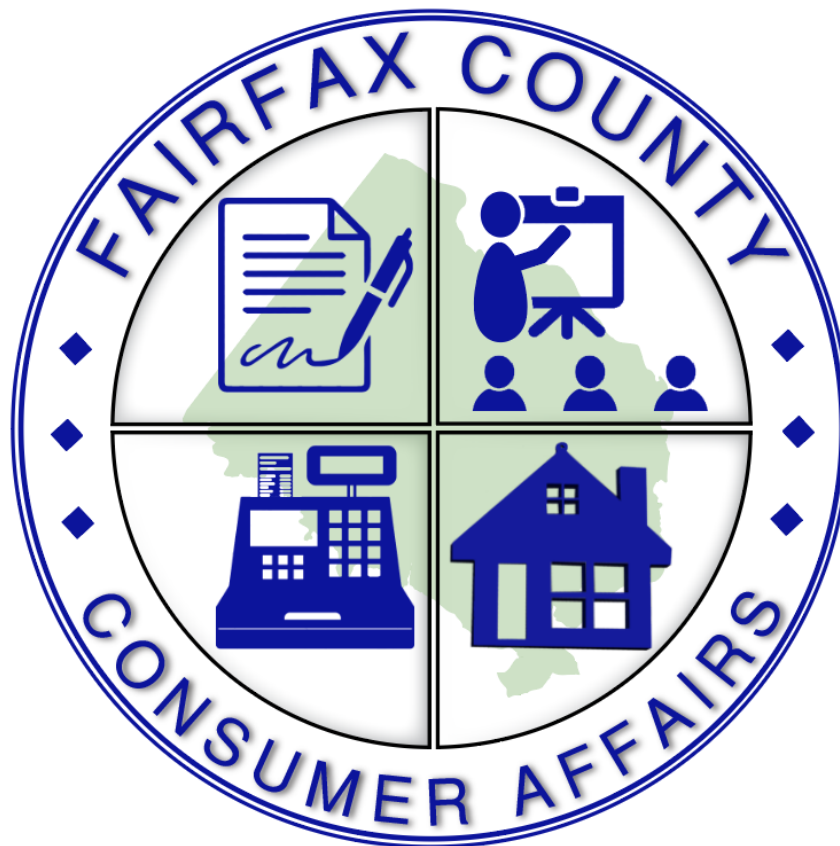


FAIRFAX COUNTY
Tenant-Landlord Handbook



Department of Cable and Consumer Services
March 2022

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FAIRFAX COUNTY TENANT-LANDLORD COMMISSION

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Tenant Vice-Chairperson

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Tenant Member

The [Tenant-Landlord Commission](#) (Commission) was established on October 27, 1979, by the Fairfax County Board of Supervisors. The Commission gives objective and fair assistance to the County's tenants and landlords by providing publications, brochures, checklists, videos, and public service announcements regarding rental issues in Fairfax County.

The Commission consists of Fairfax County residents appointed by the Board of Supervisors to ten member positions: three (3) tenant members; three (3) landlord members; and four (4) public members, one (1) of which must be a condominium owner.

The business of the Commission is guided by the Bylaws adopted by a majority vote of Commission members and approved by the Board of Supervisors.

The mission of the Commission is to give objective and fair assistance to Fairfax County tenants and landlords.

The duties of the Commission are to:

- Provide information to the public concerning the rights and responsibilities of tenants and landlords.
- Forward to the Board of Supervisors, as appropriate, recommendations for changes in legislation at all levels of government.
- Represent the County interests concerning tenant-landlord matters before judicial, legislative, administrative and other public or provide bodies upon direction of the Board of Supervisors.
- Advise the Board of Supervisors about the nature, causes and possible solutions to tenant-landlord problems.
- Hold public hearings and report its findings to the Board of Supervisors on tenant-landlord issues that affect the public interest.
- Make tenants and landlords aware of the conciliation and mediation services available through the Fairfax County Department of Cable and Consumer Services.

- Arbitrate tenant-landlord complaints, upon agreement of the parties, pursuant to the Rules of Procedures adopted by the Commission.
- Report periodically to the Board of Supervisors on the activities of the Commission.

