|  |  |  |
| --- | --- | --- |
| Slide 1 |  | Information in this presentation is a summary of the rights afforded to residential tenants who are also servicemembers as defined by the SCRA. |
| Slide 2 |  | **[Instructor]** The SCRA provides a number of protections to servicemembers. In the context of residential real estate, it allows servicemembers who are tenants to terminate their lease early without penalty if they receive orders to relocate or deploy.  This protection overrides any provision in the lease agreement to the contrary. |
| Slide 3 |  | **[Instructor]** So who does the SCRA apply to? As the title suggests, it applies to servicemembers. The term “servicemember” is defined as a member of the armed forces, including the Army, Navy, Air Force, Marine Corps, Space Force, or Coast Guard. |
| Slide 4 |  | **[Instructor]** As the term is used in the law, “servicemember” also includes those who serve in the Foreign Service for the State Department, the National Oceanic and Atmospheric Administration, and the Public Health Service. |
| Slide 5 |  | **[Instructor]** People who fit into one of these categories do not qualify for the protections given by the SCRA. While family members of servicemembers do not qualify in their own right for the protections of the SCRA, they may indirectly receive the same benefits. For example, if the servicemember tenant needs to break their lease pursuant to orders to relocate, a co-tenant spouse would be released as well.  If, however, a servicemember’s spouse entered into a lease on their own, the spouse, as a lone tenant, would not get the protections of the SCRA even if their spouse receives orders to relocate. |
| Slide 6 |  | **[Instructor]:** The rights of the SCRA apply when a servicemember receives official orders to permanently relocate or deploy. “Permanent” = for a period of 90 days or more.  Official orders to report to a military or governmental location for a temporary period of less than 90 days does not give the servicemember the right to terminate a residential lease without penalty. |
| Slide 7 |  | **[Instructor]** The old requirement in the VRLTA that orders to relocate be for a location that is at least 35 miles or farther from the rental unit has been removed. The orders to relocate can be for any location, no matter how close the relocation is to the rental property. This supersedes any language in the lease regarding a 35-mile radius or any other minimum-distance requirement. |
| Slide 8 |  | **[Instructor]** Tenants who qualify to terminate a rental agreement shall do so by serving on the landlord a written notice of termination to be effective on a date stated in such written notice.  Such date to be not less than 30 days after the first date on which the next rental payment is due and payable after the date on which the written notice is given. The termination date shall be no more than 60 days prior to the date of departure necessary to comply with the official orders or any supplemental instructions for interim training or duty prior to the transfer.  Prior to the termination date, the tenant 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. |
| Slide 9 |  | **[Instructor]** Any questions? |