

Renter's Rights and Responsibilities:

The Basics

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If you are a renter in Virginia, you have rights and responsibilities under the Virginia Residential Landlord and Tenant Act (VRLTA). It is important that you know your rights and responsibilities under this act. You can read the act for yourself on the Internet at <http://www.vdacs.virginia.gov/consumers/faqs.shtml>.

This publication goes over the main points of the tenant rights, responsibilities, and remedies sections of the VRLTA. It is meant only for informational purposes. It is not a substitute for legal advice. If you think you have been treated unfairly, call 1-866-LEGLAID (1-866-534-5243) during the hours of 9am to 5pm Monday through Friday to reach your local legal aid office or visit <http://www.VaLegalAid.org>. If you have other questions, see the section of this publication called "Where To Get Information or Advice."

Some renters are not covered by the VRLTA. This means that certain protections and benefits talked about in this publication may not be available to you; however, renters not covered by the VRLTA may be entitled to protections other than those listed in this publication.

This act applies to:

Apartments: All apartments are covered by the VRLTA. Duplexes are considered apartments if they share common areas such as hallways, stairs, foyers and/or heating facilities, hot water equipment, or any other essential facility or service with any other apartment.

Motels/Hotels/Manufactured Homes: Motels and boarding houses are covered by the VRLTA if the tenant lives in such residence for more than 30 days. For manufactured homes see the Virginia Manufactured Home Lot Rental Act (MHLRA) Code of Virginia Sections 55-248.41 et seq.

Public Housing and Housing Choice Vouchers (Section 8): Landlord-Renter relations in public housing, Housing Choice Vouchers or Section 8 housing, and other federally subsidized housing are run by the United States Department of Housing and Urban Development (HUD). Renters in subsidized housing may have certain rights from the VRLTA that HUD does not list. For HUD policy on your rights, contact your local housing authority or agency, the HUD Area Office in Richmond (or in Washington, D.C., if you live in Northern Virginia), or the Virginia Poverty Law Center.

Single-Family Housing: The VRLTA applies to single-family housing if the owner owns more than ten houses. There are cases in which single-family housing may be considered under the VRLTA. If you are not sure whether or not you are covered under this act or you feel your rights are being violated, please call the Virginia Legal Aid Society at (866) 534-5243.

The Virginia General Assembly may change the VRLTA during any year. This publication includes all changes to the VRLTA made before January 1, 2011.



www.ext.vt.edu

General Provisions

You have the right to a fair application fee

- If your application is rejected or if you fail to rent the unit, the landlord must refund to you, within 20 days, any amount over their actual expenses along with a detailed list of those expenses.
- If you paid your application fee or deposit by cash, certified check, cashier's check, or postal money order, a refund must be made to you within 10 days of the landlord's rejection of your application.

See VRLTA Section 55-248.6:1

You have the right to privacy

Your landlord cannot give information about you to anyone except in certain situations. For example, the landlord can give information about you if:

- you have given written permission,
- the information is a matter of public record,
- the information is a summary of your payment record, including the amount,
- the information is a copy of a noncompliance notice that has not been remedied,
- the information is requested using a subpoena in a civil case,
- the information is requested by a law-enforcement or public-safety agent,
- the information is requested by the purchaser of the property proving the purchaser agrees to keep the information confidential, or
- the information is provided in the case of an emergency,
- the third party is the landlord's attorney,
- the information is requested by a commanding officer, a military housing officer, or the military attorney of the tenant,
- the information is requested by lender of the landlord for financing or refinancing of the property.

See VRLTA Section 55.248.9:1

Landlord Obligations

Inspection of premises

Within 5 days of occupancy the landlord must give a written report itemizing the existing damages to the dwelling. If you disagree with the report you must do so in writing within 5 days of receiving it or the landlord's report will be deemed as correct.

Some landlords allow you to submit a written copy of damages first and they have a right to correct it. The same 5 day periods apply in either case. The landlord can also require a joint written report to be done with each of you signing the report. Be sure to ask how the report is to be done.