INTRODUCTION

Fairfax County [Consumer Affairs](#) provides information, advice, education, and voluntary mediation to the tenant-landlord community. Written complaints are reviewed using lease agreements and applicable laws. By facilitating communication between tenants and landlords, efforts are made to reach a mutually satisfactory resolution to complaints and disputes 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 contacting Consumer Affairs find the services provide an efficient alternative to a potentially lengthy and costly court process.

The [Tenant-Landlord 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 to law.

Tenants and landlords have the responsibility to understand the requirements of law and the provisions of the lease agreement. This handbook is designed to supplement the lease agreement and offer information and resources to be an informed tenant or landlord.

CHAPTER 1 - TENANT-LANDLORD LAWS AND PROVISIONS

Consumer Affairs provides guidance and resources about tenant-landlord rights and responsibilities. Following is a summary of Virginia tenant-landlord laws and provisions regarding the rights, obligations, and responsibilities of tenants and landlords.

VIRGINIA RESIDENTIAL LANDLORD AND TENANT ACT (VRLTA)

In [Chapter 12 of the Code of Virginia](#) (§55.1-1200-1262) the VRLTA establishes the rights and responsibilities of tenants and landlords in all jurisdictions throughout Virginia. The VRLTA applies to occupancy in all single-family and multi-family dwelling units, as well as public housing units that are subject to this Chapter. The Code of Virginia defines a single-family residence and multi-family dwelling unit as follows:

- Single-family Residence – a structure, other than a multi-family residential structure maintained and used as a single dwelling unit, condominium unit, or any other dwelling unit that has direct access to a street or thoroughfare and does not share heating facilities, hot water equipment, or any other essential facility or essential service with any other dwelling unit.
- Multi-family Dwelling Unit – more than one single-family dwelling unit located in a building.

Failure to perform maintenance or repair duties as defined in the VRLTA, or in the lease agreement, as it relates to health, safety, or habitability issues by the landlord may warrant a rent escrow account in the [Fairfax County General District Court](#). To proceed, a tenant should review [Code of Virginia §55.1-1244](#) and file the [Tenant’s Assertion and Complaint](#) form.

The [Economic Growth, Regulator Relief, and Consumer Protection Act](#) applies to foreclosures on all residential properties and provides most tenants with the right to 90 days’ notice before being required to move after a foreclosure. Depending on circumstances, tenants may have the right to stay until the end of the lease term, or if the lease is month-to-month, 90 days to move after the new owner gives notice to leave. The [Code of Virginia §55.1-1237](#) requires a landlord to give written notice to a tenant or prospective tenant that the landlord has received a notice of mortgage default, mortgage acceleration, or foreclosure state within five business days after the landlord receives written notice from the lender.

FAIRFAX COUNTY TENANT-LANDLORD RELATIONS

Chapter 12 Tenant-Landlord Relations (Chapter 12) of the Fairfax County Code applies to rental agreements for dwelling units located in Fairfax County. Chapter 12 establishes policies that govern relationships between tenants and landlords and outlines the duties of [Fairfax County Consumer Affairs](#) and the [Commission](#).

PROPERTY CODES

Virginia’s building codes and regulations are administered through the [Virginia Uniform Statewide Building Code](#) (USBC). To find out more about property maintenance and fire and

health codes, contact the [Fairfax County Department of Code Compliance](#) and the [Fairfax County Health Department](#). The [Fairfax County Zoning Ordinance](#) defines how many people can live in a house, how much space is needed, and safe living conditions which generally are:

- No more than one family plus two renters in one house, or
- No more than four unrelated people in one house.

Safety requirements regarding smoke alarms, emergency exits, and safety rules for basement bedrooms can be found in the [Fairfax County Code §61-5-1](#) and generally are:

- One (1) smoke alarm outside each bedroom, including basement bedrooms.
- One (1) smoke alarm on each floor of the house.
- Two (2) means of exit, one of which must go directly outside for each bedroom.

General Fire and Life Safety information is available from the [Fairfax County Fire & Rescue Department](#).

All landlords must comply with the USBC to meet minimum standards for all dwelling units used as a residence. These standards ensure 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, smoke detector, and adequate ventilation. Most problems that impact a tenant's health and safety and habitability of the unit are enforced by the [Fairfax County Department of Code Compliance](#). Tenants who have a health or safety hazard in the rental dwelling should check the [Tenant Resource Sheet](#) to find out which agency to contact if the landlord does not provide assistance when requested.

