

Breaking a Lease in California: Tenant Rights and Landlord Options

Summary for landlords and property managers. Last reviewed October 29, 2026. Full guide: <https://www.generationadvisory.com/laws/california-breaking-a-lease>

A California tenant who leaves early usually stays responsible for rent until the unit is re-rented, but the landlord has to make a real effort to find a new tenant. Several groups, including service members and survivors of abuse, can end a lease early with proper written notice.

Key points

- A tenant entering active military service, or getting orders to move, can end a residential lease early with written notice and a copy of the orders.
- A survivor of domestic violence, sexual assault, stalking or similar abuse can end a lease with 14 days of written notice and qualifying documentation.
- If the landlord does not fix conditions that make the home unlivable within a reasonable time after notice, the tenant may move out and is released from further rent.
- When a tenant leaves early, the landlord must make reasonable efforts to re-rent the unit and can recover only the rent lost despite those efforts.
- A tenant on a month-to-month agreement gives at least 30 days of written notice; a landlord gives 30 or 60 days depending on how long the tenant has lived there.

California at a glance

Rule	California	Law
Military service	A tenant entering active military service, or getting orders to move, can end a residential lease early with written notice and a copy of the orders.	Servicemembers Civil Relief Act (50 U.S.C. 3955)
Domestic violence survivors	A survivor of domestic violence, sexual assault, stalking or similar abuse can end a lease with 14 days of written notice and qualifying documentation.	Civil Code section 1946.7
Unlivable conditions	If the landlord does not fix conditions that make the home unlivable within a reasonable time after notice, the tenant may move out and is released from further rent.	Civil Code section 1942
Landlord duty to re-rent	When a tenant leaves early, the landlord must make reasonable efforts to re-rent the unit and can recover only the rent lost despite those efforts.	Civil Code section 1951.2

Rule	California	Law
Month-to-month notice	A tenant on a month-to-month agreement gives at least 30 days of written notice; a landlord gives 30 or 60 days depending on how long the tenant has lived there.	Civil Code sections 1946 and 1946.1

Mistakes to avoid

- Billing the tenant for every remaining month without trying to re-rent the unit.
- Ignoring a protected early termination notice because it is inconvenient.
- Agreeing to an early exit by phone without a written agreement.
- Keeping more of the deposit than the lawful deductions.

Verify current law

Laws named in this summary:

- Servicemembers Civil Relief Act (50 U.S.C. 3955)
- Civil Code section 1946.7
- Civil Code section 1942
- Civil Code section 1951.2
- Civil Code sections 1946 and 1946.1

Official sources:

- California Legislative Information (codes): <https://leginfo.legislature.ca.gov/faces/codes.xhtml>
- California Courts Self-Help Guide: Eviction: <https://selfhelp.courts.ca.gov/eviction>

General information, not legal advice. Check current law and talk to a California attorney before you act. Last reviewed October 29, 2026.