

108TH CONGRESS
1ST SESSION

H. R. 3024

To amend the Soldiers' and Sailors' Civil Relief Act of 1940 to provide protections to servicemembers who terminate motor vehicle or residential leases entered into before permanent change of station or deployment orders or motor vehicle leases entered into before military service.

IN THE HOUSE OF REPRESENTATIVES

SEPTEMBER 5, 2003

Mr. BUYER introduced the following bill; which was referred to the Committee on Veterans' Affairs

A BILL

To amend the Soldiers' and Sailors' Civil Relief Act of 1940 to provide protections to servicemembers who terminate motor vehicle or residential leases entered into before permanent change of station or deployment orders or motor vehicle leases entered into before military service.

1 *Be it enacted by the Senate and House of Representa-*
2 *tives of the United States of America in Congress assembled,*

3 **SECTION 1. TERMINATION OF RESIDENTIAL OR MOTOR VE-**
4 **HICLE LEASES.**

5 Section 304 of the Soldiers' and Sailors' Civil Relief
6 Act of 1940 (50 U.S.C. App. 534) is amended to read
7 as follows:

1 **“SEC. 304. TERMINATION BY LESSEES OF RESIDENTIAL OR**
2 **MOTOR VEHICLE LEASES ENTERED INTO BE-**
3 **FORE MILITARY SERVICE OR BEFORE PER-**
4 **MANENT CHANGE OF STATION OR DEPLOY-**
5 **MENT ORDERS.**

6 “(a) **TERMINATION BY LESSEE.**—The lessee on a
7 lease described in subsection (b) may, at the lessee’s op-
8 tion, terminate the lease at any time after—

9 “(1) the lessee’s entry into military service; or

10 “(2) the date of the lessee’s military orders de-
11 scribed in paragraph (1)(B) or (2)(B) of subsection
12 (b), as the case may be.

13 “(b) **COVERED LEASES.**—This section applies to the
14 following leases:

15 “(1) **LEASES OF PREMISES.**—A lease of prem-
16 ises occupied, or intended to be occupied, by a
17 servicemember or a servicemember’s dependents for
18 a residential, professional, business, agricultural, or
19 similar purpose if—

20 “(A) the lease is executed by or on behalf
21 of a person who thereafter and during the term
22 of the lease enters military service; or

23 “(B) the servicemember, while in military
24 service, executes the lease and thereafter re-
25 ceives military orders for a permanent change

1 of station or to deploy with a military unit for
2 a period of not less than 90 days.

3 “(2) LEASES OF MOTOR VEHICLES.—A lease of
4 a motor vehicle used, or intended to be used, by a
5 servicemember or a servicemember’s dependents for
6 personal or business transportation if—

7 “(A) the lease is executed by or on behalf
8 of a person who thereafter and during the term
9 of the lease enters military service under a call
10 or order specifying a period of not less than
11 180 days (or who enters military service under
12 a call or order specifying a period of 180 days
13 or less and who, without a break in service, re-
14 ceives orders extending the period of military
15 service to a period of not less than 180 days);
16 or

17 “(B) the servicemember, while in military
18 service, executes the lease and thereafter re-
19 ceives military orders for a permanent change
20 of station outside of the continental United
21 States or to deploy with a military unit for a
22 period of not less than 180 days.

23 “(c) MANNER OF TERMINATION.—

24 “(1) IN GENERAL.—Termination of a lease
25 under subsection (a) is made—

1 “(A) by delivery by the lessee of written
2 notice of such termination to the lessor (or the
3 lessor’s grantee), or to the lessor’s agent (or the
4 agent’s grantee); and

5 “(B) in the case of a lease of a motor vehi-
6 cle, by return of the motor vehicle by the lessee
7 to the lessor not later than 10 days after the
8 date of the delivery of notice under subpara-
9 graph (A).

10 “(2) NATURE OF NOTICE.—Delivery of notice
11 under paragraph (1)(A) may be accomplished—

12 “(A) by hand delivery;

13 “(B) by private business carrier; or

14 “(C) by placing the written notice in an
15 envelope with sufficient postage and with return
16 receipt requested, and addressed as designated
17 by the lessor (or the lessor’s grantee) or to the
18 lessor’s agent (or the agent’s grantee), and de-
19 positing the written notice in the United States
20 mails.

21 “(d) EFFECTIVE DATE OF LEASE TERMINATION.—

22 “(1) LEASE OF PREMISES.—In the case of a
23 lease described in subsection (b)(1) that provides for
24 monthly payment of rent, termination of the lease
25 under subsection (a) is effective 30 days after the

1 first date on which the next rental payment is due
2 and payable after the date on which the notice under
3 subsection (c) is delivered. In the case of any other
4 lease described in subsection (b)(1), termination of
5 the lease under subsection (a) is effective on the last
6 day of the month following the month in which the
7 notice is delivered.

8 “(2) LEASE OF MOTOR VEHICLES.—In the case
9 of a lease described in subsection (b)(2), termination
10 of the lease under subsection (a) is effective on the
11 day on which the requirements of subsection (c) are
12 met for such termination.

13 “(e) ARREARAGES AND OTHER OBLIGATIONS AND
14 LIABILITIES.—Rents or lease amounts unpaid for the pe-
15 riod preceding the effective date of the lease termination
16 shall be paid on a prorated basis. In the case of the lease
17 of a motor vehicle, the lessor may not impose an early
18 termination charge, but any taxes, summonses, and title
19 and registration fees and any other obligation and liability
20 of the lessee in accordance with the terms of the lease,
21 including reasonable charges to the lessee for excess wear,
22 use and mileage, that are due and unpaid at the time of
23 termination of the lease shall be paid by the lessee.

24 “(f) RENT PAID IN ADVANCE.—Rents or lease
25 amounts paid in advance for a period after the effective

1 date of the termination of the lease shall be refunded to
2 the lessee by the lessor (or the lessor's assignee or the
3 assignee's agent).

4 “(g) RELIEF TO LESSOR.—Upon application by the
5 lessor to a court before the termination date provided in
6 the written notice, relief granted by this section to a
7 servicemember may be modified as justice and equity re-
8 quire.

9 “(h) PENALTIES.—

10 “(1) MISDEMEANOR.—Any person who know-
11 ingly seizes, holds, or detains the personal effects,
12 security deposit, or other property of a
13 servicemember or a servicemember's dependent who
14 lawfully terminates a lease covered by this section,
15 or who knowingly interferes with the removal of such
16 property from premises covered by such lease, for
17 the purpose of subjecting or attempting to subject
18 any of such property to a claim for rent accruing
19 subsequent to the date of termination of such lease,
20 or attempts to do so, shall be fined as provided in
21 title 18, United States Code, or imprisoned for not
22 more than one year, or both.

23 “(2) PRESERVATION OF OTHER REMEDIES.—

24 The remedy and rights provided under this section
25 are in addition to and do not preclude any remedy

1 for wrongful conversion otherwise available under
2 law to the person claiming relief under this section,
3 including any award for consequential or punitive
4 damages.”.

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