In most states, landlords are required by law to make an earnest effort to fill vacancies, even if a tenant breaks a lease (though, you should make sure there is not an early termination penalty for breaking the lease). Essentially

Q. I recently found out that my lease had an automatic renewal clause that locked me into my apartment for another year. I really want to move and did not realize that I had to give them notice so far in advance. What should I do? I really don't want to stay here or keep paying them.

A. Lease Agreements can be tricky contracts filled with pitfalls and traps, uncharted territories and gaps and other un-pleasantries to the surprise and chagrin of an otherwise unsuspecting lessee. Since so many of the leases used by landlords are standard form agreements, tenants should be wary of signing a lease without taking the appropriate amount of time to review and, where necessary, consult someone with relevant experience for their second opinion. It is safe to assume that when a landlord hands you a lease it will contain provisions that are written in the landlord's best interest and may require modification, where possible. You should always remember that all contracts are negotiable and the terms of a lease are not an exception to that rule. Be ready to negotiate contract terms before signing your lease.

Generally the areas of primary concern to us when entering into a rental agreement are: the rental fee, security deposit, payment date, and term of the lease. However, in addition to these provisions, you should pay special attention to the termination provisions contained in a lease agreement. The termination provisions will describe the circumstances under which the lease

may be terminated by the landlord and under which you, as the tenant, may terminate the lease term. When we find a really good place to live for a price you are comfortable with there is a tendency not to plan for alternative and worst-case scenarios. Do not make this mistake. Take your time when making decisions which impact key aspects of your life such as shelter.

I would suggest that you re-evaluate the termination provisions in your contract. If you have missed the notice period and the contract has renewed then you may be responsible for fulfilling another rental year under the contract. Luckily, for you, however, there are common law rights in your favor.

If you want to break the lease, communicate this to your landlord so that you can begin to discuss the possibilities and she can get started on finding a replacement. You can also talk to your landlord about subleasing the apartment. If you sublet, as the primary leaseholder you will still be responsible for future rent payments, property damage and the like if the sub lessee defaults on payments. However, in the case where a new tenant becomes the leaseholder, you will be off the hook for any further payments or damages caused to the apartment.

In most states, landlords are required by law to make an earnest effort to fill vacancies, even if a tenant breaks a lease (though, you should make sure there is not an early termination penalty for breaking the lease). Essentially, you will be liable under the lease until such time when a new tenant can be found and contracted with. So, be smart, try to put yourself in the best position possible to make sure the apartment is occupied as soon after you break the lease as possible. Generally, the landlord will work with you and put forth commercially reasonable efforts to find a tenant.

If you have additional questions, be sure to contact the Counselor at counselorsdesk@call-post.com

Be well and Godspeed.

Aaron A. O'Brien, Esq.

Aaron is a business associate at Baker Hostetler LLP and a Committee Member with the Legal Aid Society of Cleveland.