



Region Legal Service Office, Mid Atlantic Legal Assistance Department

Virginia: Termination of Lease by Servicemembers

1. The **Virginia Residential Landlord and Tenant Act (VRLTA)** provides for early termination of a rental agreement by military personnel under certain conditions.
2. **Applicability and waiver:** Military termination provisions apply to all leases even if a provision allowing early termination is not expressly included in the lease. Additionally, unlike the Servicemembers Civil Relief Act, the ability to terminate a lease early cannot be waived by the tenant.
3. **Conditions for termination:** Any member of the armed forces of the United States or a member of the National Guard serving on full-time duty or as a Civil Service technician with the National Guard may terminate his or her rental agreement if the member:
 - a. Receives permanent change of station (PCS) orders to depart 35 miles or more (radius) from the location of the dwelling unit;
 - b. Receives temporary duty orders (TDY) (or orders to deploy) in excess of three months' duration to depart 35 miles or more (radius) from the location of the dwelling unit (the Joint Travel Regulations and Navy Regulations specify that deployment is a type of TDY);
 - c. Is discharged or released from active duty with the armed forces of the United States or from his full-time duty or technician status with the National Guard (the Joint Travel Regulations specify that separation from active duty is a PCS order); or
 - d. Is ordered to report to government-supplied quarters resulting in the forfeiture of basic allowance for quarters.
4. **Written Notice Required:** Servicemembers must provide the landlord a written notice of termination (not e-mail or text) effective on a specific date stated in the notice. Prior to the termination date, the servicemember shall furnish the landlord with a copy of the official notification of the orders or a signed letter, confirming the orders, from the tenant's commanding officer. Notice should be sent by certified mail or hand delivered. Make sure to keep a receipt.
5. **Effective termination date:** The earliest date for termination is 30 days after the date on which the next rental payment is due. For example, notice delivered on February 20th (rent due on March 1st) results in a lease termination date of March 31st. The termination date can be after the 30 days, for example April 15th, but cannot be less than 30 days. The termination date cannot be more than 60 days prior to the date of departure necessary to comply with the official orders.
6. **Damages:** The landlord may not charge liquidated damages (preset fees) as a result of the termination may not charge for normal wear and tear on the property due to occupancy.

This handout is for information purposes only and is not intended to be legal advice. If you need legal advice and assistance you may see legal advice from your Legal Assistance Office. Legal Assistance Offices can be located at <http://legalassistance.law.af.mil/content/locator.php>