

Handbook for Tenants and Landlords

The Key to Understanding Your Rights and
Responsibilities

Prepared by:
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About the Commission

In October 1971, the Tenant-Landlord Commission was established by the Fairfax County Board of Supervisors to give objective and fair assistance to the County's tenants and landlords. The Commission provides information to educate the public about the rights and responsibilities of tenants and landlords, recommends changes in tenant-landlord law at all levels of government, represents County interests concerning tenant-landlord matters before legislative and other public and private bodies, and arbitrates tenant-landlord complaints referred by the staff of the Consumer Affairs Branch of the Department of Cable and Consumer Services.

The Commission is comprised of ten members, appointed by the Board of Supervisors for three-year terms. Three of the Commissioners represent tenants, three represent landlords, and four represent the community-at-large. The Commission meets on the third Thursday of each month in the Fairfax County Government Center, at 8:30 p.m. The meetings are open to the public and time is available for the public to present ideas, questions, or problems concerning rental situations to the Commission. If you wish to attend a Commission meeting or discuss a tenant-landlord problem, contact the staff of the Consumer Affairs Branch, Department of Cable and Consumer Services at 703-222-8435, TTY, 711 or consumeraffairs@fairfaxcounty.gov.

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INTRODUCTION

The purpose of this handbook is to provide information about the rights and obligations of tenants and landlords in Fairfax County. Laws that govern tenant-landlord relationships and information about typical rental situations are presented. Readers are encouraged to review this information in conjunction with their lease agreement, so they are clear about their rights before a problem occurs, and understand the solutions that are available if a dispute arises. This handbook is a guide. It is not intended to be a source of legal advice, or a complete authority on Virginia tenant-landlord laws, which change from time to time. An attorney should be consulted to fully understand and protect your legal rights. By reading this handbook, it is hoped that tenants and landlords will gain a better understanding of the rental process to prevent misunderstandings, violations of lease agreements, and encourage open communication.

Fairfax County Consumer Affairs provides information, advice, and voluntary mediation to the tenant-landlord community. Written complaints are investigated based on lease agreements and laws. By facilitating communication between tenants and landlords, efforts are made to help them reach a mutually satisfactory solution to problems and disagreements through discussion, understanding, and compromise. While every effort is made to resolve a complaint through mediation, Consumer Affairs cannot compel a resolution. However, most tenants and landlords who contact Consumer Affairs find that our services provide an efficient alternative to the often lengthy and costly court process.

The Fairfax County Tenant Landlord Commission (Commission) represents the County's interest on tenant-landlord matters, provides information to the public on the rights and responsibilities of tenants and landlords, and recommends changes in the law. If a tenant-landlord dispute cannot be resolved through mediation, it may be forwarded to the Commission for binding arbitration if both parties agree. The Commission's decision is binding and can be enforced in court if necessary.

As a tenant or a landlord, it is your responsibility to understand the requirements of the law, and the provisions in your lease agreement. Knowing these rights and responsibilities will equip you with the knowledge you need, and prepare you to deal with issues that might occur during the rental relationship. This handbook is designed to supplement your lease agreement and offer the information and resources you need to be an informed tenant or landlord.

TENANT – LANDLORD LAWS

Several laws govern relationships between tenants and landlords in Fairfax County. The Virginia Residential Landlord and Tenant Act (VRTLA), establishes the rights and obligations of tenants and landlords in Virginia, and supersedes all leases and county ordinances. In Fairfax County, the VRLTA applies to all apartment buildings and other multi-family dwellings. Single family, townhouse, and condominium rental agreements, where the landlord owns and rents four or less units are exempt from this act. This law is also known as Chapter 13.2 of the Code of Virginia and may be changed or amended by the Virginia General Assembly. Exempt rental dwellings may be covered under the VRLTA if there is a clause in the lease that states this law applies. You should review the current law for possible amendments. Only a court of law has the power to enforce the VRLTA.

If you are not covered by the VRLTA, you have fewer choices. The lease should state the full agreement between the tenant and landlord. Also, Chapter 13 – Landlord and Tenant, applies if the landlord is exempt from the VRLTA, or if there is not a lease agreement. This chapter is referred to as “common law.”

The Fairfax County Code, Chapter 12, Tenant-Landlord Relations, applies to rental agreements for dwelling units located within Fairfax County. This code requires landlords to post a sign advising tenants of the existence of the Tenant-Landlord Commission, and outlines the duties of Consumer Affairs and the Tenant-Landlord Commission.

The Virginia Uniform Statewide Building Code (VUSBC), Virginia Maintenance Code, establishes the minimum standards for health and safety in all dwellings occupied by a tenant and applies to all rental agreements. These standards are enforced by the Fairfax County Zoning Enforcement Branch, Property Maintenance Section, and the Fairfax County Health Department, Division of Environmental Health, Community Health, and Safety Section.

The Fairfax County Human Rights Ordinance prohibits discrimination in housing. Any person who refuses to sell, lease, or sublease or rent on the basis of race, sex, religion, color, national origin, age, marital status, disability, or familial status may be discriminating. For more information, or to file a complaint regarding housing discrimination contact the Human Rights Commission.

Virginia Residential Landlord and Tenant Act

Rentals Covered	Rentals Not Covered
<ul style="list-style-type: none">• Apartments in all multi-family buildings.• Single-family houses, town homes, duplex houses, or condominium units rented from landlords who own at least five rental units.• Landlords that are not natural persons, such as commercial businesses or business partnerships and corporations.• Any dwelling, if the lease states that the Virginia Residential Landlord and Tenant Act apply to the lease agreement.• Hotels, motels, vacation cottages and boarding houses if a tenant stays more than 31 consecutive days.• Duplexes that share common areas such as hallways, stairs, foyers, or share facilities such as heat or hot water.	<ul style="list-style-type: none">• Condominium owner or a holder of a proprietary lease in a cooperative.• Single-family residence or condominium unit where the owner owns four or less single-family residences subject to a rental agreement.• Residents of hotels, motels, vacation cottages, or boarding house, if they stay less than 30 consecutive days.• Tenant who is not required to pay rent.• Employees of a landlord who lives in the rental unit as a condition of employment or an ex-employee who lives there less than sixty days.• Resident of public or private medical geriatric, educational, religious, counseling, or correctional institution.• Public or other housing regulated by the Department of Housing and Urban Development if the regulation is inconsistent with the VRLTA.• Member of a fraternal or social organization.• A dwelling for sale that is occupied by a tenant who is in the process of purchasing the unit.

I. BEFORE YOU RENT

Before signing a lease agreement, prospective tenants should carefully read the lease and be sure they understand all of the requirements, provisions, rules, addendums, and laws that apply. If you have a question, ask the landlord and make sure you understand the answer, and that you are willing to live with all of the terms or conditions. If a condition is not acceptable to you, discuss it with the landlord. If the landlord agrees to make any changes, get it in writing so it is clear what the landlord will do, how it will be

done, and when it will be done. A lease agreement should clearly specify the rights and obligations of both the tenant and landlord, and explain the rental rules that determine how the unit will be operated or maintained. The best time to negotiate terms and conditions is before you sign the lease. Remember, a signed rental agreement is a legally binding, contract, and there is no grace period after signing a lease to change your mind.

BEFORE YOU SIGN THE LEASE AGREEMENT

- If possible, inspect the unit you will be renting before you pay a deposit or sign any documents. Examine the walls, ceilings, stairs, windows, lights, carpets, plumbing, heating, and kitchen appliances such as stove, refrigerator, dishwasher, and disposal. Check for cleanliness, and look for evidence of unsanitary conditions that might pose a health hazard such as signs of rodents, roaches, or other insects. If repairs or other corrective actions are needed, get a written commitment from the landlord so it is clear what the landlord will do, when, and how it will be done.
- If you are unable to see the actual unit you will be renting, ask about the age and condition of the appliances, and if the dwelling will be painted or the carpet replaced before you move in. Find out about redecorating policies or restrictions. Ask if carpet is required on bare floors for noise reduction and, if so, how much of the floor must be covered. Find out if window treatments are provided. Get all agreements for repairs or maintenance in writing.
- Understand who is responsible for paying for water, sewer, trash removal, electric, gas, cable TV, or other services. If the tenant pays for any of these services, ask the landlord or utility company for estimates of bills so you can budget and understand what your total living expenses will be in addition to the monthly rent. Ask the landlord how these services will be billed and what method is used to determine the amount a tenant must pay. If there is energy sub metering equipment, energy allocation equipment, a ratio utility billing system, or water and sewer sub metering equipment, this information should be clearly stated in the lease agreement. If the landlord pays for utilities, find out if the lease allows a rent increase if utility rates go up.
- Find out who is responsible for maintenance of the appliances, mechanical equipment, electrical, plumbing, sanitary, heating, ventilating, and air conditioning facilities during the tenancy. Also, find out who is responsible for the repair of appliances, fixtures, security devices, or other equipment provided by the landlord that stops working or needs repair or replacement.
- Make sure that security and safety devices such as smoke detectors, deadbolt locks, building-entrance locks, or intercom systems that are provided, work properly.
- Be sure fire exits are clearly marked and there is adequate lighting in all common areas such as stair wells, hallways, or parking areas.

- If laundry facilities or storage is provided, check out the location, operating hours, cost, and rules for usage.
- If pets are allowed, read the policy to find out about restrictions regarding type, weight, size and number of pet(s) permitted. A pet deposit may be required in addition to the security deposit; however, a landlord cannot charge a pet deposit for tenants with trained guide dogs, signal dogs, or service dogs. All tenants are responsible for damage caused by their pet(s).
- Find out if the landlord will accept delivery of packages or furniture, and if so, the requirements and limitations.
- Check out move-in and move-out times and requirements.
- Parking rules and regulations for on site as well as street parking should be clarified. Find out about the number of cars allowed, provisions for guest parking, and how parking rules are enforced.
- Research the neighborhood for schools, places of worship, public transportation, fire and police services, medical, shopping, entertainment, and other features that your lifestyle requires for comfort and convenience.
- Contact the local police department for crime activity and safety information about the neighborhood you are considering. In Fairfax County, Police Department Weekly Incident Reports are posted each Friday.
- If you have appliances or equipment that is not provided by the landlord, find out if they can be installed when you move in, and get written permission from the landlord before a rental commitment is made.
- Examine the building exterior and landscaping conditions for signs of routine maintenance and upkeep.
- Ask if the landlord has any plans to convert the property to condominium ownership or conduct any extensive renovation or rehabilitation that would make the unit uninhabitable while the work is being performed.
- Get a copy of everything you will be asked to sign in advance. Read these documents to be sure you understand and agree with all of the requirements. The time to discuss and negotiate terms and conditions is before you sign the lease agreement. If you and the landlord cannot agree to terms that satisfy both of you, continue your search for a rental situation that you will be comfortable with.

RENTAL APPLICATION AND FEES

In order to rent an apartment or other dwelling unit, landlords may require prospective tenants to complete an application form and pay an application fee. This fee is used by the landlord to review the applicant's rental and credit history, employment record, current income, and conduct a background check. The landlord may require the following from applicants:

- A social security number issued by the U.S. Social Security Administration or an individual taxpayer identification number issued by the U.S. Internal Revenue Service.
- A photocopy of each applicant's driver's license or other similar photo identification as part of the application process.

Before submitting a rental application, applicants should be sure they want the dwelling because some, or all, of the application fee, may be nonrefundable. Once the fee is paid, get a receipt, and a copy of the rental application.

If the application fee is more than \$32, and the applicant decides not to take the unit, or the landlord rejects the applicant, landlords, subject to the VRLTA must give the applicant an itemized list of their actual expenses and damages, and provide a refund minus these charges. The landlord is entitled to deduct from the tenant's application fee the actual expense and damages they incurred to prepare and hold the unit for the applicant.

The length of time a landlord has to provide a refund and itemization of expenses depends on how the application fee was paid.

- If the application fee was paid by regular check, the refund must be made within twenty days of the applicant's failure to rent the unit if the failure to rent is due to the landlord's rejection of the application.
- If the landlord does not accept the applicant and the application fee was paid by cash, postal money order, cashier's check, or a certified check, a refund must be made within 10 days of the rejection of the application.
- If the landlord does not comply with this requirement and is governed by the VRLTA, the tenant may sue to regain this fee plus reasonable attorney fees.

If the VRLTA does not apply to the rental unit, a tenant should ask the landlord the following questions and get answers in writing:

- What charges will be deducted from the application fee if I do not rent the unit, and how long will it take to get a refund?

