

MidPenn Service Offices

A LEASE is a legally binding contract. Leases can be oral or written. While it is typical for written leases to be for a one year term, they can be for a longer or shorter term.



When you attempt to move out before your lease term expires, your landlord may sue you for the remainder of your lease term plus other costs. Unless you are moving out because you are in the military, you may be liable for moving out early.

ALTOONA

171 Lakemont Park Blvd.
Altoona, PA 16602
Phone: 814-943-8139
800-326-9177

BEDFORD

232 East Pitt Street
Bedford, PA 15522
Phone: 814-623-6189
800-326-9177

CARLISLE

401 E. Louthier St. Suite 103
Carlisle, PA 17013
Phone: 717-243-9400
800-822-5288

CHAMBERSBURG

230 Lincoln Way E., Ste. A
Chambersburg, PA 17201
Phone: 717-264-5354
800-372-4737

CLEARFIELD

211 E. Locust Street
Clearfield, PA 16830
Phone: 814-765-9646
800-326-9177

GETTYSBURG

128 Breckenridge Street
Gettysburg, PA 17325
Phone: 717-334-7624

HARRISBURG

213-A N. Front Street
Harrisburg, PA 17101
Phone: 717-232-0581
800-932-0356

LANCASTER

38 N. Christian Street, Ste. 200
Lancaster, PA 17602
Phone: 717-299-0971
800-732-0025

LEBANON

513 Chestnut Street
Lebanon, PA 17042
Phone: 717-274-2834

LEWISTOWN

3 W. Monument Sq., Ste. 303
Lewistown, PA 17044
Phone: 717-248-3099
800-326-9177

POTTSVILLE

315 N. Centre St., Ste. 201
Pottsville, PA 17901
Phone: 570-628-3931
866-638-0606

READING

501 Washington Street, #401
Reading, PA 19601
Phone: 610-376-8656
800-299-6599

STATE COLLEGE

3500 E. College Ave., Ste. 1295
State College, PA 16801
Phone: 814-238-4958
800-326-9177

YORK

29 N. Queen Street
York, PA 17403
Phone: 717-848-3605

This brochure contains general information and not specific legal advice. Although this information is believed to be accurate at the time of preparation, individual situations may require individual analysis, such that it may be advisable to consult with a lawyer. June 2010



MidPenn Legal Services

MOVING BEFORE YOUR LEASE IS UP?

A Tenant's Guide



Pennsylvania
LegalAid Network, Inc.

Your Landlord's Rights And Responsibilities

Your landlord must attempt to mitigate or reduce his/her losses by attempting to find a new tenant. If the landlord finds a new tenant, you would be released from liability for future rent payments, provided that the new tenant is paying the same rent amount



that you were supposed to be paying.

While the landlord has a duty to mitigate losses, he/she only needs to put forth a reasonable effort to rent out your apartment.

If you move out before your lease is up and don't reach some agreement with your landlord he/she can keep your security deposit and sue you for any unpaid rent or other costs.

What To Do If You Must Move Before Your Lease Is Up

1. **Talk to Your Landlord!** You may be able to sublet your apartment if you get permission from your landlord or you may be able to negotiate a mutual rescission of your lease contract.
2. **Give Advance Notice!** By alerting your landlord as soon as possible prior to actually moving out, the landlord can start looking for new tenants. The best case scenario would be that your landlord finds someone before your actual move out date. While this may not happen, the more time you give your landlord, the better off you may be.

For the future, you may want to consider trying to negotiate a lease provision that lets you out of your lease if you have to move early or enter into a month to month lease that lets you out with 30 days notice to your landlord.

You May Be Responsible For:

- **Rent.** Your landlord can sue you for the remainder of your lease term. Example: If you need to move out in April, but your lease does not expire until December, your landlord can sue for rent for April through December or until a new tenant is found.
- **Difference between your rent and the new rent.** If your landlord takes a loss and rents out your apartment at a monthly rent less than what you were paying, then you may be liable for the difference. Example: Your monthly rent for the apartment was \$600. The new tenant pays \$500. You may be liable for the \$100 dollar difference for the rest of your lease even though the landlord found a new tenant.
- **Other costs.** You may also be liable to pay the landlord the costs incurred to advertise your now available apartment.