The [Residential Lead-Based Paint Hazard Reduction Act of 1992](#) requires the disclosure of known information on lead-based paint and lead-based paint hazards before the sale or lease of most housing built before 1978. Many apartments and houses built before 1978 may have paint that contains lead. Before a rental agreement starts, landlords are required to provide a disclosure statement about lead-based paint.

FAIR HOUSING LAWS

Federal, state, and county laws prohibit discrimination in rental housing. The [Fairfax County Human Rights Ordinance](#) is enforced by the [Fairfax County Office of Human Rights and Equity Programs](#). Federal requirements are available from the [U.S. Department of Housing and Urban Development \(HUD\)](#). Landlords may review applicants on the basis of income, employment, prior rentals, and credit history. Discrimination in housing is prohibited on the basis of race, color, religion, sex, sexual orientation, gender identity, marital status, pregnancy, childbirth or related medical conditions including lactation, age, disability, status as a veteran, or national origin.

CHAPTER 2 – BEFORE RENTING

Prospective tenants should read the lease to understand the applicable requirements, provisions, rules, addendums, and laws. A lease agreement should specify the rights and responsibilities of both the tenant and landlord and explain the rules that determine how the unit will be operated or maintained. The best time to negotiate terms and conditions is before signing the lease, after which the lease agreement is a legally binding contract.

An inspection of the dwelling unit should be conducted prior to paying the deposit or signing the lease. Examine the walls, ceiling, stairs, windows, lights, carpets, plumbing, heating, and appliances. Check for cleanliness and look for evidence of unsanitary conditions that pose a health hazard such as rodents, roaches, or other insects. If repairs or other corrective actions are needed, the tenant should obtain a detailed written commitment from the landlord.

Prospective tenants should ask about the age and condition of the appliances, if the dwelling unit will be painted or carpet replaced prior to move-in. Policies and restrictions on redecorating, window treatments, floor coverings, storage, laundry, parking, and pets should also be reviewed. A landlord cannot charge a pet deposit for tenants with service animals under the [Americans with Disabilities Act](#). All tenants are responsible for damage caused by pets or service animals.

Both parties should understand who is responsible for paying water, sewer, trash removal, electric, gas, cable, internet, or other services. If the tenant pays for any of these services, the landlord or utility company should provide an estimate of bills to understand and budget total living expenses in addition to the monthly rent. A tenant's access to cable, satellite, and other television facilities is governed by [Code of Virginia §55.1-1222](#). Tenants who have an exclusive use area, like a balcony or patio, are covered by the [Federal Communications Commission's \(FCC\) Over-the-Air-Reception Devices \(OTARD\) Rule](#). The rule does not apply to common areas such as the roof or exterior walls of multi-dwelling units.

The tenant and landlord should also decide who is responsible for maintenance and repair of appliances, mechanical equipment, electrical, plumbing, heating, ventilation, and air conditioning during the tenancy. Landlords must also maintain all appliances that are provided as part of the rental agreement. Safety and security devices such as smoke detectors, carbon monoxide detectors, deadbolt locks, building locks, or intercom systems should be working properly. Fire exits should be clearly marked and adequate lighting in all common areas such as stairs, hallways, and parking areas should be maintained. The maintenance obligations of tenants and landlords are defined in the USBC of the Code of Virginia 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 [Department of Code Compliance](#) and the [Fairfax County Health Department](#). Landlord responsibilities, unless the lease states otherwise, are outlined in [Code of Virginia §55.1-1220](#).

Tenant responsibilities, unless the lease states otherwise, are outlined in [Code of Virginia §55.1-1227](#).

The responsibility of cleaning mold can either be the tenant, the landlord, or shared. Tenants should read the lease to understand what is required to prevent mold growth and the landlords should have a plan of action to deal with mold should it occur. The Environmental Protection Agency has helpful information on [mold remediation](#).

Lastly, tenants should review the Consumer Affairs' [Renting a Room](#) and [Lease Checklist](#) publications and the Federal Trade Commission's [Rental Listing Scams](#) Web site for additional helpful information about leasing.

APPLICATION FEE

The rental application deposit and application fee are covered under [Code of Virginia §55.1-1203](#). In order to be considered as a tenant, a landlord may require prospective tenants to complete an application form and pay a nonrefundable application fee and a refundable application deposit.