- What happens to the application fee if the landlord does not accept the application, and will the application fee be refunded?
- How soon after I submit the application can I rent the unit and what happens to the application fee?

CONFIDENTIALITY OF TENANT FINANCIAL RECORDS

Personal financial information about tenants or prospective tenants is confidential. The landlord should not share or release tenant records unless:

- The tenant or prospective tenant has given prior written consent.
- The information is already a matter of public record.
- The information is a summary of the tenant's rental payment record, or the tenant's rent payment.
- The information is a copy of a material noncompliance notice that has not been remedied by the tenant, or a termination notice given to the tenant under §55-248.31 of the VRLTA and the tenant did not remain in the premises.
- The information is requested by a law-enforcement or public safety official in the performance of their duties.
- The information is provided in the case of an emergency.

The landlord must protect the privacy and confidentiality of a tenant's information and not share it with a third party unless required by law, or in compliance with a law enforcement request.

FAIR HOUSING

Federal, state, and county laws prohibit discrimination in rental housing. Landlords must review all applicants on the basis of income, employment, prior rentals, and credit history only. Discrimination on the basis of race, religion, national origin, color, sex, age, marital or familial status, or disability is prohibited by the Fairfax County Human Rights Ordinance. Questions or complaints involving discrimination should be directed to:

- **Fairfax County Human Rights Commission**
703-324-2953, TTY 703-342-2900
www.fairfaxcounty.gov/hrc
- **U.S. Department of Housing and Urban Development**
888-799-2085, TDD 800-927-9275
http://portal.hud.gov/portal/page/portal/HUD/topics/housing_discrimination

AFFORDABLE HOUSING

The Fairfax County Department of Housing and Community Development administers the Federal Housing Choice Voucher rental subsidy program, the Fairfax County Rental Program, the Public Housing Rental Program and the Affordable Dwelling Unit Program for builders and developers. Information about these programs is available at:

- **Fairfax County Department of Housing and Community Development**
703-246-5280, 703-385-3578 TTY
<http://www.fairfaxcounty.gov/rha/>

LEAD-BASED PAINT

Many apartments and houses built before 1978 may have paint that contains lead. Exposure to lead from paint, dust, and soil can cause serious health problems. Before a lease agreement starts, Federal law requires landlords to provide a disclosure statement on lead-based paint. If a tenant suspects a lead paint problem in the rental unit, they should contact the Fairfax County Division of Environmental Health (DEH) at 703-246-2300, TTY 711, or review information provided by DEH about lead. Another resource for information is the booklet, "*Protect Your Family from Lead in Your Home.*" More information about lead hazards is available at:

- **U.S. Department of Housing and Urban Development**
Office of Healthy Homes and Lead Hazard Control
451 Seventh Street, SW, P-3206
Washington, DC 20410
202-755-1785

MOLD

Mold is a naturally occurring microscopic organism that is found everywhere in our environment. Depending on where it grows, mold can be helpful or harmful. Tenants and landlords need to know how to prevent mold in order to minimize the potential for growth where we live, and understand how to deal with mold growth if it occurs. The responsibility for cleaning up mold can be either the tenant's or the landlord's responsibility, or it can be a shared responsibility. Tenants should read their lease so they understand what is required to prevent mold growth. Landlords should have a plan of action to deal with mold should it occur. DEH offers information about mold and mildew. The Environment Protection Agency also provides *A Brief Guide To Mold, Moisture, and Your Home.*

OCCUPANCY LIMITS

In Fairfax County, housing, building, and zoning codes limit the number of people who may live in a home, apartment, townhouse or condominium. Occupancy requirements are governed by the Virginia Uniform Statewide Building Code (VUSBC) and the Fairfax County Zoning Ordinance. The VUSBC places limits on the number of people who may live in a dwelling and establishes the following occupancy standards that are enforced by the Fairfax County Zoning Enforcement Branch:

- A bedroom or sleeping area regularly occupied by one (1) person must have at least 70 square feet of space.
- For two (2) people, 100 square feet of space.
- For three (3) people 150 square feet.
- In addition to the space requirement, the room(s) used for sleeping must provide privacy, adequate light and ventilation, and two means of exit; one must lead directly to the outside. Kitchens, bathrooms, hallways, living and dining rooms, non-habitable spaces, and other interior public areas may not be used for sleeping.

The Fairfax County Zoning Ordinance says that no more than four unrelated people may live in a house. Following are other zoning rules that govern how many people can live in a house:

- One family, which may consist of one person or two or more persons related by blood or marriage with any number of natural children, foster children, step children, or adopted children. In addition, there may be up to two roomers or boarders.
- Two single parents or guardians with no more than a total of six of their dependent children, including natural children, foster children, step children, or adopted children, functioning as a single housekeeping unit.
- A group of not more than four persons not necessarily related by blood or marriage living as a single housekeeping unit.

For questions or to report overcrowding, call the Fairfax County Zoning Enforcement Branch at 703-324-1300, or www.fairfaxcounty.gov/striketeam .

DON'T RUSH INTO A RENTAL AGREEMENT

Tenants and landlords should check all sources of information before they sign a lease agreement. Prospective tenants should talk to other tenants or current residents about the premises, neighborhood, and landlord before they sign a lease agreement.

Landlords should do a thorough screening and credit check of all prospective tenants and examine their previous rental record. Landlords should have fair screening guidelines and apply them equally to all applicants in accordance with fair housing laws.

Landlords can review active and inactive cases in all general district courts in Virginia to obtain current information about an applicant's history of evictions, civil judgments less than \$15,000, and convictions of criminal misdemeanors. This information is available through the case management system for General District Courts in Virginia.

Credit checks may be obtained from the following national credit services for a fee:

Equifax	800-685-1111
Experian	888-397-3742
TransUnion	877-322-8228
First Advantage Safe Rent	800-999-4010
National Tenant Network	866-387-6320

While it is important to screen an applicant at the beginning of a lease, it is also important to keep detailed records during the tenancy. This documentation will be essential if a lease ends badly. Good record keeping will assist in resolving problems or disputes when they occur.

Landlords who use consumer reports to evaluate rental applications need to understand and follow the provisions of the Fair Credit Reporting Act (FCRA). The FCRA is designed to protect the privacy of consumer report information and to guarantee that the information supplied by consumer reporting agencies is as accurate as possible. The FCRA requires landlords who deny a lease based on information in the applicant's consumer report to provide the applicant with an "adverse action notice." For details about using consumer reports and the FCRA, read the publication *Using Consumer Reports: What Landlords Need to Know* from the Federal Trade Commission.

ATTENTION LANDLORDS

Chapter 12, of The Fairfax County Code, Tenant-Landlord Relations, requires every landlord in Fairfax County to post a sign in the rental office advising tenants of the existence of the Fairfax County Tenant-Landlord Commission, along with the phone number for tenants to call Consumer Affairs for information, advice, and to file a complaint. Consumer Affairs investigates complaints based on applicable laws and voluntary mediation. If mediation efforts are exhausted, staff may recommend arbitration, which is conducted by the Tenant-Landlord Commission. Serious problems or disputes that cannot be resolved through mediation or arbitration can be filed in the Fairfax County General District Court.

A WORD ABOUT VERBAL AGREEMENTS

Tenants and landlords have rights and obligations whether they sign a written lease or not. Verbal agreements are legally binding but are often subject to misunderstandings and can be difficult to prove when there is a problem or dispute. A verbal agreement requires the tenant and landlord to accurately remember who said what to whom, when it was said, and what the intent of the agreement was. For example, if a landlord tells a

tenant that new carpet will be installed in the unit before the tenant moves in, but does not do so, it will be difficult for the tenant to get the landlord to follow through if they change their mind. A signed, written lease agreement is always a good idea because it clearly specifies what a landlord and tenant agree to so when there is a problem, compliance can be sought through mediation or enforced in court if necessary.

Get all promises or agreements regarding the unit you will be renting in writing as well as throughout the tenancy.

II. SIGNING THE RENTAL AGREEMENT

A lease agreement is a legally binding contract that outlines the responsibilities and rights of tenants and landlords. Both parties should read and understand the lease before signing it. This is the final opportunity to question and discuss any provisions, conditions, limitations, rules, addendums and requirements that are not thoroughly understood. Landlords governed by the VRLTA must give the tenant a copy of the signed lease agreement within one month of the effective date of the written agreement. Once the lease is signed, any changes, modifications, oral promises, conditions and agreements between the tenant and landlord must be in writing and signed by both parties to be enforceable. If either the tenant or landlord fails to sign the lease, it still becomes effective, and can be enforced if the tenant pays rent and moves into the unit and the landlord accepts rent from the tenant. All persons who will occupy the premises should be listed on the lease, and those above the age of 18 may be required to sign the lease.

COMMON TERMS, PROVISIONS AND CONDITIONS

Following are some common terms, provisions, and conditions, found in lease agreements:

Additional Charges – A lease agreement may include charges for late payment of rent, processing fees for bad check charges, renter’s insurance, utilities, amenities, cleaning or redecorating fees, and possibly, reasonable attorney’s fees if there is a breach of the lease agreement.

Alterations – Alterations are physical changes made to the premises by the tenant, such as new paint, wallpaper, carpet, or significant modifications such as a grab bar in the shower or tub area, or widened doorways for wheelchair access. The landlord may require the tenant to pay for the alterations and require the unit be returned to its original condition at the end of the tenancy. The tenant should get written permission from the landlord before undertaking any modifications. This agreement should state who is responsible for material, labor, and any other cost associated with any changes.

Authorized occupant – Any person entitled to occupy the rental unit with the consent of the landlord, but has not signed the rental agreement. This occupant does not have the rights and obligations as a tenant under the rental agreement. This may include

a spouse, family member, relative, or others who move into a rental unit with the authorized tenant.

Conduct - Tenants are responsible for the conduct and behavior of all occupants, guests, and visitors. The landlord may bar a tenant's guest from the premises for conduct that violates the terms of the lease agreement, or local, state, or federal law. Landlords governed by the VRLTA should review §55-248.31:01 for details.

Dwelling Unit – Any place that is rented such as a house, apartment, condominium, mobile home or mobile home park space.

Holdover – A tenant who fails to leave the rented premises at the end of the lease and does not have permission from the landlord to stay in the unit is referred to as a “hold-over” tenant. The landlord may hold the tenant responsible for rent for another rental term or evict the tenant. It is important that a tenant return possession of the unit to the landlord by returning the keys and fulfilling their obligations under the lease agreement to avoid being responsible for rent payments or court action.

Lease Break – Vacating the rental unit before the lease termination date is a breach of contract and may result in costly consequences. If a tenant leaves before the lease expires, it may cost money and a favorable rental reference. When a lease is broken or terminated early, the landlord can charge the tenant for cleaning, repairs, redecorating, rental advertising costs, reasonable attorney fees, and rent for the remainder of the lease term. If a landlord breaks the lease, the tenant can ask the landlord to pay for relocation or other incentive for the tenant to move early. Both the tenant and the landlord have a legal obligation to complete the term of the lease agreement.

Lease Term – The term of a lease is defined by the length or duration of the agreement, and has a definite start date and an end date. A lease may start or end on any day or date of the month. However, all leases do not end automatically. If the lease contains an automatic renewal, clause, either the tenant or landlord must submit a written notice in accordance with the terms of the lease to change or terminate the tenancy.

Maintenance – Tenants are required to keep the dwelling unit clean, safe, use all utilities, facilities, and appliances in a reasonable manner and comply with all applicable housing and fire codes. Landlords are required to comply with all laws relating to rental properties, keep the property in good condition, make all necessary repairs and maintain all electrical, plumbing, and other equipment supplied by the landlord.

Month-to-month Tenancy – An agreement between a tenant and a landlord to rent from one month to the next, rather than for a fixed period of time is referred to as a month-to-month tenancy. Each month represents a new rental term, and will continually renew until a written notice, as required by the lease agreement, is given by either the tenant or landlord.

Notice – The VRLTA and most lease agreements require written notice by a tenant or landlord when communicating a fact or information regarding the lease agreement.

When giving notice, both the tenant and landlord have to be able to prove that the other has knowledge of the information, and that the notice has been provided according to the terms of the VRLTA or the lease agreement §55-248.6 of the VRLTA provides details for providing proper notice in rental situations covered by this law.

