Your Rights as a Tenant During the COVID-19 Crisis
Can You Remain in Your Home After Your Lease Ends?

The Governor’s Stay-at-Home order requires everyone to shelter in place until June 10, 2020. But what should you do if your lease ends before June 10? A written lease is a contract that must be followed, but there are things you should know about how to change that contract and what happens if you don’t move.

You and your landlord can agree to extend your lease beyond the date it is scheduled to end. Even if you’ve already told your landlord that you plan on moving out at when your lease ends, you CAN change that if both you and your landlord agree. If you want to stay in your current rental home longer than your written lease allows, ask you landlord if you can stay in the home on a month-to-month basis. Make sure you get any new agreement between you and the landlord in writing, and that the new written agreement states what the rent is, when it is due and how much notice you and the landlord have to give if and when you want to end the lease. If you have lost income because of the COVID-19 crisis, ask your landlord to charge you a lower rent under the new agreement and make sure you get this in writing.

If your landlord agrees to let you stay but does not give you a new written lease, the terms of the lease that expired still apply but the landlord can charge you a different amount of rent if he lets you know thirty days before the next rent due date what the new rent amount will be. If you don’t want to pay the new amount, you can give the landlord notice that you are leaving and move out at the end of those thirty days.

If you remain in your rental home after your lease expires without the permission of the landlord, your landlord must go through the usual process to evict you. This means he must file an eviction case (called an “unlawful detainer”), have you served with a summons to go to court, get an order from the court and get the sheriff to evict you. The sheriff must give you notice of the date of the eviction at least 72 hours before the eviction is scheduled to happen. If the landlord accepts rent payments from you after your lease ends, you might have a right to remain in your home even if your landlord has not agreed to let you stay.

If your landlord does not say anything to you about whether you can stay in your rental home after your lease expires, but continues to accept rent payments from you, you might have the right to remain in your home. When a landlord accepts rent payments after the expiration of the lease term, it usually starts a new, month -to – month lease that can only be ended by the landlord or you giving notice to the other person 30 days before you want the lease to end. However, if the landlord accepts your rent and gives you a written notice saying he is accepting your rent “with reservation,” he can still end your lease and ask you to leave. If you don’t leave, the landlord has to take you to court, get an order and have the sheriff evict you. See above.

If you are facing eviction, if your landlord attempts to lock you out without taking you to court, or if you have questions about your rights, contact your local legal aid by calling 1-866-LEGL-AID or get legal advice from the Eviction Legal Helpline by calling 1-833-NoEvict. Visit VaLegalAid.org for more information.