



DEPARTMENT OF THE AIR FORCE
HEADQUARTERS 633D AIR BASE WING
LANGLEY AIR FORCE BASE VA

MEMORANDUM FOR PROSPECTIVE RENTERS

FROM: 633 ABW/JA

SUBJECT: Your Rental Rights Under the Service members Civil Relief Act

1. The Service members Civil Relief Act (SCRA) was passed by Congress and signed by the President in 2003. It strengthens, clarifies, and modernizes the legal protections and rights given to service members entering the military, called to active duty, or deployed.

2. **Service members' Rights**: There are important legal protections under SCRA in many different areas including limits on interest rates, rights concerning lawsuits, and rental rights among others. The following list contains a brief description of some of the rental rights you have as a service member under SCRA.

a. **SCRA can protect against eviction of service members without a court order**. SCRA does not prevent your landlord from evicting you, but it does require s/he follow a set of procedures to obtain an eviction.

b. **SCRA allows for termination of leases before the lease term ends**. Military members may terminate residential leases if the member receives PCS orders, retires, permanently separates, deploys, or goes TDY for more than 90 days. In order for a termination to be effective, the member must: 1) provide a copy of military orders or a letter signed by the commander, and 2) provide proper, written notice of the intent to terminate the lease. Once proper notice is made, termination is effective 30 days after the first day on which the next rental payment is due. Failure to provide proper notice may result in the member owing additional rent.

c. **SCRA rights extend to a military member's dependents**. Dependents are those persons entitled to an ID card through a military member. SCRA rights apply to joint leases by the military member and his/her dependents. **SCRA does not extend protections to non-dependents**.

d. **SCRA protections end if you waive them**. SCRA rights are federal rights and supersede all rights granted by any state. However, you may waive SCRA if you do so in writing. Once waived, SCRA protections no longer apply to you. **READ YOUR LEASE CLOSELY TO SEE IF YOUR LANDLORD ASKS YOU TO WAIVE SCRA**. If you are unsure if your lease contains a waiver, visit the Law Center during walk-in legal assistance hours to read the lease with an attorney.

3. **The Virginia Residential Landlord and Tenant Act is not the same as SCRA**. The VRLTA provides some of the same rights as SCRA; however, there are important rights that only exist under SCRA. If a lease states that a member waives his/her rights under SCRA and agrees to be bound by VRLTA instead, the member may lose important protections that Congress intended him/her to receive.

4. Contact the Langley Law Center at DSN: 574-3277 or 757-764-3277, or the Fort Eustis Legal Office at (757) 559-1530, and visit <https://aflegalassistance.law.af.mil> if you have any questions about your rights under SCRA. The Langley Law Center has walk-in legal assistance hours Wednesdays 1000-1200, and Fridays for Active Duty only 1100-1200. The Fort Eustis Legal Assistance Office offers walk in hours Tuesdays and Thursdays 1300-1600, and Fridays 0800-1130 and 1300-1600.

'MILITARY CLAUSE' for early termination of lease. Under the Servicemembers Civil Relief Act signed by the President in 2003, a Service member may terminate a rental lease by presenting **official military orders** or an "in lieu of orders" letter from the Commander. **A 30 day advance written notice must be given.** If you give an "in lieu of orders" letter from the Commander, once you receive your orders and before leaving the base, please provide a copy of your orders to the property manager so no other penalties are assessed.

- **Servicemembers Civil Relief Act (SCRA) gives servicemembers protections such as the ability to terminate a lease early if given orders to move**
- **As of 7/1/2021, any provision in a lease that waives a servicemembers rights under the Servicemembers Civil Relief Act (SCRA) is void (i.e. not valid)**
- **Under the VRLTA, Code of Virginia §55.1-1208(A)(1) –“A rental agreement shall not contain provisions that the tenant . . . agrees to waive or forgo rights or remedies under this chapter”**

A Notice to Vacate is effective 30 days after the first date on which the next rental payment is due.

EXAMPLE: On July 11th, you give the landlord a **written notice** of your intent to vacate -along with a copy of your orders if you have received them.

The next rent payment is due on August 1st, so your notice is effective for August 31st i.e. you must pay rent for the whole month of August, even if you intend to move out before the end of the month, say on August 10th or 20th.

If you want to move out September 6th, you must clearly state that to the apartment complex and also pay for the additional 6 days of September on September 1st.

NOTE: **For regular lease termination** (not based on military orders) at the end of the lease term, you must also **give proper advance written notice.**

CHECK YOUR LEASE – Many leases now require 60 days advance written notice (prior to the end of the lease term) instead of just 30.