Occupancy Standards – The maximum number of persons permitted by law to occupy and live in a residential dwelling is based upon a minimum square footage of sleeping area per person. For details about these requirements contact the Fairfax County Zoning Enforcement Branch at 703-324-1300, or www.fairfaxcounty.gov/striketeam.

Pets – Allowing or prohibiting pets in the rental premises is determined by the landlord, and must be stated in the lease. The landlord can include terms restricting the size, kind, and number of pets a tenant may have. When pets are allowed the landlord may require an additional cleaning fee, or monthly fee for keeping pets. Read the lease carefully and be sure you agree with all deposits and fees. Be especially alert for non-refundable pet fee.

Possession of Premises – In rental terms, possession of premises refers to any situation in which a tenant has control and occupancy of the premises. Possession of the premises does not always end at the same time that the lease agreement terminates but rather with the surrender of control of the premises by turning over the keys to the landlord. If a tenant does not return the keys the landlord may charge for changing the locks and in some cases, charge rent for each day the tenant has the keys.

Until the keys are in the landlord's possession, a tenant is considered to be a "holdover tenant" and may be responsible for paying rent through another lease term.

Prepaid Rent – Refers to money paid more than one month in advance of the rent due date(s) by the tenant. The landlord must place prepaid rent into an escrow account where it remains until the rent becomes due. This rent is not to be removed from the escrow account without the written consent of the tenant.

Renewal – Many leases contain a provision that allows the lease to automatically renew for another term, or to renew on a month-to-month basis when the fixed term ends. Automatic renewal means that if the tenant does not give notice, the landlord can hold them to an additional period of time such as one year. An automatic renewal provision should be clearly disclosed in the lease agreement. Tenants and landlords must follow the notice requirements to avoid having the lease renew for a term they do not want. If you anticipate buying a house, getting married or having to move for some other reason, negotiate a short term renewal, such as a month-to-month lease. If your lease renews for a long-term, it can be expensive to break the lease as the landlord can hold the tenant responsible for the costs associated with advertising and finding a new tenant.

Security Deposit – This is a refundable deposit of money paid by the tenant to the landlord to cover any damages that happen while the tenant lives in the dwelling unit. A landlord may use the security deposit for unclean conditions, broken appliances, or

unpaid rent and utilities owed by the tenant after the tenant moves out. If the landlord is governed by the VRLTA, they cannot charge a security deposit that is more than two months' rent, and they must pay interest on the security deposit if held for more than 13 months. Lease agreements not covered by the VRLTA should state if interest will or will not be paid on the security deposit. The conditions for the return of this deposit should be clearly stated in the lease agreement. A security deposit is not rent and cannot be used as a rental payment.

Sub-leasing – Sub-leasing or “subletting” occurs when a tenant rents their unit to another person for part or all of the remainder of the lease term. The tenant who subleases is responsible for fulfilling the terms and conditions of the rental agreement, the timely payment of rent and for any damages caused by the person subletting from them. A separate written rental agreement between the tenant and the other person is needed and should incorporate the original lease agreement. Tenants should not sublet unless their landlord provides written permission and they are comfortable with the additional responsibilities they have in this type of situation.

Utilities – Utilities are services such as water and sewer, gas, electricity, cable, and phone. The lease should clearly state who is responsible for starting, ending, and making regular payments for all of the utilities. Landlords are required by law to provide equipment for essential services such as hot and cold running but are not required to pay for utility services necessary to run the equipment. In multi-family buildings, natural gas, water, and sanitary service, and sometimes electricity may be master metered but may be paid by all of the tenants on a prorated formula that accounts for different size rental units, the number of tenants in each rental unit, or other variable factors. This Ratio Utility Billing System is legally permitted only if it is clearly written into the lease agreement and agreed to by both parties before the agreement is signed. When a third party (i.e., a utility distribution or accounting company) provides the billing and administrative services, the actual cost of such services may be uniformly charged to each rental unit in addition to the prorated utility costs. Prospective tenants should ask the landlord for a written explanation of the billing formula for natural gas and other utility costs before signing a lease agreement. When utilities are separately metered for each rental unit, it is the tenant's responsibility to contact each utility company to open an account in the tenant's name and to pay for use of the utility service. Utility companies are not required to notify a landlord of a service disconnection if a tenant fails to pay the service bills. However, under Virginia law, the water authority may place a lien against the property if a tenant fails to pay water and sewage charges. It is suggested that landlords obtain a copy of the tenant's paid final bill when the tenancy is ended to be sure there are no outstanding charges.

RULES AND REGULATIONS

Rules and regulations are established by the landlord to outline how the property, services, and facilities provided are to be used by the tenant. These rules apply to all tenants and may be incorporated into the lease as an addendum. These rules and regulations cover issues such as parking, guests, noise, trash removal, use of common areas, laundry room usage, pools, exercise or other facilities, and should clarify the policies and obligations of the tenant. The landlords must disclose these rules and

regulations to the tenant before the rental agreement is signed so they are aware of these conditions. Any changes or new rules adopted after a tenant signs the rental agreement must not cause a material change or substantially alter the value of the lease agreement unless the tenant consents to the change in writing. Once incorporated into the lease agreement, rules and regulations are legally binding and can be enforced by the landlord.

ILLEGAL CONDITIONS

Following are some provisions that are prohibited in rental agreements governed by the VRLTA. These provisions cannot be enforced by the landlord even if written into the lease agreement. A complete listing of these provisions are available in §55-248.9 of the VRLTA. A landlord cannot ask the tenant to:

- Give up rights granted to them under the VRLTA.
- Pay the landlord's attorney fees except as specified in the VRLTA.
- Give up rights to collect damages resulting from the landlord's failure to repair or maintain the premises.
- Allow the landlord to get an automatic court judgment against the tenant or "confession of judgment" for rent due from the tenant or any other claim arising out of the lease.
- Give up rights or remedies related to the 120-day notice period required prior to conversion or renovation of apartments to condominiums or cooperatives.

INSPECTION OF THE PREMISES

Lease agreements governed by the VRLTA require a move-in inspection report within five days after the tenant moves into the dwelling. This report should list any damage or noticeable wear and tear of depreciable items such as carpet, floors, condition of walls, and other items in the unit when the tenant takes occupancy. The purpose of this inspection report is to establish the condition of the rental unit provided by the landlord when the tenant moves in. By documenting and reaching a mutual understanding about conditions existing at the beginning of the tenancy, the tenant and landlord can eliminate problems about who is responsible for deficiencies when the tenant vacates at the end of the lease term. Taking photos or a video of the premises is a good way to supplement the written inspection form. It is best to use a device that records the date and time. Good documentation is essential if there is damage or noticeable wear and tear at the beginning of the tenancy.

- The landlord should provide the move-in inspection or allow the tenant to prepare the report.

- The tenant should itemize all problems or damage found in the rental unit within five days after they receive the list and return the list to the landlord.
- Tenants should look for faded paint, carpet that is worn or has visible furniture marks, dirty blinds, faded curtains, holes in walls, carpet or floors stains, broken or dirty appliances, stained fixtures, clogged drains, worn countertop, presence of rodents or insects, or any unclean, unsafe, or undesirable condition that exists before the tenant moves in.
- Unless the landlord objects in writing, the record will be considered correct.
- Both the tenant and landlord should sign the written report and keep a copy.
- After the tenant moves out, the move-in inspection should be reviewed by the tenant and landlord to determine, based on the conditions at the beginning of the tenancy, if the damage or problems that occurred during the tenancy are the responsibility of the tenant or landlord.

If your lease is not governed by the VRLTA, it is recommended that you ask the landlord for a move-in inspection report. If one is not provided, prepare it yourself and give a copy to the landlord. Ask the landlord to sign the document if there are no discrepancies. Both the tenant and landlord should keep a copy of this report. This signed inspection report confirms the existing condition of the rental dwelling so there won't be any surprises about who is responsibility it is, for those conditions when the tenant leaves at the end of the lease term.

RENTER'S INSURANCE

Many leases require tenants to obtain renter's insurance to cover losses due to theft, fire, tenant negligence, or if someone is injured at the rental dwelling. A landlord's insurance protects the property from loss, but not the tenant's personal property if it is damaged, destroyed or stolen. Unless you can afford to replace all of your personal belongings if they are destroyed in a fire, damaged by broken water pipes, or a natural disaster, it is a good idea to have insurance to provide coverage for your possessions.

Following are some items and events covered by renters insurance:

- Personal belongings such as furniture, clothing, TV, DVD, stereo
- Fire and lightning
- Windstorm or hail
- Vandalism
- Theft
- Smoke
- Accidental overflow of water or steam from plumbing, heating or air conditioning systems
- Freezing of the plumbing, heating or air conditioning systems

- Loss of use coverage if you dwelling becomes uninhabitable due to a covered loss
- Personal liability coverage to protect you when an accident occurs that damages your neighbor's property

Do a room-by-room inventory of all of your items and estimate what it would cost to replace your possessions. If renter's insurance will cost you less than it would to replace everything you own, you should consider renter's insurance. To find out more about renter's insurance, contact the State Corporation Commission Bureau of Insurance at 877-310-6560, or www.scc.virginia.gov.

III. DURING THE RENTAL

PAYMENT OF RENT

Paying rent on time is an important tenant responsibility. Landlords may require payment by personal, cashiers, or certified check, money order, direct deposit, or other arrangements. Find out the payment method acceptable to your landlord and be sure you comply. If a tenant is unable to pay rent on time, they should discuss it with the landlord. With open communication, it may be possible to work out a rent payment plan to avoid the inconvenience and cost of eviction proceedings. If an agreement is made, put it in writing but be prepared to pay late fees if they are specified in the lease.

LANDLORD'S OPTIONS FOR UNPAID RENT

- **Late Fees** – If the rental agreement states that the landlord will charge a late fee if rent is received beyond the due date, a tenant will have to pay the fee specified in the lease. Be sure you know the date your rent is due and understand the grace period, if there is one. Some landlords may allow a five-day grace period, while other may not allow one at all. Read your lease carefully to avoid paying late fees.
- **Returned Check Fees** – If a tenant's personal check is returned by a bank for insufficient funds or other reasons, the fee specified in the rental agreement will be charged by the landlord. If the returned check was for a rent payment, the rent is unpaid, and the tenant may be charged a late fee in addition to the returned check fee and the rent payment.
- **Pay or Quit Notice** – If the tenant's rent payment is late beyond the due date, or allowed grace period the landlord must give the tenant a written notice. This notice states the amount of rent or fees the tenant owes, and requires full payment within 5 days of the date of the notice. If rent is not paid at the end of the 5 days, the landlord may initiate court action to seek payment and termination of the lease agreement.

RENT INCREASES

There is not rent control in Virginia. This means that there is no ceiling on how much a landlord can charge for rent or how much a landlord may increase rent. Most landlords

determine rent based on the current market rate. A rent increase is not allowed during the term of the agreement. However, the landlord may raise the rental rate at the end of the rental term if they provide written notice to the tenant 30 days before the next time rent is due. A tenant has the option to accept the rent increase, negotiate the rental rate, or vacate the premises at the end of the current lease term.

INSECTICIDES OR PESTICIDES APPLICATION

The best method to deal with bug, insect, or vermin infestations is communication and cooperation between tenants and landlords. While infestations require work and preparation, following instructions and working together is the only way tenants and landlords can effectively identify and safely manage infestations. Tenants should promptly notify the landlord of any insects or pests so treatment can start to prevent the spread of infestations. §55-248.13:3 of the VRLTA require the following:

- Landlords must give a tenant at least a 48-hour notice before applying insecticides or pesticides in the dwelling or the common areas, unless the tenant agrees to a shorter notice.
- The landlord must also post notice of all insecticides or pesticide applications in a conspicuous place at least 48 hours prior to the pesticide application.
- Tenants should prepare the dwelling unit for the application of insecticides or pesticides according to the written instructions provided by the landlord.
- If a tenant requests the application of the insecticide or pesticide, the forty-eight-hour notice is not required.
- Tenants who have concerns about specific insecticides or pesticides should notify the landlord in writing no less than twenty-four hours before the scheduled insecticide or pesticide application.
- If insects or pests are found, the tenant must follow any written instructions provided by the landlord to eliminate the pests following the application of insecticides or pesticides.

Landlords not governed by the VRLTA should have a pest management plan in place that is disclosed in the lease agreement. It is recommended that landlords seek guidance from an experienced, licensed, trained pest management professional.