See VRLTA Section 55.248.11:1

You have the right to be informed of a change in management, ownership, or change of property for some other use

The landlord must inform possible tenants within 6 months if there is a plan for evicting the tenants resulting from:

- Demolition or major rehabilitation of the property or
- Changing of the rental property to office, hotel, motel, or planned unit development.

For other disclosures, see VRLTA Section 55-288.11.2 and 55-248.12

You have the right to a decent and safe place to live

Virginia law requires that the landlord:

- Meet the requirements of local building and health codes concerning the condition of your apartment.
- Make the necessary repairs to keep your home in livable condition.
- Keep all common areas shared by two or more apartments of the property in clean and safe condition.
- Maintain in good and safe working condition all electrical, plumbing, sanitary, heating, ventilating, air-conditioning units as well as other facilities and appliances, including elevators, supplied or required to be supplied by the landlord.

- Make a reasonable effort to prevent the accumulation of moisture and the growth of mold.
- Provide and maintain good quality trash cans and trash pick-up services in common areas of the apartments.
- Supply running water and reasonable amounts of hot water at all times as well as reasonable air conditioning, if provided, and heat when needed.
- The landlord is only liable for the tenant's actual damages caused by the landlord's failure to exercise ordinary care.

See VRLTA Section 55-248.13

You have the right to a certain level of security

Your landlord may be required by the city, town, or county to supply:

- Dead-bolt locks and peepholes in outside entrance doors,
- Manufacturer's locks and Charlie bars on sliding glass doors, and
- Locking devices on all exterior windows

You may install, within the apartment, new burglary prevention, including chain latch devices approved by the landlord, and fire detection devices that you believe necessary to ensure safety, IF:

- Installation does not cause permanent damage to the apartment,
- A duplicate of all keys and instructions are given to the landlord, and
- When you move out, you will pay the cost to remove all devices and repairs to damaged areas.

See VRLTA Section 55-248.13.1 and 55-248.18 D.

You have the right to proper notice before pesticides are applied in your apartment

- The landlord must give you written notice at least 48 hours before pesticides are sprayed in your apartment, unless you agree to a shorter amount of warning time.

- The landlord must put up notices where any pesticide treatments are being sprayed except in the apartments.

See VRLTA Section 55-248.13.3

You have the right to proper notice of a rent increase or decrease in services

If you have signed a lease, your landlord cannot raise your rent until the lease expires. If you rent month to month, the landlord must give you a 30-day written notice before the increase in the rent or decrease in services. If you rent week to week, the landlord must give you 10 days written notice.

You have the right to a proper eviction notice

If you do not have a lease agreement, the landlord can evict you without any reason; however, you must receive a 30-day written notice. If the eviction is for nonpayment of rent, the landlord may give you a "5-day pay or quit notice." If the rent is not paid within 5 days, the landlord must go to court or give you written notice to leave.

See VRLTA Section 55-248.35

If you have a lease agreement, and your lease ends, you must quickly move out of the apartment. When moving out, you must remove all items that belong to you, leaving the apartment in a good and clean condition; reasonable wear and tear are expected.

See VRLTA Section 55-248.20

You have the right to a fair security deposit

- A landlord cannot ask for a security deposit in an amount over two months' rent.
- Within 45 days after you move out of the apartment, your security deposit must be given to you. If there are any deductions, you must be given a written list with the amount of any deductions, damages, and/or charges.

See VRLTA Section 55-248.15.1

You have the right to speak out

Your landlord cannot take actions against you for joining a renter organization or complaining about the conditions of your apartment to him/her or to any government agency.

Joining a renter organization is a good way to get results from your landlord. A group of people can do more than one person by him- or herself. If your landlord raises your rent, reduces services, threatens to evict you, or takes any action against you for joining a group or complaining, you can sue him or her in Small Claims Court.

Renter's Responsibilities

Pay your rent

You have to pay your rent on time without the landlord having to remind you.

See VRLTA Section 55-248.7

Sign and keep a copy of the lease

You must be given a copy of the lease (rental agreement) within one month of the date you move in. Even if your landlord does not give you a copy of the lease, you are agreeing to the terms of the lease by occupying the apartment or paying the rent. Whether or not you have a copy, you are bound by the terms of the lease that you signed.

