

How to Evict Your Roommate Under Real Estate Law Without Getting Punched in the Face

by Isaac Benmergui, Esq on July 23, 2014



No one likes to do it, really. Just ask any good landlord out there. It's not fun telling a tenant that they have to move out regardless of whether or not they have a place to stay, but sometimes it has to be done, and, yes, even if you're a tenant as well, sometimes you have to be the landlord, too! Here's what you can do to minimize a lot of the pain and suffering, starting with....

Communication. That's key. Sometimes all you need to do is talk to your roommate. It might be a little intense, but at the end of it all, you might just have a roommate willing to leave (with disgust, yes), but nevertheless, leaving you free and clear. The bonus to that, though, is that it was the roommate's *choice* to do so. That leaves you clearly and legally not liable for certain costs or lawsuits just in case there was an agreement drafted up between you and the roommate. Now if both you and the roommate did, in fact, sign a lease, that may present a problem if the roommate does *not* want to leave. What can you do? Not a lot....

You can't even call the police or demand anything from the roommate upon refusal to leave. Under real estate law, if both you and your roommate have signed a lease, that roommate has just as much right as you do to live in the dwelling, making it impossible for you to say "scram." However, certain pieces of evidence, such as illegal drugs, can be in violation of the lease, allowing you to say that word to great effect. You could even report such evidence to law enforcement. The issue, though, can be a little different when subletting the apartment, because in essence you're not just a "roommate," but the actual *landlord*, which will allow you to utilize the unlawful detainer eviction process. If you deem it reasonable for the roommate to vacate, you can enforce that, period.

Consider the laws carefully, because you certainly don't want to rock any boats, especially if you're on the boat, and the other roommate wants to rock it harder than you due to your wanting the roommate to leave. It's a tricky situation, especially if there's no lease or sublease agreement in place. If the roommate has been living with you for quite a while, it may be considered a month-to-month contract of some kind, which would mean the roommate would be entitled to stay until the month ends. Laws vary from state to state, so I would say do the research, consult an attorney, and be safe!

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