LANDLORD'S RIGHT TO ENTER THE PREMISES

A landlord may need to enter a rental unit to inspect the premises, make repairs, or show it to prospective tenants or purchasers. Under the VRLTA, §55-248.18, landlords must give tenants:

- At least 24-hours notice of the need or intent to enter, and enter at reasonable times.

- The tenant and landlord should agree on a reasonable date and time for services and/or repairs.
- This 24-hour requirement is waived if the landlord is entering the premises to provide maintenance or service requested by the tenant.
- The landlord can enter the unit without the tenant's permission only if there is an emergency such as a hazardous or life threatening situation, or if there is a court order.

For tenants and landlords not governed by the VRLTA, the lease agreement should clearly state when, how, and under what circumstances a landlord may enter the premises. Both parties should be reasonable and keep lines of communication open.

TENANT'S REFUSAL TO PERMIT ACCESS

A tenant cannot refuse to allow a landlord to enter the rental property if reasonable notice is given to enter to do work, conduct an inspection or show the rental to a prospective tenant or purchaser as required by the VRLTA, or the lease agreement. A landlord does not have to give advance notice if they must enter because of an emergency. If a tenant does not allow the landlord to enter, the landlord may take legal action to gain access or to terminate the lease agreement.

LANDLORD ABUSE OF ACCESS TO THE RENTAL UNIT

Tenants have the right to enjoy the use of the rent dwelling and live without unnecessary interruptions or interference. Landlords should follow the requirements in the lease before entering and not use the right of entry to harass or create uncomfortable or frustrating situations for tenants.

CABLE, SATELLITE, AND OTHER TELEVISION FACILITIES

A tenant's access to cable, satellite, and other television facilities is governed by §55-248.13:2 of the VRLTA. Following is a summary,

A landlord cannot:

- Demand or accept a fee of any kind from any provider of cable television or other cable programming system in exchange for providing access to tenants.
- Charge a tenant for cable service unless the landlord is the cable provider.
- Discriminate in rental charges between tenants who receive such service and those who do not.
- Prohibit a tenant from installing video over-the-air broadcast or satellite dish antenna at the tenant's cost on a balcony or patio if the tenant has exclusive use of the balcony or patio.

A landlord can:

- Require the tenant and the service provider to pay the entire cost for the installation, operation, and removal of the equipment.

Tenants who have the right to install an antenna on property they have an exclusive use of are covered by the Over-the-Air-Reception Devices (“OTARD”) rules, which are regulated by the Federal Communications Commission (FCC). Information is available from the FCC at www.fcc.gov/cgb or 1-888-225-5322.

KEYS AND BURGLARY, AND FIRE PREVENTION DEVICES

Before installing locks, burglary equipment, or fire prevention devices, read your lease to find out if you must get written permission from the landlord. Under the VRLTA §55-248.18, landlords have the right to copies of all keys, as well as instructions on how to operate burglary or fire prevention devices added by the tenant. Before changing or adding locks or installing any devices, tenants should get the landlord’s written permission and approval. If a lock is placed on a room within the dwelling, (such as a bedroom) make sure the landlord has a key so they have access to provide maintenance, repairs, or to deal with an emergency. Before the tenant vacates, the landlord has the right to require the tenant to remove changed locks and all installed devices. Also, landlords may require the tenant to pay for the cost to remove all devices and repair all damaged areas before the tenant moves out.

TENANTS ABSENCE FROM PREMISES

If the lease agreement requires the tenant to give notice to the landlord of an extended absence from the premises in excess of seven days, and the tenant fails to do so, the landlord may enter the unit to protect the property. If the tenant fails to inform the landlord and damage occurs during the tenant’s absence, the tenant may be liable for repair costs. If the landlord has not received notice from the tenant about an absence and they cannot determine whether the premises have been abandoned by the tenant, the landlord should send a written notice to the tenant requesting the tenant inform the landlord of their intentions to continue occupancy of the premises within seven days of the landlord’s request. Unless the landlord receives a response from the tenant, the landlord may presume that the premises have been abandoned by the tenant and the rental agreement may be terminated. Landlord remedies are outlined in §55-248.33 of the VRLTA.

GENERAL MAINTENANCE RESPONSIBILITIES

The maintenance obligations of tenants and landlords are defined in the Virginia Uniform Statewide Building Code (VUSBC), the VRLTA and the lease agreement. State and local laws set the minimum standards for all residential dwellings to protect the health, safety, and welfare of the occupants. In Fairfax County, this Code is enforced by the Fairfax County Zoning Enforcement Branch, Property Maintenance, and Fairfax

County Health Department, Division of Environmental Health, Community Health and Safety Section. Unless the lease states otherwise, landlords and tenants generally have the following division of maintenance and responsibilities.

Landlords Must (VRLTA §55-248.13)

- Comply with all local and state building, housing, and fire code regulations that affect the health and safety of tenants;
- Keep the premises fit and livable and free of rodents, vermin, insects, and other infestations that constitute a health hazard;
- Keep common areas such as lobbies, hallways, stairs, and walkways clean and structurally safe;
- Provide sufficient trash receptacle(s) and garbage collection services;
- Provide essential service such as heat, hot, and cold running water, electricity, gas, and maintain plumbing, sanitary, heating, ventilating, electrical, and air conditioning equipment, if provided, in good and safe working order. Hot water must be at least 110°F;
- Provide heat capable of maintaining a room temperature of 65° F from October 15 to May 1 during the day, and not less than 60°F at night;
- If air conditioning is provided by the landlord, the unit must maintain a temperature of not more than 80°F in all habitable rooms from May 15 to October 1;
- Maintain all appliances provided in the unit in good and reliable working condition;
- Maintain elevators and public halls and stairways adequately lighted at all times;
- Provide working smoke detectors, and repair or replace them when needed;
- Provide deadbolt locks and peepholes in exterior entrance doors, locks on all exterior windows, and special “charlie bars” for exterior sliding glass doors;
- An indoor bathroom with a toilet, sink, and tub or shower that has hot and cold water. The bathroom must provide privacy and have light and ventilation;
- Doors and windows that fit tightly and are in good condition;
- Screens for every window or door that opens to the outside to provide a barrier from mosquitoes, flies or other flying insects, and to provide ventilation.

Tenants Must (VRLTA §55-248.16)

- Comply with all local and state building, housing, and fire code regulations that affect health and safety;
- Keep the rental unit clean and safe;
- Keep the rental unit free from insects and pests and promptly notify the landlord of the existence of any insects or pests;
- Properly dispose of trash from the dwelling and place it in receptacles provided by the landlord;
- Monitor the actions of other occupants and guests to prevent abuse, misuse or neglect of the rental unit or the common areas and grounds;
- Keep the sinks, shower, bathtubs, and toilets clean and the drains free of foreign materials;
- Promptly notify the landlord of broken or damaged items so repairs or service can be provided. If a small problem grows into a major one, you may be responsible for the repairs if you failed to inform the landlord;
- Use reasonable efforts to prevent the accumulation of moisture and the growth of mold, and promptly notify the landlord in writing of any moisture accumulation or visible evidence of mold;
- Allow the landlord and designated maintenance personnel access to the unit to make repairs, perform preventive maintenance or conduct agreed-upon inspections;
- Use all appliances, electrical, plumbing, heating, and air conditioning equipment in a reasonable manner;
- Keep the smoke detector in working order and notify the landlord immediately if it is not working. Tenants must not disconnect, disable or remove the battery from the smoke detector;
- Refrain from disturbing neighbors and don't allow other occupants or guests to create disturbances;
- Before you move out, allow the landlord to show the unit to prospective tenants or buyers if stated in the lease agreement;
- Provide proper written notice when you are going to move and be sure the notice is given according to the number of days required by the lease agreement;

- Use the unit as a residence only unless you have permission to use it for business purposes;
- In situations with roommates, all tenants are jointly and severally responsible for the rent;
- Follow all the terms and conditions of the lease agreement as well as all rules and regulations.

LANDLORD REMEDIES

If there is a problem, landlords should immediately notify the tenant and be clear about the violation or breach of the lease agreement, or breach of rules and regulations of the premises. If the tenant does not promptly correct the problem, the landlord has the following options:

Notice to Repair (VRLTA §55-248.32)

Landlords must send a written notice to the tenant:

- Specifying the breach.
- State that the landlord will enter the dwelling unit to perform the work.
- Submit an itemized bill for the actual and reasonable cost of the repair.
- Payment shall be due as rent on the next rent due date.
- If the rental agreement has terminated, immediate payment is due.
- The landlord may perform the repair, replacement, or cleaning, or hire a third party to do so.

Acceptance of Rent with Reservation (VRLTA §55-248.34:1)

A landlord may accept rent from a tenant when there is a breach or non-compliance with the lease agreement. For example, if the tenant is in breach of the lease agreement for non-payment of rent, the landlord may accept the late rent payment without giving up the right to initiate eviction proceedings by giving written notice to the tenant that the rent is “accepted with reservation.” The notice must state that the landlord is accepting the rent payment even though there is an existing breach, violation or other non compliance with the rental agreement. If the landlord accepts the rent without such a notice, the landlord may waive their right to terminate the rental agreement.

Eviction

It is in the best interest of both the tenant and landlord to come to an agreement to avoid the cost, inconvenience, and time involved in the court process. An eviction can jeopardize a tenant's ability to secure future housing and will impact their rental history and future rental references.

All evictions require a court hearing and an order signed by a Judge of the Fairfax County General District Court. A landlord cannot remove a tenant or their personal belongings or lock-out the tenant without a court order. A landlord cannot force an eviction by deliberately cutting off essential services like hot and cold running water or utilities. If a landlord attempts to carry out an eviction without going through the court, a tenant should:

- Call the Fairfax County Police non-emergency number at (703)-691-2131.
- If the illegal eviction occurs on week days between 8:00 a.m. and 4:00 p.m., call Consumer Affairs. An investigator will try to assist you by explaining the legal procedures for evictions to the landlord.
- You may file in court for injunctive relief in the Fairfax County General District Court to stop the eviction and sue for damages.

When a tenant fails or refuses to correct a breach of the lease agreement, a landlord must initiate court action to regain possession of the premises, and get unpaid rent or damages resulting from the breach of the lease. The most common grounds for eviction are:

- Non-payment of rent by the tenant.
- Breach of the lease, such as unauthorized pets, noise, excessive damage or alterations to the premises without the landlord's permission.
- Illegal activity by the tenant, authorized occupants, or the tenant's guests.
- Too many occupants or overcrowding.
- Holding over after the lease term has ended.
- Abandonment of the premises.

Following is a summary of the eviction process for nonpayment of rent. However, landlords should consult with an attorney for clarification of their legal rights regarding the eviction procedure or for circumstances not covered here:

- The first step in an eviction is the delivery of a 5-Day pay or Quit Notice.

- This notice gives the tenant 5 days from the receipt of service of the notice to pay the rent balance owed or vacate the premises.
- Notice must be served prior to the filing of the unlawful detainer summons.
- Proof of service will be required in court.
- Landlords desiring to have this notice served by the Fairfax County Office of the Sheriff should contact the Civil Enforcement Branch at 703-246-3227.
- If rent is not paid at the end of the notice period, the landlord may file a “Summons in Unlawful Detainer” with the Fairfax County General District.
- This form is available at <http://www.courts.state.va.us>.
- The landlord may ask for back rent, late fees, court fees, attorney fees (if allowed by the lease), payment of damages to the property, and possession of the property.
- This action does not end the tenant’s obligation to complete the term of the lease agreement or pay rent.
- A landlord may accept the rent still owed and still seek possession of the rental if a written notice of acceptance with reservation is given to the tenant within five days of receipt of the rental payment.
- A tenant may redeem the tenancy once every 12 months. If the tenant pays back rent, reasonable attorney’s fees and late charges specified in the rental agreement, plus reasonable legal fees prior to the court date, the landlord is required to cancel the eviction.
- The tenant and landlord will receive notice to appear at a preliminary hearing within three (3) weeks, or earlier in emergency situations.
- The judge may hear the case at the hearing or assign a trial date within 1 week to several months depending on case circumstances.
- At the trial, both the tenant and landlord are given an opportunity to present their position.
- The tenant and landlord must appear in court to be sure their side of the story is heard.
- If the tenant does not show up, a default judgment can be entered against them.

