

LEGAL
SPOTLIGHT

Lease Expiration Now Constitutes a Valid Basis for Residential Evictions

BY JOSEPH M. DOLCIOTTO, ESQ.

AS OF JULY 1, 2026, a new law will go into effect in New Hampshire, adding the expiration of a lease as good cause for the eviction of residential tenants.

RSA 540:2, II provides that the owner or landlord of restricted property may only terminate a tenancy for specific, enumerated reasons. "Restricted property" refers to all real property rented for residential purposes, with limited exceptions. Historically, landlords were required to plead reasons like "neglect or refusal to pay rent," or "substantial damages to the premises by the tenant," if they wanted to evict a residential tenant.

While RSA 540:2, II does list "other good cause," as an enumerated reason for evicting a residential tenant, a 2005 New Hampshire Supreme Court case closed the door on landlords arguing that the expiration of a term under a lease agreement is "other good cause." That New Hampshire Supreme Court case – AIMCO Props., LLC v. Dziewisz – is the impetus for the recent legislation.

In AIMCO Props., LLC v. Dziewisz, the New Hampshire Supreme Court stated that RSA 540:2, II was adopted in 1985 to "limit the grounds for evictions" and "protect tenants from arbitrary and/or ill motivated evictions." As a result, the Court held that interpreting "other good cause" as including "the mere expiration of a lease would run contrary to this legislative intent, as it would allow landlords to arbitrarily evict tenants whose leases



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have expired, thereby denying the tenants the precise protection that [the law] was designed to provide."

Former New Hampshire Supreme Court Justice Bob Lynn, a current New Hampshire State Representative, has called that decision "egregiously wrong." With that in mind, this year he sponsored New Hampshire House Bill 60, which adds the expiration of a lease term as an additional basis to evict residential tenants. Supporters of the bill stated that a lease has a specific time frame, and it should not be binding on the landlord in perpetuity. Opponents argued that the bill ends an important protection for tenants at a time when there is a statewide shortage of vacant apartments rising homelessness.

On Aug. 1, Governor Kelly Ayotte signed Representative Lynn's bill into law. Now, landlords of restricted properties may cite the expiration of a lease term as reason for evicting residential tenants. See RSA 540:2, II(i)(1). Still, a landlord may only evict a residential tenant based on the lease term expiring under the following circumstances:

1. The original lease term is 12 months or longer;
2. The original less term was less than 12 months, but has been renewed for a period of at least 12 months;
3. The landlord has provided the tenant with written notice that the lease will not be renewed and the tenant must vacate the rental property at the end of the lease term, at least 60 days in advance of the lease termination date;
4. If the tenant does not voluntarily vacate the property at the end of the lease term, the landlord must file a possessory action in the local District Court within six months of the lease expiration date.

Landlords and property owners should exercise caution to meet all statutory requirements when initiating a residential eviction for lease expiration. The New Hampshire Supreme Court has repeatedly held that a landlord must strictly comply with all applicable statutory requirements to prevail on a possessory action. *Havington v. Glover*, 143 N.H. 291, 294 (1999). Further, a landlord who circumvents lawful eviction procedure could be subject to double or treble monetary damages, including costs and reasonable attorney's fees. It is advisable to consult an attorney before proceeding. ⬆

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