Under the VRLTA, the application fee is nonrefundable and cannot be more than \$50. If the housing unit is subject to regulation by the Department of Housing and Urban Development, the nonrefundable application fee cannot exceed \$32. These fees include background, credit, or other pre-occupancy checks on the applicant. The landlord may require the following from applicants:

- 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 to determine whether each applicant is eligible to become a tenant.
- Photocopy of each applicant's driver license or other similar photo identification issued by the Department of Motor Vehicles pursuant to [Code of Virginia §46.2-342](#).

APPLICATION DEPOSIT

The application deposit is a refundable deposit paid by the tenant to the landlord for the purpose of being considered as a tenant in the dwelling unit. If the applicant decides not to rent the unit, or the landlord rejects the applicant, under the [Code of Virginia §55.1-1203](#), the landlord must refund the application deposit. The length of time the landlord has to provide a refund and itemization of actual expenses depends on how the application deposit was paid.

- If the application deposit was paid by regular check, the refund must be made within 20 days after the applicant's failure to rent the unit or the landlord's rejection of the application.
- If the application deposit was paid by cash, certified check, cashier's check, or postal money order, such refund must be made within 10 days of the applicant's failure to rent the unit if the failure to rent is due the landlord's rejection of the application.

A tenant should understand all requirements and obtain a receipt of payment. If the landlord does not comply with these requirements, and is governed by the VRLTA, the tenant may sue to regain the application deposit plus reasonable attorney fees.

TENANT SCREENING REPORTS

Landlords and residential real estate management companies may use tenant screening reports to obtain information on tenants.

Before applying, tenants should ask the landlord or management company for the name of the consumer reporting company it will use to conduct a background check. Tenants should contact the company to review the information and dispute any errors or inaccurate information before submitting a rental application. Incorrect or negative information could result in a rejected application. The [Consumer Financial Protection Bureau](#) provides a listing of [consumer reporting companies](#). Companies that provide tenant screening reports are required to provide tenants a copy of the report for free, if requested.

Landlords should conduct a screening and credit check of prospective tenants and examine previous rental records. 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 judgements less than \$15,000, and convictions of criminal misdemeanors.

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 the 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."

TENANT FINANCIAL RECORDS

Personal and financial information about tenants or prospective tenants is confidential. The landlord must protect the privacy and confidentiality of the tenant's information and not share it with a third party unless required by law, or in compliance with a law enforcement request. The [Code of Virginia §55.1-1209](#) outlines the conditions under which the landlord or managing agent may release information about the tenant or prospective tenant to a third party. The tenant may request a copy of records in paper or electronic form. If disclosed in the rental agreement, the landlord may charge for the actual costs of preparing copies of the records, if the tenant requests more than one copy. If the landlord provides tenants the records by electronic portal, the tenant shall not be required to pay for access to the portal.

CHAPTER 3 – RENTAL AGREEMENT

A lease agreement is a legally binding contract that outlines the rights and responsibilities of tenants and landlords. Both parties should read and understand the lease before signing. This is the final opportunity to question and discuss any provisions, conditions, limitations, rules, addendums, and requirements. Once the lease is signed, any changes, modifications, oral promises, conditions, or agreements between the tenant and the landlord must be in writing and signed by both parties to be enforceable. If either the tenant or the 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 the rent from the tenant. All persons who will occupy the premise should be listed on the lease, and those above the age of 18 may be required to sign the lease.

Effective July 1, 2019, landlords must offer a written lease agreement. If the landlord does not provide a written lease, the [Code of Virginia §55.1-1204](#) provides the following terms and conditions for the lease:

- The duration of the rental agreement shall be for 12 months and shall not be subject to automatic renewal except in the event of a month-to-month lease as otherwise provided for in the VRLTA.
- Rent shall be paid in 12 equal periodic installments in an amount agreed upon by the landlord and the tenant and if no amount is agreed upon, the installments shall be at fair market rent.
- Rent payments shall be due on the first day of each month during tenancy and shall be considered late if not paid by the fifth of the month.
- If the rent is paid by the tenant after the fifth day of any given month, the landlord shall be entitled to charge a late charge as provided in the VRLTA.
- The landlord may collect a security deposit not to exceed an amount equal to two months of rent.
- The parties may enter into a written agreement at any time during the 12-month tenancy.

