

## RESIDENTIAL LANDLORD-TENANT ISSUES

### Important Information – Please read first

This document is intended for informational purposes only and should not be construed as legal advice. If you have to go to court as a result of a landlord-tenant dispute, either as defendant or plaintiff, you should consider seeking qualified legal assistance.

The [Virginia Residential Landlord and Tenant Act \(Act\)](#), Sections 55-248.2 through 55-248.40 of the Code of Virginia, establishes the rights and obligations of residential landlords and tenants in the Commonwealth, but only the courts can enforce those rights and obligations.

For this reason, the Consumer Protection Section of the Office of the Attorney General of Virginia provides general information to individuals on matters related to landlord-tenant issues but it does not accept written complaints.

You should consider reviewing the Act for applicability to your own situation. If you believe that it was violated in your case, you may have legal recourse, but this is something you should discuss with an attorney. If you do not have an attorney, you may contact one through the [Virginia Lawyer Referral Service](#) at 800.552.7977 or 804.775.0808, or through [Virginia Legal Aid](#) at 866-534-5243.

### Frequently Asked Questions regarding residential landlord-tenant issues

#### Q: What law in Virginia addresses landlord-tenant issues?

The [Virginia Residential Landlord and Tenant Act \(Act\)](#), Sections 55-248.2 through 55-248.40 of the Code of Virginia, establishes the rights and obligations of landlords and tenants in the Commonwealth. Please review Section 55-248.5 to determine whether the Act applies to your lease. Only the courts can enforce the rights and obligations set forth in the Act. The organizations listed at the bottom of this document may provide additional information about the Act. However, different cities and counties in Virginia have their own landlord-tenant commission or similar office. Please contact those offices directly for additional information that may be specific to your locality.

#### Q: I'm on a yearly lease and want to move. Can I break my lease?

You should review your lease thoroughly to determine if there is an early termination clause. If there is one, you should follow the terms of the clause regarding prior notification to the landlord. If there is no provision in your lease for early termination, discuss your concerns with your landlord. You should consider arranging a sub-lease or exchange that will be mutually agreeable. Abandoning the property will not resolve the issue and may cause you additional expenses or legal problems.

#### Q: My landlord refuses to repair anything. What can I do to get things repaired?

Serious repair issues, such as faulty electrical wiring, gas leaks, and structural damage may be violations of the local building code which should be brought to the attention of the Building Inspection office for your city or county. The Building Inspector may inspect your building, and if warranted, issue a citation to the landlord for any violations that require repairs. Section 55-248.13 of the Act outlines the duties and responsibilities of the landlord to maintain the rental property. For issues not involving safety, you should advise the landlord in writing of the specific items needing repair. The letter should state that the landlord has a reasonable amount of time not to exceed thirty days, from the date of receipt to make the repairs. You should consider sending the letter via certified mail so the delivery date is noted. If repairs are still not made, the tenant may place the rent in an escrow account with the General District Court having

jurisdiction in that locality. This action is detailed in Section 55-248.27 of the Act. The contact information for the appropriate General District Court in your locality is available from the Virginia Supreme Court Web site. You may also wish to check your local telephone directory.

**Q: My roommate situation is not working out. Can I leave without a problem?**

You should refer to the terms of your lease. In most cases, roommates are considered "tenants in common." All parties named on the lease are responsible for the rent. Check with your landlord to see if you can make arrangements to have another party take your place on the lease. Prior to signing any lease, it is always a good idea to have a written understanding among roommates stating individual responsibilities and expectations.

**Q: What is eviction?**

Eviction is the process by which a landlord obtains possession of the rental property by entering a law suit against the tenant and receiving judgment from the court directing the tenant to leave the property and pay back any rent, damage claims, and the costs of the court process. If your landlord is trying to evict you, you will be notified of this action and summoned to appear in court to address the charges. You should be prepared to offer a defense. Section 55-248.31 of the Act outlines steps that must be taken by the landlord in the eviction process.

**Q: I can't pay all of my rent this month. Can the landlord evict me?**

The full rental amount is due and payable on the date stated on the lease. If you fail to pay that amount, the landlord may issue a "pay or quit" notice that requires you to pay the full amount by a given date. The landlord is not obligated to accept partial payments. The landlord cannot remove your property or take other action against you to remove you, but must rely on an eviction notice from the courts to take possession of the property.

**Q: My lease is about to end. Can the landlord increase my rent?**

Unless otherwise limited by the terms of the lease, landlords can increase rental fees at the end of the lease period by any amount they choose. There is no cap on the amount of increase. You should contact your landlord prior to the end of the lease to determine if there will be an increase and, if so, how much. Landlords should give proper notice prior to the end of the lease if the rent will increase.

**Q: How long can my previous landlord keep my security deposit?**

The security deposit is held to pay for items damaged beyond reasonable wear and for any late or unpaid bills or fees. The landlord has 45 days from the end of the lease to inspect the unit, make any qualifying repairs, and return to you the remaining balance plus interest if applicable. Section 55-248.15:1 of the Act addresses this issue.

**Q: I'm a member of the Armed Forces and have been ordered to another location. What can I do about my lease?**

If you are on active duty or a civilian employee with the military, you may qualify for early termination of the rental agreement pursuant to Section 55-248.21:1 of the Act. This section addresses early termination by persons receiving orders to relocate at least 35 miles away from their current address, and it covers persons leaving active service. You are strongly advised to read the entire section carefully to determine the conditions that must be met for early lease termination.

**Q: My landlord thinks he can come into my home at any time. Can he?**

Your landlord may gain access to the property to make repairs, inspect the property, or to show the property to prospective buyers or tenants. In these cases, the tenant may not unreasonably withhold access to the property. In cases where access is denied, either party may bring a civil action in General District Court to remedy the issue. Section 55-248.10:1 of the Act addresses the rights and remedies of both landlords and tenants.

**Q: My lease is about to end and I don't have another place to live. Can the landlord evict me?**

Yes. Your landlord is not required to extend the term of the lease. Although some leases provide for month-to-month rental agreements following the expiration of the original lease, landlords are not required by law to offer such provisions or to extend the term of the lease. The landlord may take legal action to evict the tenant. Section 55-248.20 of the Act addresses this issue.

**Q: I believe my landlord has discriminated against me. What can I do about it?**

Discrimination in housing based on race, color, religion, national origin, gender, family status, age, or disability is illegal. Complaints involving such issues should be directed to the Virginia Fair Housing Office at 888.551.3247 or 804.367.8530.

**Additional Resources**

In Virginia, only the courts can enforce the rights and responsibilities of landlords and tenants. However, the following offices may provide you with basic information about the Act or assist you with rental issues.

[Virginia Residential Landlord and Tenant Act](#)

[Virginia Lawyer Referral Service](#)

800.552.7977 or 804.775.0808

[Virginia Legal Aid](#)

866-534-5243

[Virginia Supreme Court - General District Court finder](#)

804.786.6455

[Virginia Fair Housing Office](#)

888.551.3247 or 804.367.8530

[City of Alexandria - Office of Housing](#)

703.838.4545

[Fairfax County - Tenant-Landlord Commission](#)

703.222.8435