**The Legal Way of Ending a Residential Lease**

Generally, a written residential lease is valid for a specific duration, such as one year or more, and is subject to renewal every time a tenant wants to continue living in the rental property. If you look at this from a landlord’s perspective, it is quite beneficial because they do not have to dedicate time and resources for finding a new tenant during the lease term. On the other hand, a tenant may want to keep residing in the rental property for the period stated in the lease. However, circumstances change and each party may want to end the agreement for any professional or personal reasons. As easy as it may sound, it can be challenging for both a tenant or a landlord to get out of such an agreement, especially if it is a long-term lease.

**Ending a Tenancy Agreement**

A lease agreement is legally binding and can end in several ways, such as:

* During a periodic agreement after the right notice has been served
* At the end of a fixed term agreement along with providing adequate notice
* The tenant has vacated the rental property without any notification
* The tenant violated a QCAT order
* Both landlord and tenant agrees to end a fixed term lease agreement in writing
* Sole tenant passes away
* A mortgagee acquires the property
* A serious breach of lease agreement terms, such as damage to the property, unpaid rent, owner’s failure to maintain the property, illegal use of the property, and others
* The agreement ends due to QCAT order, like in case of excessive hardship

The party willing to end the residential lease is required to use the correct form, follow with legal guidelines, and comply with the notice period.

**Ending a Fixed-Term Residential Lease**

Fixed-term residential leases typically have a one-year expiry, and obligate tenant and landlord for the entire period. If the tenant violates the lease, the landlord has the option to terminate the agreement prematurely. However, violation of rules is not enough to end a lease, as the landlord must follow legal procedures and comply with several state rules for terminating tenancy. If the tenant refuses to vacate the rental property, the landlord may file an eviction lawsuit, and cover any damages and losses with the security deposit.

The tenant is required to pay rent under the agreement until the lease term expires, unless the landlords ends it. However, there are a few exceptions – for example, the landlord fails to maintain the premises, hence violation the lease agreement. In most cases, tenants are able to find an easy way out because no landlord wants a bad tenant that does not pay rent on time or violates the terms of the lease. They may readily agree to end the residential lease and get a replacement tenant, instead of going through a hard time in collecting rent from such a tenant.

If you want to ensure you end the lease agreement while staying within the legal boundaries of [Illinois tenant law](http://casement.net/landlordtenant-law/), you should [contact](http://casement.net/contact/) Casement Group, P.C. today at (847) 888-9300 to discuss your case with an experienced and reliable attorney.