No changes in the terms of a lease by a landlord or tenant will be valid unless

- the changes are allowed by the lease and the government, and
- both parties consent in writing to the change.

See VRLTA Section 55-248.7

Follow the terms of the lease

You and the landlord must follow the terms of the lease. The only way you can be evicted before your lease is up is if you do not obey the terms of the lease.

See VRLTA Section 55-248.8

Write down what damages there are to the apartment before you move in

The landlord must give you a written list or checklist, listing everything that is wrong with your apartment. You are responsible for making sure that the information is correct. If the list is not correct, you and the

landlord both have 5 days to state in writing that the list is not correct and what corrections should be made. After the 5 days the list will be assumed to be correct.

When you move out, if there are damages to the apartment that were not listed during those first 5 days, you cannot say the damages were already there when you moved in. The landlord has the right to charge you for the damages.

See VRLTA Section 55-248.11.1

Obey the rules and regulations

A landlord may from time to time, adopt rules or regulations about your use and occupancy of the apartment. Only rules that meet the standards in Section 55-248.17 of the Virginia Landlord Tenant Act are enforceable against you.

The landlord has the right to reasonable entry of your apartment

- If the landlord has a good reason, you must allow him or her to enter your apartment. Some good reasons are to:
 - Inspect the property,
 - Make repairs or decorate,
 - Make alterations or improvements,
 - Supply necessary or agreed services, or
 - Show the apartment to prospective or actual purchasers, mortgagees, tenants, workmen, or contractors.
- The landlord can enter the apartment without your consent in emergency situations.
- The landlord must not abuse the right of entrance or use it to harass you. The landlord can only enter at reasonable hours of the day, except in an emergency.

Remember: Except in emergencies, the landlords must tell you in advance before they plan to enter your apartment.

See VRLTA Section 55-248.18

Keep your apartment in good condition

You must:

- Obey building and housing codes affecting health and safety.
- Keep the apartment as clean and safe as the conditions permit.
- Remove garbage, ashes, and waste in a clean and safe manner into the appropriate containers.
- Keep all plumbing fixtures in the apartment you use as clean as their condition permits.
- Notify the landlord of any repairs that need to be done to the apartment as soon as possible. The notice must be in writing and dated.
- Use all utilities and all electrical, plumbing, sanitary, heating, ventilation, air-conditioning, and other facilities and appliances including elevators on the property in a correct manner.
- Be responsible for your conduct and the conduct of other persons on the property whether known by you or not.
- Abide by all reasonable rules and regulations imposed by the landlord.
- Keep the apartment free from pests and insects.

You must NOT:

- Deliberately or carelessly destroy, deface, damage, impair, or remove any of the property or permit any person to do so whether known by you or not.
- Remove or tamper with a properly working smoke detector.

See VRLTA Section 55-248.16

Give proper notice before moving

You have to give your landlord a written notice in advance of the time you move out. Your lease should

state how much time is enough notice. Usually you must give the landlord written notice that you plan to move at least 30 days before the rent is due. If you have a week-to-week lease then you must give a 10-day notice.

Provide correct information on your rental application

If you give false information on your application, the landlord has the right to end your lease.

Tenant solutions

Always pay your rent even if your landlord is not keeping his or her part of the bargain. You can pay your rent to the court instead of the landlord if you follow the procedures of the VRLTA. For example, if your landlord won't make needed repairs to your apartment, the VRLTA procedure is to:

- Write him/her a letter stating what problems you are having and what repairs are needed. (Keep copies!)
- If nothing is done and you continue having problems, you should go to the General District Court and set up an escrow account in which you pay your rent to the court rather than to the landlord. That way the landlord cannot take legal action against you for withholding your rent.
- Before you pay your rent to the court, you must write a second letter to your landlord telling him/her the exact date you plan to pay rent to the District Court instead of him/her. You are required by law to give the landlord at least 21 days to make repairs before you open the escrow account, unless they are emergency repairs related to health and safety.
- When you go to the court to pay your rent, you must take a copy of your lease and a copy of the letter you wrote asking for repairs. You will be given a court date within 15 days and the judge will decide what to do with your rent money, and what repairs the landlord is required to make.