Other promises or agreements not required by the law should be in writing which allows for compliance when there is a problem or dispute. Certain provisions are prohibited in rental agreements governed by the VRLTA and cannot be enforced by the landlord even if written into the lease agreement. A complete listing of these prohibited provisions is in the [Code of Virginia §55.1-1208](#).

Lease agreements 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, and walls. By documenting and reaching a mutual understanding about conditions existing at the beginning of the tenancy, the tenant and landlord can eliminate problems about responsibility for deficiencies when the tenant vacates

at the end of the lease term. Taking photos or video of the premise is a good way to supplement the written inspection form. Tenants should submit all information to the landlord to further document the condition of the dwelling unit upon move-in. Inspection requirements are available in the [Code of Virginia §55.1-1214](#).

Under the [Code of Virginia §55.1-1206](#), a landlord may require a tenant to obtain renter's insurance to cover losses due to theft, fire, tenant negligence, or injury 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.

If the rental agreement does not require the tenant to obtain renter's insurance, the landlord must provide a written notice to the tenant before execution of the rental agreement with the following:

- Landlord is not responsible for the tenant's personal property.
- Landlord's insurance coverage does not cover the tenant's personal property.
- Tenant should obtain renter's insurance to protect personal property.
- Tenant may contact the [Federal Emergency Management Agency \(FEMA\)](#) or the [Virginia Department of Conservation and Recreation Flood Risk Information System](#) to obtain information regarding whether a property is located in a special flood hazard area.

Information for tenants about renter's insurance is available from the [State Corporation Commission Bureau of Insurance](#).

The Fairfax County Tenant-Landlord Commission also offers the following two Public Service Announcements about renter's insurance:

- [Renter's Insurance PSA 1](#)
- [Renter's Insurance PSA 2](#)

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. Tenants are responsible to comply with the payment method required by the landlord. If a tenant is unable to pay rent on time, it should be discussed 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, it should be in writing; however, late fees may still be assessed as required in the lease.

RENT INCREASE

There is no rent control in Virginia. In Fairfax County there are neither statutes nor ordinances that limit the amount a landlord may charge for the use and occupancy of the property as a residence by tenants. This means there is no ceiling or limit 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 written notice is provided to the tenant as required by the lease before the next time rent is due. A tenant has the option to accept the rent increase, negotiate the rental rate, or vacate the premise at the end of the current lease term by providing proper written notice.

LANDLORD OPTIONS FOR UNPAID RENT

- Late Fees – If the rental agreement states a late fee will be charged if rent is received beyond the due date, a tenant must pay the fee specified in the lease. Some landlords may allow a five-day grace period, while others may not allow one at all.
- Returned Check Fees – If a tenant’s payment is returned by the bank for insufficient funds or other reasons, the fee specified in the rental agreement may be charged by the landlord. If the returned payment was for a rent payment and the rent is unpaid; 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 five days of the date of the notice. If rent is not paid at the end of the five days, the landlord may initiate court action to seek payment and termination of the lease agreement.

LANDLORD RIGHT TO ENTER THE PREMISES

Tenants have the right to enjoy the use of the rental dwelling and live without unnecessary interruptions or interference. Landlords should follow the requirements in the lease and the Code of Virginia before entering the premises.

A landlord may need to enter the dwelling unit to inspect the premises, make repairs, or show it to prospective tenants or purchasers. Under the [Code of Virginia §55.1-1229](#), the landlords must give tenants at least 24 hours’ notice of the need or intent to enter and reasonable times to enter, unless providing maintenance or service requested by the tenant, or in the event of an emergency or court order.

A tenant cannot refuse a landlord to enter the rental property if reasonable notice is given to enter to do the work, conduct an inspection, or show the rental to a prospective tenant or purchaser as required by the lease agreement. 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.

Under the [Code of Virginia §55.1-1229](#), 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, in order to provide maintenance, repairs, or respond to an emergency. Before changing or adding locks or installing any devices, tenants should obtain the landlord’s written permission and

approval. Before the tenant vacates, the landlord has the right to require the tenant to remove changed locks and all installed devices. Also, the landlord may require the tenant to pay for the cost to remove all devices and repair all damaged areas before the tenant vacates.

