



Notices to Vacate and Ending a Lease

◆ Notices to Vacate

What is a notice to vacate?

A notice to vacate is a letter to end a lease. It can be written by you or by your landlord. There has to be a **written** notice to vacate to end any periodic lease, including oral month-to-month leases. Some leases say you have to give notice even if you plan to move on the lease ending date. The type of notice required to end a lease depends on the type of lease and the length of the rent period.

Ending a Month to Month or Other Periodic Lease

With a periodic lease, the rent period begins the day the rent is due and lasts until the rent is due again. If your rent is due on the first of each month, your rent period runs from the first of the month to the end of the month. Most periodic leases have a monthly rent period.

To end a periodic lease, like a month-to-month lease, either you or your landlord must give **proper written notice** at least one full rent period before the move-out date. So, the notice must be delivered and received by 11:59 p.m. of the day before the next month's rent is due if you want to end your lease at the end of next month.



For example: let's say you are renting month-to-month with rent due on the first of the month. You want to move out at the end of April. You have to give your landlord written notice that you want to move **before** the end of March. Your landlord has to get your written notice to vacate by 11:59 p.m., on March 31st.

In order to be proper written notice, your letter needs to say you are ending the month-to-month lease and the date at the end of the month you will move out.

So, for example, your letter would say, "I am ending our month-to-month lease at the end of April. I will vacate and move out of the rental property on or before April 30th."

If you want to move but you don't give a proper notice to vacate, your landlord may hold you responsible for extra months of rent, or longer, even if you move out before the next month begins.

If your landlord wants you to move but does not give you proper notice to vacate, you can stay in your apartment until your landlord gives you another notice which is proper. You have to pay rent.

Even if the notice isn't done right, your landlord might still file an eviction against you. You need to go to court and show the judge that the notice was not proper.

NOTE: Not all periodic leases are month-to-month. Not all periodic leases have a one-month notice rule. Some periodic leases require 2 months' notice, 60 days' notice, or even 45 days' notice. If you have a written lease make sure you look at how much notice you have to give to move.

◆ Ending or Changing a Fixed-Term Lease

Generally, a lease for a fixed period of time can't be changed or ended until the ending date that is written in the lease **unless you and your landlord agree otherwise**.

Read your lease.

Usually, no notice is needed to end a fixed term lease (like a one-year lease) if you want to end it on the date given in the lease. **But** some fixed term leases require 30 or 60 days' notice before the ending date. Some leases might even specify move-out times, or days. Read your lease carefully to see if you have to give notice if you are planning to move when it ends.



Some fixed term leases have an "automatic renewal clause." This means that if you don't say anything to the landlord, your lease will be renewed automatically for an additional period of time of 2 months or more. Automatic renewal is only legal if the landlord sends a reminder letter about renewal to the tenant. The letter must be sent or personally delivered to you at least 15 days, but no more than 30 days, before the date you would have to give notice of your plans to move. The letter must state that the lease will be renewed unless you send a letter saying that you don't want to renew and will move.

If your landlord accepts rent after the end of your lease, you are automatically in an oral month-to-month lease.

Remember, a lease is a binding contract! Don't break a lease without thinking about your choices in advance. If you must break a lease, the best ways to get out of it are:

- Reach an agreement with your landlord. Some areas have local mediation services that can help.
- Ask if your landlord is willing to find a new tenant.

There are a number of ways to change or end a lease agreement. It depends if you have a lease for a fixed term or a periodic lease. If both you and your landlord agree in writing to change or end the lease, that should be enough to make the change or end the tenancy. This is true for an oral or written lease, a fixed term lease or a periodic lease. It could be different, though, if you are on Section 8. Call your local legal aid office if you have questions about this.

Be sure to get any agreement in writing.

If you do not get the agreement in writing, an "I said, you said" argument could happen later. You could be held to the original terms of the lease, including payment of all rent due.

Warning! If you break your lease without the written agreement of the landlord, you may have to pay rent for the whole period of the lease unless the landlord can re-rent the apartment to another tenant. But the landlord has no duty to try to find someone to replace you.

