

THINKING OF BREAKING YOUR LEASE?

1. Most reasons for wanting to break a lease are NOT legal grounds to be released from your lease. Here are common reasons that are NOT legal grounds to be released:
 - a. school going completely virtual so you want to go back to the family home;
 - b. you graduated and have no reason to stay;
 - c. you dropped out of school;
 - d. you need to go home to help out;
 - e. you can't get along with your roommates;
 - f. you have a condition putting you at high risk related to COVID19 and your roommates are not following safety guidelines;
 - g. you can't afford the rent.
2. Early release from a lease is NOT one of the COVID19 relief measures mandated by law.
3. Consider applying for rent assistance from local agencies. Check out the emergency rental assistance information and list of local agencies handling requests at the Colorado Department of Local Affairs: <https://cdola.colorado.gov/rental-assistance#>
4. CSU may have Cares Act funds available to help with financial struggles: <https://financialaid.colostate.edu/cares-act-emergency-aid/>
5. ARC in Larimer County has a list of possible financial assistance resources: <https://thearcoflarimercounty.org/what-we-do/resource-directory/financial-expense-assistance/>
6. If facing eviction for nonpayment of rent, check for current status of either Colorado or federal eviction moratoriums (freezes). Please know that a moratorium does not remove your obligation to pay rent and any other sums owed the landlord. It only stalls the eviction process.
7. There are many variables to each situation, so you are encouraged to go to Student Legal Services' website and request a phone appointment. Go to: <http://sls.colostate.edu> and click on the orange link to request an appointment.
8. The most viable strategy for ending your liability under a lease is to assign (transfer) the lease to someone else, and this *always* requires written approval from the landlord. To entice someone to take over your lease, you often must advertise an incentive (for example, money incentive). Read through your lease to see what your landlord's assignment policy is. See if there is a defined re-let fee. Colorado places a "duty to mitigate" upon landlords. This means they must cooperate with you to approve an assignment. They can screen applicants using their usual criteria and reject any that are not credit worthy. Landlords often say that you are solely responsible for finding your replacement. While their duty to mitigate should include their effort to help you find a replacement, it is unrealistic to expect them to.
9. When transferring to a replacement tenant, do not sign a "sublet agreement" in which you remain liable for any losses caused by your subtenant. Instead, insist upon a full transfer (assignment) to the new tenant.

10. While reading your lease, look for a “buy out” option. Most do not have one; those that do are usually exorbitantly expensive. Still, if the buy out is less than paying out the lease, this might be an attractive option.
11. If your lease does not have a buy-out provision and you have the means to pay a lump sum now, consider offering and negotiating a buy-out of the lease with the landlord. The more self-directed landlords might consider such an option. The larger more rigidly run complexes may not even consider this.
12. If you are on a joint lease with other tenants, understand that you must work collaboratively with them. Most landlords will not negotiate an early termination with only one tenant when there are multiple tenants with joint liability and joint possession of the property. Landlords should cooperate with a roommate replacement as long as the remaining tenants agree, too.
13. Try to work out a payment plan with your landlord if you have lost income and need more time to pay rent. Ask your landlord to waive late fees. Check Colorado executive orders for any mandated freezes or relief from late fees.
14. If you need to move before you have the assignment accomplished, make sure to fully vacate so the landlord can put in new tenants. This means you would remove all possessions, clean thoroughly, document the return condition thoroughly (pictures, narrated video on your phone), and return keys.
15. If your landlord is not willing to consider any changes, ask a Student Legal Services attorney about the possibility of giving written notice of relinquishment and returning possession. This does not relieve you from liability for paying rent but would be better than a complete abandonment.