(For more information, see Tips for Tenants, Housing Opportunities Made Equal, Inc., at <http://www.phonehome.org/GetHelp/LandlordDisputeandTips-forTenants/tabid/112/Default.aspx>.)

A few other problems covered in the VRLTA with solutions and procedures include:

The landlord's breaking the rules

- If the landlord does not stick to the terms of the rental agreement or meet the requirements of the VRLTA that affect your health or safety, you may serve a written notice on the landlord. The written notice must specify the problem and say that the lease will end 30 days after the landlord receives this letter if the problem is not dealt with in 21 days.
- This section of the VRLTA also tells you what you can do if the landlord breaks the lease agreement more than once. It tells you what to do if the landlord cannot fix the problem that his violation of the agreement caused.

See VRLTA Section 55-248.21

Military persons charged for early termination by landlord

If you are a member of the armed forces of the United States or a member of the Virginia National Guard serving on full-time duty or as a Civil Service Technician, you may be allowed to terminate the rental agreement early without being charged with early termination fees or for damages by the landlord.

See VRLTA Section 55-248.21.1



The landlord does not supply heat, water, hot water, or essential services

If your landlord willfully or negligently fails to supply heat, running water, hot water, electricity, gas, or other essential service, you must have a lawyer or the court give a written notice to the landlord stating the violation. If you follow the steps under this section of the VRLTA for correcting the situation, you have the right to recover reasonable attorney fees and damages.

See VRLTA Section 55-248.23

For more in-depth information on the procedures to follow for these solutions and others not shown in this publication, see the VRLTA Article 4.

Where To Get Information or Advice

Virginia Fair Housing Office

Handles cases of discrimination in the rental of a home or a manufactured-home lot.

Address: 9960 Mayland Drive

Suite 400

Richmond, VA 23233-1463

Phone: (804) 367-8530 or (888) 551-3247

Fax: (866) 480-8333

TDD: Call 7-1-1

Website: <http://www.fairhousing.vipnet.org/>

Email: fairhousing@dpor.virginia.gov

Housing Opportunities Made Equal

Provides tenant counseling, discrimination testing, down payment assistance and other services.

Address: 626 E. Broad St. Suite 400

Richmond, VA 23219

Phone: (804) 354-0641

TTY: (804) 354-0680

Fax: (804) 354-0690

TDD: Call 7-1-1

<http://www.phonehome.org/Resources/Publications/tabid/96/Default.aspx>

Tips for Tenants:

<http://www.phonehome.org/pdf/tipsfortenants.pdf>

<http://www.phonehome.org/GetHelp/LandlordDisputeandTipsforTenants/tabid/112/Default.aspx>

Virginia Office of Consumer Affairs

Answer general questions concerning the Virginia Landlord and Tenant Act.

102 Governor St.

Richmond, VA 23219

Phone: (800) 552-9963

Website: <http://www.vdacs.virginia.gov/consumers/>

In Richmond (or out of state): (804) 786-2042

Landlord-Tenant Frequently Asked Questions:

<http://www.vdacs.virginia.gov/consumers/faqs.shtml>

Department of Housing and Community Development

For a copy of the Department of Housing and Community Development handbook containing the current Virginia Residential Landlord and Tenant ACT and sources of legal assistance for landlord/tenant problems.

Main Street Centre

600 E. Main St., Suite 300

Richmond, VA 23219

Phone: (804) 371-7000

Website: <http://www.dhcd.virginia.gov/>

Link to the VRLTA: http://www.dhcd.virginia.gov/forms_and_publications.htm

VaLegalAid.org

This website is a project of legal aid offices across Virginia, the Virginia Poverty Law Center, the Legal Services Corporation of Virginia, and the Legal Services Corporation. The goal is to provide complete, accurate, up-to-date information on poverty law issues in an interactive and easily accessible format.

Website: <http://www.VaLegalAid.org/>

Code Violations

Contact the city building inspector listed in the blue section of your local telephone book (white pages).

Please note that some cities and counties in Virginia have their own landlord tenant commissioner offices. Please contact those offices directly for additional information that may be specific to your locality.

Web addresses were valid as of May 25, 2012.

