# Breaking a Lease in Massachusetts: Tenant Rights and Landlord Options

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

Massachusetts lets survivors of domestic violence, rape, sexual assault and stalking end a lease early, and federal law protects service members. Other early move outs depend on the lease and on whether the landlord re-rents.

## Key points

- A service member can end a residential lease after entering active service, or after receiving permanent change of station or deployment orders, with written notice and a copy of the orders.
- A survivor of domestic violence, rape, sexual assault or stalking can end the lease with written notice within three months of the most recent incident and must move out within three months; rent stops 30 days or one rental period after moving out, whichever is later.
- Either side can end a month to month tenancy at will with written notice of one full rental period or 30 days, whichever is longer.
- Serious Sanitary Code violations the landlord does not fix can justify rent withholding and may support ending the tenancy.
- Courts generally expect a landlord to make reasonable efforts to re-rent when a tenant leaves early, which can reduce what the tenant owes.

## Massachusetts at a glance

| Rule | Massachusetts | Law |
|---|---|---|
| Military service | A service member can end a residential lease after entering active service, or after receiving permanent change of station or deployment orders, 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, rape, sexual assault or stalking can end the lease with written notice within three months of the most recent incident and must move out within three months; rent stops 30 days or one rental period after moving out, whichever is later. | G.L. c.186, section 24 |

| Rule | Massachusetts | Law |
|---|---|---|
| Unlivable conditions | Serious Sanitary Code violations the landlord does not fix can justify rent withholding and may support ending the tenancy. | G.L. c.239 (rent withholding) |
| Landlord duty to re-rent | Courts generally expect a landlord to make reasonable efforts to re-rent when a tenant leaves early, which can reduce what the tenant owes. | Massachusetts case law |
| Month-to-month notice | Either side can end a month to month tenancy at will with written notice of one full rental period or 30 days, whichever is longer. | G.L. c.186, section 12 |

## 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)
- G.L. c.186, section 24
- G.L. c.239 (rent withholding)
- Massachusetts case law
- G.L. c.186, section 12

Official sources:

- General Laws of Massachusetts (Massachusetts Legislature): https://malegislature.gov/Laws/GeneralLaws
- Mass.gov: The Attorney General's Guide to Landlord and Tenant Rights: https://www.mass.gov/guides/the-attorney-generals-guide-to-landlord-and-tenant-rights
- Mass.gov: Frequently asked questions about residential rental broker's fees: https://www.mass.gov/info-details/frequently-asked-questions-about-residential-rental-brokers-fees
- Massachusetts Trial Court: Housing Court: https://www.mass.gov/orgs/housing-court

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