- The tenant and landlord should be prepared to provide information and evidence that supports their position and testimony.
- The court may not consider circumstances such as unemployment, medical hardships, or financial difficulties as a defense for non-payment of rent.
- If a judgment is entered against a tenant and the landlord is granted possession of the premises, the tenant should make arrangements to move out.
- The “Writ of Possession in Unlawful Detainer” is the actual order of eviction.
- After judgment is entered, there is a 10-day appeal period.
- To appeal a case, the tenant must post a bond and satisfy other legal requirements. Tenants should review the procedures with an attorney.
- An appeal bond is money the tenant may have to pay into court to cover back rent and other costs.
- If the tenant does not make the ordered payments on time, their appeal rights will end.
- If the tenant does not appeal, the Sheriff will post the “Writ of Possession” after the appeal period has passed.
- The write will state the date and time the Sheriff will supervise the actual removal of the tenant’s possessions.
- The Sheriff’s office will give the tenant a minimum of 72 hours notice.
- The landlord must supply personnel to carry the goods to the curb.
- The tenant is responsible for protecting their possession or moving them to another location.

In Fairfax County, tenant-landlord cases are usually scheduled for hearing on Fridays at 9:30a.m. in the Civil Division of the General District Court. It is very important that landlords comply with the law when filing an unlawful detainer action. General information about court is available at 703-246-3012 or <http://www.fairfaxcounty.gov/courts/gendist/>. If you need more information than is provided here, you should talk with an attorney for guidance.

TENANT REMEDIES

Tenants should always let the landlord know immediately when there is a problem in the rental unit or if maintenance or repairs are needed. Most problems can be solved through open discussion and consideration. Keep in mind that if a problem is due to

carelessness or a mistake by the tenant, the landlord can make the repair, but require the tenant to pay the bill. Be sure the repair or maintenance is the landlord's responsibility based on housing and building codes, and/or your lease agreement. Following are steps tenants should take when maintenance is necessary or something needs to be repaired:

- Talk to the landlord or community manager first. Describe the problem, state why the repair is needed, and ask when the repair or maintenance will be provided.
- Follow up in writing by sending a letter or e-mail. Keep copies of all written communication regarding the issue. View the Sample Repair Request Letter at the end of this handbook for suggestions on what to put in your letter. It is a good idea to send the letter by certified mail, with return receipt requested, so there is proof of the date the landlord received the letter. If using e-mail, be sure you can verify that the landlord received the e-mail.
- Keep a written record of the date and time of conversations with the landlord, and make copies of all letters and other documentation you have regarding the repairs or needed maintenance.
- If the landlord fails to respond to the tenants' requests for repairs, or if the landlord is taking too long to deal with the problem, review the Tenant Resource Sheet to find out which county agency to call for assistance for maintenance problems in a rental dwelling.
- Tenants file a complaint with Consumer Affairs for mediation. We will contact the landlord and encourage them to make the repairs or provide needed maintenance. Once the complaint is closed, it will become public record and will be reported to inquiring citizens for a three year period.
- Tenants should not withhold rent while waiting for repairs because the landlord could sue the tenant for non-payment of rent and initiate eviction proceedings.

HEALTH OR SAFETY COMPLAINTS

All landlords must comply with the Virginia Uniform Statewide Building Code (USBC). The Virginia Maintenance Code sets minimum standards for all dwelling units used as a residence. These standards insure that every residence is safe and sanitary, and requires landlords to provide basic essentials such as heat, hot and cold running water, electricity, proper plumbing, a smoke detector and adequate ventilation. Landlords must also maintain all appliances that are provided as part of the rental agreement. Most problems that impact a tenant's health and safety and habitability of the unit are enforced by the Fairfax County Zoning Enforcement Branch, Property Maintenance, (Zoning Enforcement Branch), or the Fairfax County Health Department, Division of Environment Health, Community Health and Safety Section (Health Department). Tenants who have a health or safety hazard in the rental dwelling should check the

Tenant Resource Sheet to find out which agency to call for help if the landlord does not provide the help or assistance needed.

Zoning Enforcement Branch-703-324-1300

Except in cases where an emergency condition exist, such as no heat in winter, lack of adequate sewage facilities, lack of water, or any other condition that poses a threat to a tenant's health and safety, before the acceptance of a complaint by the Zoning Enforcement Branch, tenants will be required to:

- Show that the landlord was served a written notice, e-mail, or notified by phone about the problems or conditions in the rental unit.
- Show that the landlord refused or failed to fix the problem after they received notice of the problem. A period in excess of ten days is considered unreasonable.
- Provide contact information for the landlord including a valid address and phone number.
- Complaints will not be accepted for issues already before a court until the case is adjudicated.

Once a complaint is accepted by the Zoning Enforcement Branch, an inspector will set a date and time to inspect the dwelling. The purpose of this inspection is to review the complaint made by the tenant. The tenant should also use this opportunity to point out all problems that exists in the dwelling. If the inspector determines that a violation(s) of the housing and building codes exist, the landlord will be notified, and a request will be made for repair(s) to be made within a certain number of days. The inspector will re-inspect the dwelling to be sure the violation or problem has been corrected. If the landlord fails to correct the violation or make the required repairs, the Zoning Enforcement Branch or the Health Department can take the landlord or owner of the property to court for enforcement and compliance with the Uniform Statewide Building Code.

21-30 DAY NOTICE

When the landlord is in violation of the rental agreement or the VRLTA for maintenance and repair items that affect the safety and health of the tenant, the tenant may issue what is known as a 21-30 day notice. The tenant must serve the landlord with a written notice of the breach or action affecting the health and safety of the tenant and request that the landlord correct the problem(s) within 21 days. This letter must clearly state the health or hazardous situation that is a violation of the lease agreement and/or housing and building codes. If the problem is not corrected within 21 days, the rental agreement ends nine (9) days later or the 30th day after the notice is received. If the landlord corrects the problems within the 21 days, the tenant must remain in the rental unit and the rental agreement continues. However, if the problem is not corrected, the lease agreement ends. Details about this remedy are available at §55-248.21 of the VRLTA.

RENT ESCROW

When tenants are dealing with maintenance or repair problems that seriously affect health, safety, or pose a hazardous situation, tenants governed by the VRLTA may pay their rent into an escrow account in the General District Court instead of to the landlord. The rent payments remain in the escrow account until the court issues an order based on the facts presented by the tenant and landlord. To request the rent escrow account, a tenant must file a Tenant Assertion and Complaint. Tenants considering this option may obtain the form at <http://www.courts.state.va.us/forms/district/dc429.pdf>.

The requirements for filing a tenant assertion and complaint are outlined in §55-248.27 of the VRLTA. These requirements must be carefully followed. Tenants should consider getting legal advice to be sure they understand court procedures and requirements. Following is a summary:

- A serious condition must exist such as the landlord's failure to maintain heat or electricity, adequate sewage disposal, exterminate a rodent or insect infestation, correct a lead-based paint hazard, or other serious and/or continuous violations of law.
- The tenant served a written notice to the landlord which described the condition or violation and a reasonable amount of time was given to the landlord to fix the problems or correct a violation. A landlord's failure to take action within 30 days is generally considered an unreasonable delay; however, emergency situations such as no heat or water may justify quicker action. The tenant should send the written notice by certified mail with return receipt requested, or request delivery by the sheriff or a disinterested third party.
- Rent must be paid to the General District Court within five days of the due date.
- A tenant, who has received three or more pay-or-quit notices over a 12 month period, or two or more notices, if the tenant has resided in the dwelling for six months or less, may not file a claim or establish a rent escrow account in the General District Court.
- The conditions existing in the dwelling must not have been caused by the tenant, or their family, or guests or invitees.
- The tenant must not unreasonably refuse to allow the landlord entry to make necessary repairs.
- Once the escrow account is established, a court hearing will be held to determine what to do with the money in the account. Tenants should have proof of the existence of the problem. Photographs, notices of housing and building code violations, and witnesses who have knowledge of the seriousness of the problem should be subpoenaed for the court hearing.

- Based on the facts presented, the court may end the lease, order the tenant to vacate, award all or some of the rent be returned to the tenant, or to the landlord, reduce rent payments, order the escrow money to be used for repairs, continue the rent escrow, or order the money be used for mortgage or credit payments to prevent foreclosures or liens on the property.

Tenants, whose landlord is not governed by the VRLTA, may not be able to set up an escrow account with the court. However, a tenant can go to court to ask a judge to enforce the lease agreement. Before filing suit, a tenant should talk to a lawyer to find out what legal remedies are available.

FIRE OR CASUALTY DAMAGE §55-248.24

When a dwelling unit is damaged or destroyed by fire, water, or a natural disaster that makes the unit uninhabitable, a tenant may leave the unit and within 14 days serve written notice on the landlord of the tenant's intention to terminate the rental agreement. Rent payments and any interest on the security deposit terminate on the day of the casualty. The landlord should return all security deposits in accordance with §55-248.15:1, and prepaid rent plus accrued interest. If the landlord reasonably believes that the tenant's guests or authorized occupants were the cause of the damage or casualty, the landlord shall account to the tenant for the security and prepaid rent plus accrued interest based upon the damage or casualty.

LANDLORD'S FAILURE TO DELIVER POSSESSION

If the landlord willfully fails to give the tenant access to the premises, rent payment stops. No rent is owed until the tenant is allowed into the unit. In addition, the tenant may either terminate the lease or sue for possession of the unit. Once the tenant accepts possession of the unit, the right to terminate the lease ends, however, the tenant may still recover damages.

UNLAWFUL OUSTER, EXCLUSION, OR DIMINUTION OF SERVICE

If the landlord unlawfully locks the tenant out of the rental dwelling or intentionally interrupts services such as gas or water, the tenant may sue the landlord to regain the service and/or possession of the premises. The tenant may also sue to and recover damages and a reasonable attorney's fee.

ARBITRATION

If a complaint submitted to Consumer Affairs for mediation, does not achieve the resolution sought, and all efforts have been exhausted, the tenant and landlord can agree to voluntary arbitration. Tenant-Landlord Arbitration is a cost efficient alternative to court. The hearing, which is legally binding, is conducted before a panel of the Tenant Landlord Commission. The final decision and award by the panel is legally binding and enforceable in court if necessary.

ATTORNEY'S FEES

If a tenant files suit to terminate a lease agreement because of a landlord's alleged non-compliance with the lease, the tenant is entitled to recover reasonable attorney's fees unless the landlord actions were reasonable. See §55-248.21 of the VRLTA.

If a landlord files suit to terminate a lease agreement because of a tenant's alleged non-compliance with the lease, the landlord is entitled to recover reasonable attorney's fees unless the tenant proves that their failure to pay rent or refusal to vacate the premises was reasonable under §55.248.31.

IV. ENDING THE RENTAL AGREEMENT

All notices to end a lease agreement must be in writing and should follow the requirements outlined in the lease, the VRLTA, §55-248.37, or common law, §55-222. Since a lease is a binding contract, the tenant or landlord cannot break or terminate the lease early unless there is a mutual agreement to change the lease terms. Both the tenant and landlord have a legal obligation to comply with the lease terms. An early termination of the lease can be costly so both tenants and landlords need to understand and provide the proper notice outlined in the lease agreement or tenant-landlord laws. Rental agreements end in the following ways:

NOTICE TO END THE AGREEMENT

When ending a lease agreement, it is not necessary for the tenant or landlord to give a reason, however, proper written notice is required. Tenants need to read the lease to be sure they understand the notice requirements. Tenants and landlord should keep copies of all written notices and be prepared to prove how the notice was delivered. Notices can be hand delivered, post by the sheriff or sent by certified mail with return receipt requested.

NON-RENEWAL OF THE LEASE

When a lease agreement has a fixed begin and end date, and does not renew automatically, the lease agreement is over at the end of the lease term.

FIVE-DAY NOTICE

When rent is not paid by the due date, the landlord can send a 5-day written notice requiring the tenant to pay in five days or quit the premises. This notice is issued only when rent is unpaid.

SEVEN-DAY NOTICE

If a rental agreement is on a week-to-week basis, either the tenant or landlord may give a written notice terminating the agreement in seven (7) days.

30-DAY NOTICE

The most common notice used to end a lease is a 30-day notice to vacate. Usually, notice is required 30 days before the next time rent is due. If notice is not given, the lease may automatically renew for another full year or it may renew on a month-to-month basis. Usually notice is required 30 days before the next time rent is due.

21-30 DAY NOTICE

This written notice is used for serious violations of the rental agreement or the VRLTA by either the tenant or landlord. This notice requires either the tenant or landlord to correct the problem within 21 days or end the tenancy in 30 days. See page 36 for more information.