Original by Celia Ray Hayhoe, Ph.D., Family Resource Management Specialist, and Stacey Williamson, former graduate student, Virginia Tech

FORM A: DWELLING CONDITION CHECKLIST

Tenant: _____

Address: _____

CODE: G = good F = fair U = unsanitary In=condition at Move-In Out=condition at Move-Out

INTERIOR																
	Kitch.		Bath 1		Bath 2		Liv. Rm.		Hall		Fam. Rm.		BR 1		BR 2	
	In	Out	In	Out	In	Out	In	Out	In	Out	In	Out	In	Out	In	Out
Ceiling																
Walls																
Floors																
Windows																
Doors																
Cabinets																
Electrical																
Ventilation																
Plumbing																
Refrigerator																
Stove																
Oven																
Table																
Chairs																
Furniture																

DESCRIBE ANY UNSATISFACTORY CONDITIONS IN DETAIL:

EXTERIOR							
Walls		Doors		Roof		Yard	
In	Out	In	Out	In	Out	In	Out

REMARKS:

Signatures

Move-In: _____
Landlord *Date* *Tenant* *Date*

Move-Out: _____
Landlord *Date* *Tenant* *Date*

FORM B: DEMAND FOR SECURITY DEPOSIT

Dear Landlord:

I moved out of the dwelling unit on (date) _____

Please return my security (and/or cleaning) deposit within fifteen (15) days from date of receipt of this letter as required by law, Virginia Landlord Tenant Act §55-248.15.1.

I will return to your office to pick up my deposit on (date) _____

OR

Please mail my deposit to me at the following address:

Thank you for your cooperation.

Sincerely,

Signature: _____

Printed Name: _____

Street Address: _____

City, State, Zip: _____

Date: _____

FORM C: LOCK-OUT

Dear Landlord;

On (date) _____ I was unlawfully locked out of my dwelling unit located at (address) _____ (apartment number)# _____. I am writing to notify you that you are in violation of Virginia law, VLTA §55-248.26, which makes a lock-out illegal. Pursuant to this section, you may be liable for actual damages caused by your actions as well as reasonable attorney's fee if incurred. Please remove the locks immediately and let me back in to my home, or I will take legal action to recover possession of the premises and damages.

Sincerely,

Signature: _____

Printed Name: _____

Street Address: _____

City, State, Zip: _____

Date: _____

FORM D: ILLEGAL UTILITY SHUTOFF

Dear Landlord:

On (date) _____ you or your agent wrongfully shut off the electricity gas water for my dwelling. Your actions constitute a violation of the Virginia Landlord Tenant Act. §55-248.23 provides that a landlord who intentionally or willfully shuts off a tenant's utilities is subject to compensate for legal damages and reasonable attorney's fees. The Act provides that the only way a landlord may evict a tenant is by legal action. Shutting off utilities in an attempt to force a tenant to pay a past due bill or to make the tenant move violates the Act.

Please turn the utilities back on immediately to avoid being sued for rent.

Sincerely,

Signature: _____

Printed Name: _____

Street Address: _____

City, State, Zip: _____

Date: _____

FORM E: NOTICE OF VACATING AND REQUEST FOR INSPECTION:

Dear Landlord:

I am writing to inform you that I intend to vacate the dwelling located at _____ apartment number _____ as of (date) _____.

If you do not inspect, I will assume you accept the dwelling in as good condition as when I took possession, ordinary wear and tear expected.

Sincerely,

Signature: _____

Printed Name: _____

Street Address: _____

City, State, Zip: _____

Date: _____

(See Also Form B, Demand for Security Deposit)

FORM F: NOTICE OF VACATING BEFORE LEASE EXPIRES

Dear Landlord:

On (date) _____ I plan to move out of my dwelling located at _____
apartment number _____.

Because I wish to keep costs at a minimum, I am enclosing the names, addresses and phone numbers of persons who have expressed an interest in renting this dwelling on or about (date) _____ at the same rent that I pay.

The names, addresses, and phone numbers are:

Name	Address	Phone Number

Sincerely,

Signature: _____

Printed Name: _____

Street Address: _____

City, State, Zip: _____

Date: _____