What if I need to move because of domestic violence?

If you need to move to be safe from domestic violence you may be able to end your lease early without an agreement from the landlord. See our fact sheet [*Victims of Domestic Violence, Stalking, or Criminal Sexual Conduct: Your Rights in Breaking Your Lease.*](#)

Are there other reasons I can break my lease?

Not really. It's up to the landlord. But landlords don't have to let you out of the lease if you lose your job. They don't have to let you out of the lease if you are buying a house or if your job transfers you out of state. If you might buy a house or be transferred for work then put that language in your lease from the start that lets you break the lease for these reasons.

Families of tenants who die during the tenancy may be able to end a lease early without an agreement from the landlord.

Can a landlord end my lease if I stand up for my rights as a tenant?

You have the right to ask for repairs, call an inspector or bring a rent escrow case to court if your landlord doesn't get things done. You also have the right to demand that your landlord respect your privacy. These things are part of your legal rights as a tenant in Minnesota. Your landlord can't retaliate against you (get back at you or get revenge) for standing up for your rights as a tenant. Your landlord can't raise your rent, ask you to move out, or decrease your services because of it. You do still need to pay your rent on time.

If you stand up for your rights as a tenant and ask for repairs or call an inspector and then you get a notice to vacate or a notice about raising your rent within 90 days, the law assumes that the landlord is retaliating **unless** they can show a good reason for giving the notice to vacate.

Write a letter to your landlord right away saying that the notice to vacate or raise rent is retaliation because it is within the 90 days and that the notice you were given is void. Make sure you keep a copy of the letter in case you need it for court.



If your landlord goes ahead and files an eviction case anyway because you stayed past the move-out date in a notice to vacate, or didn't pay the new rent amount, tell the judge what happened. Tell the judge what you did or asked for (repairs etc.) within the 90 days before you got the notice.

Ask the court to start counting the 90-day period from the time your landlord got the things you asked for done, like doing all repairs.

Note: if your landlord raised your rent and you are going to court you have to pay your old rent amount into the court.

The judge will deny the eviction if the landlord can't show a good, non-retaliation reason for the notice. If it has been longer than 90 days, you will have to prove that the landlord is trying to get back at you if you go to court.

Are there special rules for notices to vacate during cold weather?

A landlord or a tenant can give notice to end a lease during cold weather months. Even if you don't give "proper notice," when you move out of an apartment during periods of cold weather, always tell the landlord that you are moving. Tenants have to give landlords at least 3 days' notice before moving any time between **November 15th and April 15th**. Tenants who do not give this 3-day notice may be found guilty of a criminal misdemeanor. The reason for this law is that plumbing may be damaged by freezing if the apartment is empty and unheated.



What if I pay rent after the move-out date in a notice to vacate?

If the landlord takes rent money from you after the date you were supposed to move, the move-out notice may be canceled by law. The taking of rent would renew your lease.

Talk to a lawyer before you assume that your notice to move has been canceled because your landlord took your rent payment.

Find more fact sheets at www.lawhelpmn.org/LASMfactsheets

Find your local legal aid office at www.lawhelpmn.org/resource/legal-aid-offices

Fact Sheets are legal information NOT legal advice. See a lawyer for advice.

Don't use this fact sheet if it is more than 1 year old. Ask us for updates, a fact sheet list, or alternate formats.

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Notice to Vacate / Notice to End Lease and Tenancy

Date: _____

Landlord/Management Company/Property Manager: _____

Address: _____

City, State & Zip Code: _____

Dear _____ (Landlord/Management Company/Property Manager):

I am writing to give you notice that I am ending our lease and tenancy for the rental property at:

_____ (*address of rental property*).

I'm ending the lease at the end of the _____ (*month and year*) rent period.

I will "vacate and surrender" (move out) on or before _____ (*specific date*).

Please contact me with any questions.

Sincerely,

(*Signature of Tenant or Tenants*)