IMMEDIATE EVICTION

When a tenant breaks a rental agreement by involvement in a criminal or illegal action that can not be corrected and commits a breach of the lease agreement that poses a threat to the health or safety of others, the landlord may seek immediate possession through the court.

BREAKING A LEASE

Rental agreements are binding contracts and often have penalty clauses for tenants not completing the lease term. When a lease is broken or terminated early, the landlord may charge the tenant for cleaning, repairs, redecorating, rental advertising costs, reasonable attorney fees, and rent for the remainder of the lease term or until a new rental starts. A tenant may take the landlord to court for breach of the lease agreement.

MILITARY EXEMPTION

A full-time member of the U.S. Armed Forces or Virginia National Guard, or a Civil Service technician with a National Guard unit may terminate a rental agreement with a 30-day written notice to the landlord, provided that the date of departure occurs within 60 days of the notice. A tenant may terminate the rental agreement if:

- Transferred more than 35 miles from their rental premises;
- Received temporary duty orders for more than three (3) months duration;
- Discharged or released from active duty or full-time duty;
- Ordered to report to government-supplied quarters and no longer have a basic allowance for quarters.

Along with the written termination notice, the tenant must give the landlord either a copy of the official orders or a letter signed from the tenant's commanding officer. The

landlord may not charge any liquidated damages because of the early termination. Details are available at §55-248.21:1.

BUILDING CONVERSION

A landlord may terminate all lease agreements in a rental complex containing four or more residential units if the termination is due to a major renovation or proposed change in the building's use such as a conversion of a rental unit to a condominium, cooperative, or other planned unit development. Under §55-222 of the Virginia Code, the landlord must give the tenant a 120-day written termination notice. If the proposed change is a conversion to a condominium, the landlord or owner must provide a written notice of the proposed change along with a copy of the Public Offering Statement regarding the proposed conversion to the tenants. The Public Offering Statement, which is filed with the Virginia Real Estate Commission, provides information about the features and characteristics of the condominium units being offered for sale. §55-79.94 of the Virginia Code outlines information that must be disclosed to the tenants regarding condominium or cooperative conversions. Chapter 12 of the Fairfax County Code requires condominium or cooperative developers to pay relocation benefits to all tenants displaced by conversions. Information about relocation benefits and guidelines are available by calling the Fairfax County Department of Housing and Community Development at 703-385-3662.

CLEANING AND VACATING

Tenants preparing to move should read the lease agreement for cleaning requirements and responsibilities before moving out. It is a good idea to ask the landlord for a pre-inspection walk through. Use the move-in inspection report to compare conditions. Talk with the landlord about what they consider "normal wear and tear" and work through any items of dispute. While the tenant still has possession of the dwelling is the best time to make repairs or adjustments to insure the return of the security deposit. Generally, before leaving tenants should:

- Remove all personal items and possessions.
- Dispose of all trash and unwanted property properly.
- Clean all surfaces and appliances.
- Comply with requirements in the lease agreement for receipts for professional carpet cleaning or other tenant responsibilities outlined in the lease agreement.
- Fix or repair any items that were damaged during the tenancy so you can control the cost.
- Make sure all rent, utility or other required fees are current.

- If you are uncertain about a tenant responsibility, read the lease or talk with the landlord.
- Request in writing to be present at the move-out inspection conducted by the landlord.

INSPECTION AFTER VACATING

The purpose of the move-out inspection is to give the tenant and landlord an opportunity to view the dwelling together and work out any problems or conditions that might affect the return of the tenant's deposit. The move-in inspection report should be used to compare the current conditions with the conditions existing when the tenant moved in.

If the property is not covered under the VRLTA, the landlord must:

- Inspect the premises within 72 hours after the tenant leaves.
- Notify the tenant of a reasonable date and time for a move-out inspection if the tenant has requested in writing to be present.
- After the inspection the landlord must provide a list of damages known at that time. The landlord should keep the tenant updated should additional damages be found after the initial move-out inspection.
- If there are damages, the landlord must provide an itemized list of all deductions and have documentation to support the actual cost the landlord pays for repairs, damages or other expenses within 45 days after the tenant moves out.

If the VRLTA does not apply to the lease agreement, tenants should review the lease agreement and take an active part in reviewing and discussing with the landlord all requirements regarding inspections and requirements for vacating the rental so they know what is expected in order to get their security deposit back.

ABANDONED PROPERTY

A tenant's personal possessions may be considered to be abandoned if left in the rental premises or storage area after the rental agreement has ended. The landlord may dispose of such abandoned property as the landlord sees fit and appropriate, provided the landlord has given a termination notice to the tenant with statements required by §55-248.38:1 and the landlord allows the tenant reasonable access to remove their personal property.

SECURITY DEPOSIT

The security deposit is money required by the landlord to cover the cost of any damages caused by the tenant or charges owed due to a breach of the lease agreement. To avoid

disagreements, tenants and landlords should have a signed move-in inspection report which outlines the condition of the dwelling when the tenant moved in. Without a move-in inspection report, it will be difficult for a landlord to provide clear and convincing evidence that damage or cleaning needed at the end of the tenancy is the tenant's fault or responsibility.

- The security deposit may be used for unclean conditions, broken appliances, utilities, or overdue rent or fees owed by the tenant after the dwelling unit is vacated.
- The security deposit is not a rental payment. The tenant needs to follow the terms of the lease throughout the tenancy to make sure the deposit will be returned after they leave.
- The security deposit is the tenant's money throughout the tenancy. If the tenant does not owe any rent, and leaves the rental unit in generally the same condition as when they moved in, the landlord should refund the deposit as outlined in the lease agreement.
- Normal "wear and tear" depreciation or deterioration of equipment, furnishings, or appliances is expected in a rental dwelling. Landlords should be prepared to cover the costs for replacing worn items, painting periodically, or maintaining appliances and fixtures. However, if something in the rental unit is damaged due to negligence, carelessness or abuse by the tenant this may be considered damage and with proper documentation, deducted from the tenant's security deposit. For example, small holes in the wall from picture hooks would be wear and tear, but a large hole in the wall that requires drywall or plaster repair could be considered damage. Good judgment, communication and documentation is necessary between tenants and landlords to reach agreement regarding normal wear and tear.
- For information about depreciation and other rental activities landlords should read and understand IRS Publication 527.
- Tenants should leave a forwarding address with the landlord so the security deposit can be returned to them as required.
- Rentals not covered by the VRLTA do not earn interest on security deposits unless it is specifically stated in writing in the lease agreement.
- If a landlord fails to return the deposit as required by the lease agreement, the tenant may file a complaint for voluntary mediation with Consumer Affairs or take legal action to recover the deposit plus reasonable attorney fees.

For landlords governed by the VRLTA details about security deposits are available at §55-248.15:1.

- A security deposit may not exceed two months rent.
- The landlord must inspect the rental unit within 72 hours after the tenant vacates.
- If the tenant requests in writing to be present at the inspection, the landlord must inform the tenant of a reasonable date and time for the inspection. The purpose of this inspection is to allow the tenant and landlord the opportunity to view the dwelling together and discuss any problems that might affect the return of the tenant's security deposit.
- The landlord must refund the tenant's deposit minus deductions for any damages to the unit within 45 days after the tenant moves out. The deposit should be returned to the last known address for the tenant.
- If there are damages, the landlord must provide an itemized list of the deductions and have documentation to support the actual cost the landlord pays for repairs, damages, or other expenses.

Interest Payments on Security Deposits Governed by the VRLTA

- If the landlord holds the security deposit for more than 13 months, they must pay interest on the deposit after the tenant moves out.
- The VRLTA requires that simple interest be paid at six month intervals from the date and the rental agreement begins until termination of the tenancy.
- Interest is calculated from the beginning of the occupancy. The rate varies annually with the annual rate being equal to one percentage point below the Federal Reserve Board Discount Rate computed on January 1st of each year. The schedule of rates on security deposits since 1975 is available at §55-248.15:2 of the VRLTA or the table on page 46.
- The Federal Reserve Board can be reached at 202-452-3000 or the Federal Reserve System's discount window. The term "discount rate" refers to the primary credit rate.
- Rentals not covered by the VRLTA do not earn interest on security deposits unless it is specifically stated in writing in the lease agreement.

SECURITY DEPOSIT INTEREST RATES

Year	Rate
July 1, 1975 – December 31, 1979	3.00 %
January 1, 1980 – December 31, 1981	4.00 %
January 1, 1982 – December 31, 1984	4.50 %
January 1, 1985 – December 31, 1994	5.00 %
January 1, 1995 – December 31, 1995	4.75 %
January 1, 1996 – December 31, 1996	5.25 %
January 1, 1997 – December 31, 1998	5.00 %
January 1, 1999 – June 30, 1999	4.50 %
July 1, 1999 – December 31, 1999	3.50 %
January 1, 2000 – December 31, 2000	4.00 %
January 1, 2001 – December 31, 2001	5.00 %
January 1, 2002 – December 31, 2002	.25 %
January 1, 2003 – December 31, 2003	0.00 %
January 1, 2004 – December 31, 2004	1.00 %
January 1, 2005 – December 31, 2005	2.25 %
January 1, 2006 – December 31, 2006	4.25 %
January 1, 2007 – December 31, 2007	5.25 %
January 1, 2008 – December 31, 2008	0.75 %
January 1, 2009 – December 31, 2009	0.00 %

The above table lists the rates of interest on security deposits governed by the VRLTA.

INTEREST CALCULATION EXAMPLE

\$1000 Security Deposit From January 1, 2003 – April 30, 2009

Rental Dates	Interest Rate	Interest Calculation
January – December 2003	0.00 %	\$ 0.00
January – December 2004	1.00 %	\$ 10.00
January – December 2005	2.25 %	\$ 22.50
January – December 2006	4.25 %	\$ 42.50
January – December 2007	5.25 %	\$ 52.50
January – December 2008	0.75 %	\$ 7.50
January – April 2009	0.00 %	\$ 0.00

Total Interest Earned

\$ 135.00

Security Deposit Amount: \$ 1000.00 Deposit

Interest Earned \$ 135.00 Interest

Total Refund to Tenant \$ 1135.00

TENANT RESOURCE SHEET

If you have a problem in your rental unit, contact the landlord or community manager first. If you do not get the help you need, contact the county agency below that is responsible for addressing your issue. If you are not sure who to call, contact Consumer Affairs.

Fairfax County Zoning Enforcement Branch, Property Maintenance
703-324-1300, TTY 711 www.fairfaxcounty.gov/dpz/zoning

- No heat from October 15 – May 1, or air conditioning from May 15 – October 1
- No hot or cold running water
- Cooking or refrigeration appliances that are not in good or safe working order
- Electrical system hazards
- Inadequate light
- Inadequate ventilation
- Plumbing problems
- Doors or windows that are not in good condition
- Cracks or holes in exterior walls
- Roach, rat, mouse, or other bug infestation that causes structural damage
- Unsafe walkways, stairways, or steps
- Leaking water or flooding in the apartment
- Sewage backup inside the apartment
- Overflowing trash and garbage inside the dwelling
- Noise complaints regarding construction activity and equipment
- Unsafe bedrooms
- Junk and debris in yards
- Overcrowding

- Four or more unrelated people living in a dwelling
- Illegal multiple dwellings units
- Information about mold

**Fairfax County Health Department, Division of Environmental Health,
Community Health and Safety Section**

703-246-2300, TTY 711

www.fairfaxcounty.gov/hd/eh

- Roach, rat, mouse or other infestation that causes illness
- Disease carrying insects such as mosquitoes and ticks
- Bed bugs
- Radon, asbestos, and lead paint information
- Overflowing trash and garbage outside the dwelling
- Swimming pools

Consumer Affairs, Department of Cable and Consumer Services

703-222-8435, TTY 711

www.fairfaxcounty.gov/consumer

- Information about the rights and responsibilities of tenants and landlords
- What to do when you have a dispute with your landlord or a problem in your rental unit
- What your landlord can do if you do not follow the lease agreement
- Mediation when you have a problem you are not able to solve
- Education, Outreach, and publications

FREQUENTLY ASKED TENANT-LANDLORD QUESTIONS

Q. WHAT LAWS PROTECT ME AS A TENANT IN FAIRFAX COUNTY?

A. There are state and local laws that govern most tenant-landlord relationships in Fairfax County. Specific tenant rights are based on whether or not the rental is covered by The Virginia Residential Landlord and Tenant Act (VRLTA). The VRLTA applies to all rental agreements in Fairfax County where the landlord owns and rents five or more dwelling units, such as an apartment building, or any type of multi-family housing. Tenants are also covered in Fairfax County if you live in a single family house and your landlord rents and own more than four dwellings. If your rental agreement is not governed by the VRLTA, your lease agreement will outline all of the terms and conditions that apply during the rental. Be sure you understand and agree with all of the rights, responsibilities, and obligations in the rental agreement.

