Terminate Lease

This information was created by Baltimore Neighborhoods, Inc., a local, non-profit organization seeking justice in housing.

For more information please call 410-243-6007

Frequently, tenants wish to break or end a lease prior to its termination date. However, leases are binding contracts between the landlord(s) and the tenant(s). A lease obligates you to pay rent through the end of the lease. If you break your lease, the landlord can hold you responsible for the rent due through the remainder of the lease. A landlord is required to make a reasonable effort to re-rent the apartment to limit losses. A landlord with multiple vacant units, however, is under no obligation to put a new tenant into the unit you have vacated.

Some written leases have a clause that allows the tenant to cancel the lease with a certain amount of notice, and perhaps the payment of a fee, such as two months’ rent. If a tenant desires to break a lease that does not have a cancellation provision, he/she should be aware that Maryland law only permits early termination of a lease because of severe conditions.

Here are some frequently asked questions:

Q: I signed a lease in the morning. That afternoon, I asked that the lease be cancelled. The landlord refused. Doesn’t the law give me time to change my mind?
A: No. The law does not give you time to change your mind. Maryland law allowing for a three-day contract cancellation period only covers the activities of door-to-door salespeople, health club memberships, and certain credit transactions.

Q: If management does not properly maintain the property, can I break the lease agreement?
A: It depends. If the property is so poorly maintained that it is no longer tenable to live there, a tenant may be able to take the lease to District Court and have a judge void the lease under the Rent Escrow law (also under the Warranty of Habitability). The legal processes under Rent Escrow laws can be somewhat complicated. It is advisable to seek assistance before proceeding.

Q: I am continually disturbed by noisy tenants, and the landlord refuses to remedy the situation. Is this grounds for me to break the lease?
A: If you have given your landlord notice of the problem, an opportunity to remedy the problem, and the problem still continues, these can be grounds to break the lease. In all Maryland leases, the tenant is by law entitled to the quiet enjoyment of his/her rental property.

Q: May the landlord refuse to allow me to sublet the property?
A: A landlord does not have to allow subletting to anyone who is not qualified, but in general, a landlord cannot arbitrarily refuse to allow subletting or leasing to another qualified tenant. If a landlord does this, he/she is not mitigating his/her damages, which is required by law.