

My Landlord Says I Have to Move Out

No matter what your lease says or what your landlord tells you, you cannot be evicted without a court order. Even then, your landlord must go through the court process before you can be forced to move. Your landlord is not allowed to force you out by taking such measures as changing the locks or cutting off your power.

I have a lease, or my lease just ended.

- If your landlord doesn't want to renew your lease or wants to change the lease terms (like your monthly rent), they must provide you with advance notice. The amount of notice depends on your lease. Unless the lease says otherwise, then for a month-to-month lease, they must give you notice 30 days before the next time rent is due. If it is a week-to-week lease, it's 7 days before the next time rent is due. They don't have to provide a reason for the cancellation or change.
- If your original lease period ends and your landlord continues to accept rent payments, you may have automatically entered into a month-to-month lease. You or your landlord can cancel a month-to-month lease by giving notice at least 30 days before your next rent payment is due. If you live in a mobile home park, your lease will automatically renew for a year at the end of a one-year lease.
- If you wish to break your lease, you must agree with your landlord, in writing, to do so. Make sure you read your lease and understand any penalties your landlord may charge for ending the lease early.

I have a new landlord for the same home.

- If your landlord sells the property in the middle of your lease term, the lease is still valid, and the new owner must respect it.
- If your landlord has been foreclosed on, the new owner must honor any existing lease. They cannot evict you if you have more than 90 days left on your lease unless they plan to live there themselves. In that case, they must give you 90-days written notice. The "90-Day Rule" also applies if you have less than 90 days left on your lease.
- If a home you used to own was sold at foreclosure, you become a tenant "at sufferance." The new owner can offer you a lease, making you a formal tenant. If they want you out, the new owner must give you 3 days' written notice to leave before taking any action in court to evict you. They can also sue you for fair market rent from the date of your foreclosure until you leave, as well as any damages, legal fees, and court costs.

This is general legal information, not case-specific advice. For advice about your case, please contact Virginia legal aid at (866-534-5243) or Legal Aid Works® (www.legalaidworks.org or 540-371-1105). (9/27/22 H9) (12.14.2022)

My home had a fire or flood.

- If you can't live in your home because of a fire, flood, or some other accident, either you or your landlord can end the lease with 14-days written notice. The landlord must, however, fully refund your security deposit and any pre-paid rent.

My landlord wants to renovate my house.

- If you live in a building with at least four rental units and your landlord wants you to move so that they can fix the place up, even if you have a long-term lease, they can terminate it if they give you 120-days' notice.
- If you live in a mobile home park, and the landlord wants to change the use of the property, they have to give you written notice of at least 180 days. Additionally, the landlord must – within that 180-day period – give each resident \$2,500 for relocation expenses. In some parts of Northern Virginia, it's \$3,500. Relocation expenses are subject to a written agreement between you and the landlord that you will remove your mobile home from the park.

I may have violated the terms of my lease.

- There are two basic types of lease violations: remediable and non-remediable.
 - A remediable violation is one that you can quickly fix, and your landlord must give you a chance to do so. This includes being late paying rent or having long-term guests that are not on your lease. If you're late with your rent, the landlord must give you written notice to either pay or leave within 14 days. If you can pay in full, you get to stay. If you can't, the landlord can begin the eviction process. If you simply leave, your landlord can sue you for the full amount that you owe.
 - For other remediable violations, your landlord has to give you 21-days written notice, describing the violation. If you correct the violation within the 21 days, you're fine. If you don't, your landlord can file for eviction 30 days after having given you written notice.
 - Generally, if your violation is considered “non-remediable”, your landlord must give you 30-days' notice before terminating the lease and requiring you to move. However, if your violation is considered a criminal act or poses a threat to the health or safety of others, they can provide immediately terminate your lease and start the eviction process. They need not wait for a criminal conviction to do this.