The Fairfax County Code, Chapter 12, applies to most rental agreements for dwelling units located within Fairfax County. Chapter 12 establishes policies that govern relationships between tenants and landlords, and outlines the duties of Consumer Affairs and the Tenant Landlord Commission.

All tenants have rights under the Virginia Uniform Statewide Building Code (USBC). This Virginia Maintenance Code sets minimum standards for all dwelling units used as a residence. These standards insure that every residence is safe and sanitary. Landlords are required to provide essentials such as heat, hot and cold running water, electricity, proper plumbing, smoke detector, adequate ventilation, and environmental conditions both in and outside of the property. Landlords must also maintain all appliances that are provided as part of the rental agreement. Most problems that impact a tenant's health and safety and habitability of the unit are enforced by the Fairfax County Zoning Enforcement Branch, Property Maintenance or the Fairfax County Health Department, Division of Environment Health, Community Health and Safety Section. Check out the Tenant Resource Sheet to find out which agency to call when there is a maintenance or repair issue that you have not been successful in getting your landlord to fix, repair, or replace.

Q. I PAID AN APPLICATION FEE FOR AN APARTMENT I WANT TO RENT. CAN I GET THIS FEE BACK IF I DO NOT RENT, OR IF MY APPLICATION IS NOT APPROVED?

A. Landlords subject to the Virginia Residential Landlord and Tenant Act (VRLTA) cannot charge more than \$50 for the application fee. If a rental unit was reserved for you and you changed your mind after approval, the landlord can charge you for their actual expenses and damages such as lost rental income. The landlord must provide an itemized list of the expenses and damages. If your application is rejected and you paid by cash, certified check, cashier's check, or money order the landlord must return the fee within ten (10) days of the rejection.

If the VRLTA does not apply to the rental unit, a tenant should ask the landlord before they pay an application fee if they can get the fee back, what deductions can be made and how long it will take to get the fee back. Get the answers in writing.

Q. HOW MUCH CAN A LANDLORD REQUIRE AS A SECURITY DEPOSIT?

A. If the Virginia Residential Landlord and Tenant Act (VRLTA) applies to your rental situation, the security deposit may not exceed two months' rent. Some landlords require other fees which may be non-refundable. There is no limit on the amount of security deposit a landlord can request if the VRLTA does not apply. In all cases, deposits and fees should be clearly identified in the rental agreement so there is no confusion or misunderstandings at the end of the rental term.

Q. CAN I USE MY SECURITY DEPOSIT FOR THE LAST MONTH'S RENT?

A. No. The security deposit is not a rental payment. A landlord requires this deposit to cover the cost of any damages caused by the tenant or charges the tenant owes because of a breach of the lease agreement, such as unpaid rent owed by the tenant after the dwelling is vacated.

Q. IS THERE ANY LIMIT OR CEILING ON RENT INCREASES?

A. In Virginia, there are no restrictions or ceilings on how much a landlord can charge a tenant for rent. Most landlords determine rent based on the current market rate regardless of how long a tenant has lived there or how good their payment history has been. Landlords can increase rental fees at the end of the lease period by any amount they choose. However, the landlord must give proper written notice before the end of the lease if the rent will increase.

Q. I HAVE OVER SEVEN MONTHS LEFT ON MY ONE YEAR LEASE BUT I WANT TO MOVE CLOSER TO MY FAMILY. CAN I BREAK THE LEASE AND MOVE OUT?

A. The fact that you would like to move does not change the terms of the lease agreement, which is a binding contract. Both the tenant and the landlord have a legal obligation to complete the term of the agreement. If you break the rental agreement before the end date, the tenant may be responsible for rent until the actual termination date of the lease or until a new tenancy begins. The landlord can charge the tenant for loss of rental income, advertising, redecorating, reasonable attorney fees, or other expenses caused by your breach of the contract. If you must leave the premises, review your lease for an early termination clause and be prepared to follow the terms. If there is no provision for early termination, discuss it with the landlord and try to work out a mutual termination agreement. Changes to the lease agreement should be in writing and signed by both parties. This prevents any misunderstandings, unexpected expenses, or legal problems.

Q. THE LANDLORD REFUSES TO MAKE REPAIRS AND TAKES A LONG TIME WHEN SOMETHING BREAKS IN THE APARTMENT. CAN I WITHHOLD RENT UNTIL THE REPAIRS ARE MADE?

A. No! There is no legally acceptable reason to withhold a rent payment. By signing the lease agreement, you agreed to pay the rent. If the tenant withholds rent, the landlord can terminate the tenancy for non-payment of rent by filing a court action to evict the tenant. If your landlord is in breach of the lease agreement regarding maintenance or repair issues review the Tenant Resource Sheet and contact the county agency that can provide assistance. When there is a problem or dispute with your landlord, always try to solve it first by sending a written notice to your landlord. If your efforts are not successful, contact Consumer Affairs to find out if there are other options available to you.

Q. WE HAVE NO HEAT OR HOT WATER. WE LEFT PHONE MESSAGES FOR THE LANDLORD BUT THEY HAVEN'T CONTACTED US OR FIXED THE PROBLEM. WHAT CAN WE DO?

A. If your landlord doesn't return your call, follow up with a written, dated notice stating the problem and requesting prompt repairs. Keep a copy of this communication. All landlords are required to provide heat from October 15 to May 1 at a temperature not less than 65°F in all habitable rooms. Hot and cold running water is required all year by the Virginia Maintenance Code. Contact the Zoning Enforcement Branch at 703-324-1300 for assistance. You may also file a complaint with Consumer Affairs for voluntary mediation if the landlord is not responsive.

Q. I MOVED FROM A RENTAL UNIT THREE MONTHS AGO BUT MY LANDLORD REFUSES TO RETURN MY SECURITY DEPOSIT. HOW CAN I GET MY MONEY BACK?

A. Section 55-248.15:1 of the Virginia Residential Landlord and Tenant Act (VRLTA) as well as most lease agreements requires the landlord to return the security deposit within 45 days after the end of the lease agreement. The tenant should leave the dwelling in generally the same condition as when they moved in. If there are damages, the landlord must provide an itemized list of all damages or charges and have documentation to support the actual cost the landlord pays for repairs, damages, or other expenses. If the landlord does not respond to your requests or you disagree with the deductions, notify the landlord in writing. If this doesn't work, you may file a complaint with Consumer Affairs for voluntary mediation.

Q. I RENTED A TOWNHOUSE FOR NINE YEARS. AFTER I MOVED OUT, THE LANDLORD CLAIMED THEY DIDN'T HAVE TO PAY INTEREST ON MY SECURITY DEPOSIT. MY FRIEND SAYS THE LANDLORD HAS TO PAY INTEREST. WHO IS RIGHT?

A. If your lease agreement is governed by the Virginia Residential Landlord and Tenant Act (VRLTA), the landlord is required to pay interest on the security deposit if the landlord held the deposit more than 13 months after the date the rental began

under Section 55-248.15:1 of the VRLTA. The landlord is required to pay simple interest. If the VRLTA does not apply to your lease agreement, the landlord is not required to pay interest on the security deposit unless the lease agreement specifically states that interest is to be paid. Tenants can negotiate terms such as payment of interest is to be paid. Tenants can negotiate terms such as payment of interest on the security deposit before the lease is signed. Make sure all agreed terms and conditions are written in the lease and signed by the tenants and landlord.

Q. I RENT A ROOM IN A PRIVATE HOUSE. ALTHOUGH MY LEASE ISN'T UP FOR SIX MONTHS, THE LANDLORD DEMANDED THAT I MOVE OUT IMMEDIATELY. CAN THEY EVICT ME LIKE THIS?

A. No. A landlord cannot remove a tenant or their personal property without a court order. Virginia law does not allow landlords to lock out tenants, remove their belongings, or cut off essential services such as heat, water, gas, or electricity without court action. To terminate a tenancy, a landlord must give the tenant a written notice based on the term of their tenancy. The type of notice all landlords must give under Virginia law is outlined in §55-222 of the Virginia Code.

Q. I RENTED MY CONDOMINIUM TO TWO INDIVIDUALS. LAST MONTH, I ONLY RECEIVED HALF OF THE RENT. WHEN I CONTACTED THEM ONE TENANT TOLD ME THEY LOST THEIR JOB SO THEY COULDN'T PAY THEIR HALF OF THE RENT. THE OTHER TENANT CLAIMS THEY CANNOT AFFORD TO PAY THE FULL RENT AMOUNT. WHAT CAN I DO TO GET THE UNPAID RENT?

A. If the lease agreement states that the tenants are “jointly and severally responsible” for complying with all terms of the lease agreement, each tenant is responsible for paying the rent individually or together. This means the full rent payment is due even if there is a change in circumstances with one tenant, such as a job loss. The agreement to share or split the rent is between the tenants. If one tenant cannot uphold their part of the agreement, this problem must be resolved between the tenants. If the full amount of rent due is not paid according to the lease agreement, the landlord may initiate eviction proceeding for non-payment of rent.

Q. I JUST MOVED INTO AN APARTMENT THAT THE LANDLORD SAID WOULD BE PAINTED, NEW CARPET PUT IN, AND THE OLD MICROWAVE REPLACED. WHEN I MOVED IN, THE APARTMENT HADN'T BEEN PAINTED, AND THE OLD CARPET AND MICROWAVE HADN'T BEEN REPLACED. HOW CAN I MAKE THE LANDLORD KEEP THEIR WORD AND FIX THESE THINGS?

A. There are no laws that require a landlord to paint, replace carpet or a microwave between rentals. The landlord is required to deliver the apartment in a clean and sanitary condition and make sure all appliances are in safe working order. The fact that something is old or worn may be acceptable unless the condition is a violation under the Virginia Maintenance Code. If there is no law violation, and you didn't get a written agreement from the landlord that they would improve these conditions,

you may have a difficult time trying to get the landlord to keep a promise based on a verbal agreement. Since verbal or oral agreements are difficult to enforce, always get agreements in writing before you sign the lease agreement.

Q. I RECEIVED ONLY A PORTION OF MY SECURITY DEPOSIT BACK AND THE LANDLORD CHARGED ME FOR THINGS THAT WERE NOT NOTED DURING THE MOVE-OUT INSPECTION. CAN THE LANDLORD MAKE DEDUCTIONS AFTER THE INSPECTION?

A. While the purpose of a move-out inspection is to give the tenant and landlord an opportunity to view the dwelling together and work out any problems that might affect the return of the deposit, the landlord has 45 days after the tenants moves out to inspect and make deductions. It is possible that some damages or conditions were covered up or just not identifiable until after the inspection. If the landlord has proof that the claimed damages are the tenant's responsibility, they may deduct for the damages to make needed repairs. However, you should discuss any issues with the landlord and ask for documentation to support the actual cost the landlord paid for repairs or damages.

Q. AFTER RENTING FOR FIVE YEARS, MY LANDLORD GAVE ME A NOTICE TO VACATE. I REALLY LOVE THIS APARTMENT BUT THE LANDLORD WON'T RENEW MY LEASE. I THINK THIS IS DISCRIMINATION. WHAT CAN I DO?

A. Virginia law does not require a landlord to renew or extend a lease agreement beyond its termination date. If the landlord wants to end the lease they can do so without giving a reason, but the landlord must give the tenant proper notice of the lease termination. If you believe you are being discriminated against or that your civil rights are being violated contact the Fairfax County Human Rights Commission at (703) 324-2953.

Q. TWO MONTHS AGO, I TOLD THE APARTMENT MANAGER THAT I HAD TO MOVE AT THE END OF THE NEXT MONTH. ALL THE STAFF HEARD THE MANAGER SAY "OK." AFTER I MOVED THE LANDLORD CHARGED ME AN EXTRA MONTH'S RENT BECAUSE I DID NOT GIVE A WRITTEN NOTICE. CAN THEY DO THIS?

A. Yes they can. To properly terminate a lease agreement in Virginia, a written notice is required. You should always review your lease agreement to find out how, when, and where proper notice is to be given. If there is no information in your lease agreement about terminating the tenancy, you should follow the requirements in §55-222 of the Virginia Code. Verbal notice or conversation does not fulfill this legal requirement, even if you have a dozen witnesses. Keep a copy of all written notices for your records.