If the lease agreement requires the tenant to give notice to the landlord of an extended absence in excess of seven days, and the tenant fails to do so, the landlord may enter the unit to protect the property. If the tenants fails to inform the landlord and damage occurs during the absence, the tenant may be liable for repair costs. If the landlord has not received notice from the tenant about an absence and cannot determine whether the premise has been abandoned by the tenant, the landlord should send a written notice to the tenant.

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 a problem that can be remedied by repair, the landlord must send a written notice of the repair to the tenant with the following:

- Nature of the breach;
- Notification that the landlord or third party will enter the dwelling unit to perform the work;
- Itemized bill for the actual and reasonable cost of the repair; and
- Notification that payment shall be due as rent on the next rent due date, or if the rental agreement has terminated, immediate payment is due.

ACCEPTANCE OF RENT WITH RESERVATION

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 the right to terminate the rental agreement.

EVICTION

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 personal belongings or lock out a tenant without a court order. A landlord cannot force an eviction by deliberately cutting off essential services 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 703-631-2131;

- Call Consumer Affairs on weekdays between 8:00 a.m.-4:30 p.m. to review the eviction process; and
- File 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 receive unpaid rent. The most common grounds for eviction are:

- Non-payment of rent by the tenant;
- Breach of the lease, such as unauthorized pets, noise, or 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; or
- Abandonment of the premise.

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

1. The landlord must deliver a five-day Pay or Quit Notice to the tenant for nonpayment of rent. This notice provides the tenant five days from the receipt of the service of the notice to pay the rent balance owed or vacate the premise. Landlords desiring to have this notice served by the Fairfax County Sheriff's Office should contact the [Civil Enforcement Branch](#).
2. The landlord may file a [Summons for Unlawful Detainer](#) (a civil claim for eviction) with the Fairfax County General District Court if rent is not paid at the end of the notice period. Proof of notice of the five-day letter or Pay or Quit Notice is required by the court before the landlord can obtain the Summons for Unlawful Detainer.
3. The landlord may ask for back rent, late fees, court costs, attorney fees (if allowed by the lease), payment for damages to the property, and possession of the property.
4. A civil claim for eviction does not end the tenant's obligation to complete the term of the lease agreement or pay rent.
5. A landlord may accept the outstanding rent and still seek possession of the rental if a written notice of acceptance with reservation pursuant to [Code of Virginia §55.1-1250](#) is given to the tenant.
6. A tenant may redeem the tenancy once every 12 months. A redemption means the eviction lawsuit must be dismissed as paid if the tenant pays all amounts owed as of the court date. This includes all rent, court costs, reasonable attorney's fees, and late fees specified in the rental agreement. Another option is a redemption tender or a written commitment presented to the judge from a local government or non-

profit agency to pay all or part of the redemption amount. The judge must postpone the case for 10 days and allow the tenant to return with the full redemption amount. If rendered, the case is dismissed as paid. Details are available at [Code of Virginia §55.1-1250](#).

7. At the court hearing, both the tenant and landlord are given an opportunity to speak. The tenant and landlord should be prepared to provide supportive information, evidence, and testimony. If the tenant does not show, a default judgement can be entered against them.
8. If a judgement is entered against a tenant and the landlord is granted possession of the premise, the tenant should make plans to move out.
9. The Writ of Eviction in Unlawful Detainer is the actual order of eviction.
10. 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.
11. The landlord may file a Request for Writ of Possession with the clerk of the General District Court after the 10-day appeal period if the tenant does not appeal.
12. The Writ of Possession is sent to the Sheriff's Office by the court, and the Sheriff's Office has 30 days from the court's signing to execute the document.
13. The Sheriff's Office contacts the landlord with the scheduled date and time of the eviction and the tenant is given a minimum of 72 hours notice prior to the scheduled eviction.
14. The landlord must supply personnel to carry the goods to the curb, and the tenant is responsible for protecting all possessions or moving them to another location.

It is important landlords comply with the law when filing an unlawful detainer action. General information about court is available with the [General District Court](#).

TENANT REMEDIES

Tenants should always let the landlord know immediately when there is a problem in the dwelling 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. Make sure the repair or maintenance is the landlord's responsibility based on housing and building codes and/or the lease agreement. Following are steps tenants should take when maintenance and repairs are necessary:

- 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 mailing a letter or sending an electronic communication. Keep copies of all written communication regarding the issue. 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 electronic delivery is used, keep proof to verify the landlord received the communication.

