

Can a tenant withhold rent for any reason?

There is no acceptable reason to withhold a rent payment.

- 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 a tenant is dealing with a landlord who is in breach of the lease or other laws, review the lease and contact Consumer Affairs to discuss options for dealing with this situation.

What is an eviction?

An eviction is the court action used by a landlord to remove a tenant from a rental unit. This process allows a landlord to receive a court judgment directing the tenant to leave the property and pay all rent, damages, and court costs.

- Virginia law does not allow landlords to lock out tenants, remove their belongings, or cut off the tenants' access to essential services, such as heat, water, gas, or electricity without going through legal proceedings.

Generally, a landlord can 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 unit for non-payment of rent or lease violations. Information about court is available at 703-246-3012, or www.fairfaxcounty.gov/courts/gendist.

What should a tenant or landlord do when there is a dispute or problem?

Tenants and landlords should discuss all concerns and try to work out the problem. If this doesn't resolve the issue, contact Consumer Affairs to find out if mediation will work for you. If the dispute cannot be resolved through voluntary mediation, another option is arbitration, which is offered by the Fairfax County Tenant-Landlord Commission.

The Fairfax County Tenant-Landlord Commission

The Commission is composed of ten members appointed by the Fairfax County Board of Supervisors. The Commission provides information to the public on tenant-landlord rights and responsibilities, recommends changes to tenant-landlord laws, represents the County's interest before legislative, public and private bodies, and arbitrates tenant-landlord disputes.

- The Commission meets on the third Thursday of every month at the Fairfax County Government Center. The meetings are open to the public and time is available for public comments. If you wish to attend a meeting, call Consumer Affairs at 703-222-8435, TTY 711.

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703-222-8435, TTY 711

What Tenants and Landlords Need To Know

Tenants and landlords need to know their rights and responsibilities under Virginia and Fairfax County laws. The Consumer Affairs Branch (CA) and the Tenant-Landlord Commission (Commission) offer this information to help you understand what you need to know in order to have a successful rental relationship. This brochure answers many of the questions frequently asked about tenant-landlord situations. If the information you need is not in this brochure, call Consumer Affairs at 703-222-8435, or visit www.fairfaxcounty.gov/consumer/tenant for more details.

What is the Virginia Residential Landlord and Tenant Act (VRLTA)? Does it apply to me?

The VRLTA is the state law that governs rental agreements between tenants and landlords. This law establishes the rights and obligations of tenants and landlords in Virginia. A link to the [VRLTA](#) is available on the CA Web site.

- 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 fewer units, are exempt from this act.

When a landlord is exempt from the VRLTA, the lease sets all the rules for the rental relationship. However, all landlords in Fairfax County must comply with zoning ordinances, building codes, health and safety codes, and fair housing codes.

Why is a lease agreement important?

A lease agreement is important because it specifies the period of time a landlord will allow a tenant to use a dwelling unit in return for payment of a set rent amount. The lease agreement outlines the terms and conditions that apply during the rental.

The tenant and landlord should agree with all of the terms before the landlord accepts rent money, and the tenant takes possession of the dwelling.

- It is important to have a *written* lease agreement. The lease should clarify the obligations and liabilities of both the tenant and landlord if a dispute arises.
- Verbal or oral lease agreements may be difficult to enforce. When an agreement is not in writing, it might be hard to get a tenant or landlord to keep a promise when there is a problem or conflict during the rental.

What should a tenant do before renting?

Since this is where you will be living, tenants should be sure the neighborhood fits in with their lifestyle and offers the features they need for comfort and convenience.

- Inspect the unit you will be renting before you pay a deposit or sign the lease agreement.
- If you are unable to see the dwelling, ask about the age and condition of the unit and the appliances and fixtures.
- Ask for and read the lease agreement completely, and get answers to all of your questions before signing the lease.

How much rent can a landlord charge, and how much can a landlord raise the rent?

Virginia law does not place any restrictions or ceilings on how much a landlord can charge for rent or how much a landlord may raise rent. Most landlords determine rent based on the current market rate.

- When there is a lease agreement, the landlord may not increase the rental rate until the end of the lease term.
- If a landlord wishes to raise the rental rate when the lease ends, they must provide written notice to the tenant according to the terms of the agreement. Usually, notice is required 30 days before the next time rent is due.

What is a security deposit?

A 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.

- A landlord may use the security deposit for unclean conditions, broken appliances, utilities, or unpaid rent owed by the tenant after the dwelling unit is vacated.
- A security deposit is not a rental payment. The tenant should follow the terms of the lease throughout the rental to make sure the deposit will be returned after they move out of the dwelling.
- The security deposit is the tenant's money throughout the tenancy. If the tenant does not owe any rent, and leaves the unit in generally the same condition as when they moved in, the landlord should refund the deposit.

If the property is covered under the VRLTA, the landlord must inspect the unit within 72 hours after the tenant leaves. 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. This inspection gives the tenant and landlord the opportunity to view the dwelling together and work out any problems that might affect the return of the tenant's 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.
- If there are damages, the landlord must provide an itemized list of any deductions and have documentation to support the actual cost the landlord pays for repairs, damages, or other expenses.
- If the landlord holds the security deposit for more than 13 months after the date the rental begins, the landlord must pay simple interest on the deposit when the tenant leaves.

If the VRLTA does not apply to the lease agreement, the landlord is not required to pay interest on the security deposit. Tenants may negotiate terms such as payment of interest or other requirements they must follow to get their deposit back. All agreed terms and conditions should be included in the lease and signed by the tenant and landlord.

What happens if a tenant breaks a lease?

A lease agreement is a binding contract.

- 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.
- If rent is not paid and/or the unit is damaged, the landlord can take court action against the tenant.

Both the tenant and the landlord have a legal obligation to complete the term of a lease agreement.

What about maintenance responsibilities?

The tenant is responsible for keeping the dwelling unit clean and safe. The tenant is also responsible for repairing or paying for damage caused by the tenant, other occupants living in the rental unit, or guests.

- The tenant should inform the landlord immediately when repair or maintenance is needed. Call the landlord and follow up in writing.
- If a tenant is not successful in getting the landlord to provide needed maintenance or repair, get the [Tenant Resource Sheet](#) from Consumer Affairs to find out which County agency to call for help.

It is the landlord's responsibility to maintain the unit. The landlord must make sure essential services such as hot and cold running water, and heat are available, and that all appliances provided in the dwelling, such as mechanical, electrical, and plumbing facilities are in proper working condition.

- The landlord should let the tenant know when repairs will be performed, and promptly correct problems.

Both the tenant and landlord must comply with the requirements of all health, housing, and building codes, for cleanliness and safety.