Q. MY LANDLORD CAME INTO MY APARTMENT CLAIMING THEY NEEDED TO DO AN INSPECTION. CAN THE LANDLORD COME ANY TIME THEY WANT TO?

A. Before entering a tenant's unit, the landlord should provide notice to the tenant and enter at a reasonable date and time. Generally, the landlord can enter to make repairs, inspect the unit or show the property to prospective buyers or tenants. Unless there is an emergency situation, the landlord should not enter without notice and the tenant should not unreasonably withhold access to the property.

Q. I CAN'T PAY MY RENT THIS MONTH. CAN THE LANDLORD PUT ME OUT?

A. The full rental payment is due each month on the date stated in the lease in spite of a change in your circumstances. If you fail to pay the rent, the landlord may issue a "pay or quit" notice that requires you to pay the full amount you own by a specific date. If you do not make the payment, the landlord cannot put you out. The landlord must file a "Summons for Unlawful Detainer" in the Fairfax County General District Court to begin the eviction process and to take possession of the dwelling for non-payment of rent. The landlord is not obligated to accept partial payments and the landlord cannot remove you or your property without a court judgment. If you cannot pay your rent, discuss it with your landlord and try to work out an agreement to avoid eviction.

Q. A REAL ESTATE AGENT JUST TOLD ME THAT THE HOUSE I AM RENTING WAS FORECLOSED AND I HAVE TO MOVE OUT RIGHT AWAY. I CONTACTED THE LANDLORD AND THEY CONFIRMED THAT THEY NO LONGER OWN MY RENTAL UNIT. WHAT SHOULD I DO?

A. You do not have to move out right away. Tenants in foreclosed rental properties are protected by federal law. New owners who take over a foreclosed rental dwelling after May 20, 2009, have to follow rules established by the Protecting Tenants at Foreclosure Act. Under this law, the person who now owns the rental dwelling as a result of foreclosure cannot evict you without giving you a minimum 90-days notice. If you have a lease for a fixed term, such as one year, and the lease has not expired, you have a right to remain in your rental unit. You cannot be evicted until the end of the lease term. If your lease ends in less than 90 days, the new owner must give you a 90-day notice. There is one exception. If the new owner, who acquired the property at foreclosure, wants to live in the rental as their primary residence, the owner only has to give the tenant a 90-day notice to leave after they become the owner even if the lease runs longer than 90 days. To learn more, renters should contact Consumer Affairs to discuss their options and get help negotiating with new owners.

Q. I MOVED OUT OF MY RENTAL PROPERTY BECAUSE THE UNIT WAS FORECLOSED UPON. MY LANDLORD CLAIMS THEY DON'T HAVE TO RETURN MY SECURITY DEPOSIT? HOW DO I GET MY SECURITY DEPOSIT BACK?

A. You do not lose your right to get your security deposit back just because a bank or lender foreclosed on the landlord's property. The landlord remains responsible for returning your security deposit according to the terms of the lease agreement. If your

landlord does not return the deposit, you should send a letter demanding the return of your deposit. Do this right away because after a foreclosure, the landlord may be difficult to locate to collect your security deposit. If the landlord does not return your deposit, you may file a complaint for voluntary mediation with Consumer Affairs. If mediation is not successful, you may need to file suit against your landlord in the Fairfax County General District Court.

Q. I PAY MY RENT EACH MONTH BUT I'M AFRAID MY LANDLORD MIGHT NOT BE PAYING THE MORTGAGE. DOES MY LANDLORD HAVE TO LET ME KNOW IF THE PROPERTY I'M RENTING IS IN FORECLOSURE?

A. Landlords must give tenants written notice of a mortgage default or notice of a foreclosure sale within five days after the landlord receives written notice from the lender. There are some exceptions to this law so review §55-225.10 of the Virginia code.

Q. MY LEASE ENDS NEXT MONTH BUT I CAN'T FIND ANOTHER PLACE TO LIVE. DOES MY LANDLORD HAVE TO GIVE ME MORE TIME?

A. If your landlord has given you proper notice of the termination of the lease, they are not required to extend the term of the lease. The VRLTA does not require a landlord to extend a lease beyond the expiration of the original lease. If you do not leave, your landlord may take legal action against you. Under §55-248.37 of the VRLTA, the landlord can charge you a liquidated damage fee equal to 150 percent per day of the monthly rent. This provision does not apply to Housing Choice voucher tenants or other housing subject to regulation by the Department of Housing and Urban Development.

RESOURCE INFORMATION

Court Information

<p>Fairfax County Circuit Court Phone Number: 703-246-4111 TTY: 711 Web address: www.fairfaxcounty.gov/courts/circuit</p>
<p>Fairfax General District Court Civil and Small Claims Division Phone Number: 703-246-3012 TTY: 703-934-1296 Tenant-Landlord cases are scheduled for hearing on Fridays at 9:30 a.m. Web address: www.fairfaxcounty.gov/courts/gendist</p>

Credit Services & Reports

<p>Better Business Bureau of Metropolitan Washington Phone Number: 202-393-8000 Web address: www.dc.bbb.org</p>
<p>Equifax Phone Number: 1-800-685-1111 Web address: www.equifax.com</p>
<p>Experian Phone Number: 1-888-397-3742 Web address: www.experian.com</p>
<p>First Advantage Safe Rent Phone Number: 800-999-4010 Web address: www.residentscreening.com</p>
<p>National Tenant Network Phone Number: 540-542-0945 866-387-6320 Web address: http://www.ntnonline.com/</p>
<p>TransUnion Phone Number: 1-877-322-8228 Web address: www.transunion.com</p>

County, State, and Federal Agencies

<p>Department of Systems Management for Human Services Coordinated Services Planning Phone Number: 703-222-0880 TTY: 703-803-7914 Web address: http://www.fairfaxcounty.gov/dsm/csp/</p>
<p>Fairfax County Consumer Affairs & Tenant Landlord Commission Phone Number: 703-222-8435 TTY: 711 Fax: 703-324-3900 Web address: www.fairfaxcounty.gov/consumer/tenant</p>
<p>Fairfax County Health Department, Division of Environmental Health, Community Health and Safety Section Phone Number: 703-246-2300 TTY: 711 Web address: www.fairfaxcounty.gov/hd/eh</p>
<p>Fairfax County Human Rights Commission Phone Number: 703-324-2953 TTY: 703-324-2900 Web address: www.fairfaxcounty.gov/hrc</p>
<p>Fairfax County Redevelopment and Housing Authority Phone Number: 703-385-3662 TTY: 703-385-3578 Web address: www.fairfaxcounty.gov/rha/</p>
<p>Fairfax County Zoning Enforcement Branch, Property Maintenance Phone Number: 703-324-1300 TTY: 711 Web address: www.fairfaxcounty.gov/dpz/zoning</p>
<p>Federal Communications Commission Phone Number: 1-888-225-5322 TTY: 1-888-835-5322 Web address: www.fcc.gov</p>
<p>U.S. Dept. of Housing and Urban Development (HUD) Phone Number: 202-708-1112 TTY: 202-708-1455 Web address: www.hud.gov</p>
<p>Virginia Department of Agriculture & Consumer Services Phone number: 1-800-552-9963 or 804-786-2042 TTY: 800-828-1120 Web address: www.vdacs.state.va.us</p>

Legal Services

<p>Fairfax County Bar Association Phone Number: 703-246-3780 Web address: www.fairfaxbar.org</p>
<p>Lawyer Referral Service Phone Number: 800-552-7977 TDD: 804-775-0502 Web address: www.vsb.org/site/public/lawyer-referral-service</p>
<p>Legal Services of Northern Virginia Phone Number: 703-246-4500 Web address: www.lsnv.org</p>

Other Resources

<p>Fairfax County Division of Solid Waste (Trash & Waste Disposal) Phone Number: 703-802-3322 TTY: 711 Web address: www.fairfaxcounty.gov/dpwes/recycling/residential.htm</p>
<p>Fairfax County Fire & Rescue Dept. (Non-emergency) Phone Number: 703-246-2126 TTY: 703-385-4419 Web address: www.fairfaxcounty.gov/fr</p>
<p>Fairfax County Office of the Sheriff Phone Number: 703-246-3227, press 3 for Civil Enforcement TTY: 703-385-3578 Web address: www.fairfaxcounty.gov/sheriff/</p>
<p>Fairfax County Police Dept. (Non-emergency) Phone Number: 703-691-2131 Web address: www.fairfaxcounty.gov/police</p>
<p>Fairfax County School and Education Information Phone Number: Academic Programs – 571-423-1000 Phone Number: Adult & Community Education – 703-658-1201 TTY: 711 Web address: www.fcps.edu</p>
<p>Hispanic Committee of Virginia Phone Number: 703-671-5666 Web address: www.hcva.org</p>

Information Connection to Fairfax County Services

Phone Number: 703-324-3185 or 703-324-INFO (4636)

Web address: www.fairfaxcounty.gov

Virginia Department of Motor Vehicles (DMV)

Phone Number: 866-368-5463 TTY: 800-272-9268

Web address: www.dmv.state.va.us

Virginia Department of Transportation (VDOT) Road Conditions

Phone Number: 800-367-7623 TTY: 711

Web address: www.virginiadot.org

Telephone, Cable, and Internet Services

Comcast of Virginia, Inc.

Phone Number: 703-841-7700

Web address: www.comcast.com

Cox Communications, Inc.

Phone Number: 703-378-8422 TTY: 703-378-3924

Web address: www.cox.com/fairfax

Verizon Virginia, Inc.

Phone Number: 1-888-553-1555 TTY: 800-974-6006

Web address: www.verizon.com

Utilities

Dominion Virginia Power

Phone Number: 1-888-667-3000 TDD: 1-800-291-7745

Web address: www.dom.com

To locate Utility Lines before digging call 811

Fairfax County Water Authority

Phone Number: 703-698-5800 TDD: 703-698-7025

Web address: www.fairfaxwater.org

Washington Gas

Phone Number: 703-750-1000

Web address: www.washgas.com

Sample Letter to Send to New Owner

Non Housing Choice Voucher Tenant

(This sample letter is provided for information and guidance only. If you have questions, you are encouraged to seek legal assistance for details and options based on your individual circumstances).

Name and address of tenant

Name and address of owner

Date:

Dear Landlord,

I am writing this letter in response to the notice of termination dated _____ that I received on _____.

The Protecting Tenants at Foreclosure Act, (The Act) Pub. L. No. 111-22, §§ 701-704 (2009), which became law on May 20, 2009, applies to state eviction proceedings. This act requires that a new owner who took title to residential rental property through foreclosure must honor existing leases until the end of the lease term.

There are three exceptions to this rule: 1) if there is an existing term lease and the new owner wants to occupy the foreclosed property as a personal residence before the end of the lease term, 2) if there is an existing term lease with less than 90 days to the end of the lease term, or 3) if the existing lease on the foreclosed property is a month-to-month tenancy or a tenancy at will. In each of these cases, the owner must provide the tenant at least 90 days notice to terminate the tenancy. A copy of The Act is enclosed.

Because the notice sent on _____ does not comply with this law, I ask that you withdraw the notice and provide written verification of your action.

Sincerely,

Tenant name

Sample Letter to Send to New Owner

Housing Choice Voucher Tenant

(This sample letter is provided for information and guidance only. If you have questions, you are encouraged to seek legal assistance for details and options based on your individual circumstances).

Name and address of tenant

Name and address of owner

Date:

Dear Landlord,

I am writing this letter in response to the notice of termination dated _____ that I received on _____.

The Protecting Tenants at Foreclosure Act (The Act), Pub. L. No. 111-22, §§ 701-704 (2009), which became law on May 20, 2009, applies to state eviction proceedings. This law requires a person or entity who acquires ownership of residential rental property through foreclosure to take subject to (be legally bound by) the Housing Choice voucher lease and Housing Assistance Payments (HAP) contract. A new owner can only terminate the lease and HAP contract by giving the tenant at least 90 days notice of termination prior to the end of the lease. If the Housing Choice voucher lease and HAP contract have less than 90 days remaining in their term, or if the new owner who takes title at foreclosure wants to occupy the premises as their personal residence, the new owner may terminate the lease only after giving the tenant at least 90 days notice of such termination. A copy of The Act is enclosed.

Because the notice sent on _____ falls short of the 90-day notice required by law, I ask that you withdraw the notice and provide written verification of your action.

Sincerely,

Tenant name