- Keep a written record of the date and time of conversations with the landlord and make copies of all letters and other documentation regarding the repairs or maintenance.
- If the landlord fails to respond to the tenants' requests for repairs, or the landlord is taking too long to address the problem, review the [Tenant Resource Sheet](#) to find out which County agency to contact for assistance with maintenance problems in a rental dwelling.
- Tenants may file a complaint with [Fairfax County Consumer Affairs](#) for voluntary mediation. Consumer Affairs will contact the landlord to facilitate communication to assist the tenant and landlord in reaching a favorable resolution. The tenant may also be referred to the [Fairfax County Department of Code Compliance](#) for a review based on the USBC.
- Tenants should not withhold rent while waiting for repairs because the landlord could initiate eviction proceedings in the court for non-payment of rent.

21-30 DAY NOTICE

When the landlord is in violation of the rental agreement or the VRLTA regarding maintenance and repair items that affect the safety and health of the tenant, the tenant may issue a 21-30 day notice pursuant to [Code of Virginia §55.1-1234](#). 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 days after or the 30th day after the notice is received. If the landlord corrects the problems within 21 days, the tenant must remain in the dwelling unit and the rental agreement continues. However, if the problem is not corrected, the lease agreement ends.

RENT ESCROW

When tenants are dealing with maintenance or repair problems that affect health or safety, or pose a hazardous situation, tenants may pay 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's Assertion and Complaint](#) form.

The requirements for filing a Tenant's Assertion and Complaint form are outlined in [Code of Virginia §55.1-1244](#). Tenants should consider obtaining legal advice to understand the court procedures and requirements.

A tenant should not withhold rent while awaiting repairs or end the lease early without a court order. Before filing a Tenant's Assertion, a tenant should consult with legal counsel.

FIRE OR CASUALTY DAMAGE

When a dwelling unit is damaged or destroyed by fire or casualty to the extent the unit is substantially impaired or required repairs cannot be accomplished unless the tenant vacates, either the tenant or the landlord may terminate the rental agreement. The tenant may end the lease by leaving the premise and serving the landlord with a written notice within 14 days. Once the notice is given, the tenant will owe no rent after the day they leave if the fire or casualty was not the fault of the tenant. The landlord can also end the lease by giving the tenant 14 days' notice of the intention to terminate the rental agreement based on the landlord's determination that the damage requires the removal of the tenant, and the use of the premise is substantially impaired. If the rental agreement is terminated, the landlord should return the security deposit in accordance with [Code of Virginia §55.1-1226](#). Proration for rent in the event of termination or apportionment should be made as of the date of the casualty. Landlords are not responsible for the loss of personal property of a tenant after fire or casualty damage. Tenants with renter's insurance should follow the insurance company's procedure to file a claim.

LANDLORD FAILURE TO DELIVER POSSESSION

If the landlord willfully fails to give the tenant access to the premise, rent payment stops until possession is delivered according to the [Code of Virginia §55.1-1238](#). The tenant may terminate the rental agreement by giving at least five days written notice to the landlord to demand performance of the rental agreement by the landlord. If the tenant elects to terminate the agreement, the landlord shall return all prepaid rent and security deposits. The tenant may elect to file an action for possession of the dwelling unit against the landlord or any person wrongfully in possession and seek to recover damages sustained and reasonable attorney fees.

UNLAWFUL OUSTER, EXCLUSION, OR DIMINUTION OF SERVICE

If the landlord unlawfully locks the tenant out of the rental dwelling or intentionally diminishes services such as gas or water, pursuant to the [Code of Virginia §55.1-1243](#), the tenant may obtain an order from the General District Court to recover possession, require the landlord to resume the interrupted utility service, or terminate the rental agreement. The tenant may sue to recover damages and reasonable attorney fees. If the rental agreement is terminated, the landlord shall return all the security deposit in accordance with the [Code of Virginia §55.1-1226](#).

ATTORNEY FEES

If a tenant files suit to terminate a lease agreement of a landlord's non-compliance with the lease or the Code of Virginia, the tenant is entitled to recover reasonable attorney fees unless the landlord's actions were reasonable under the circumstances. If the lease is terminated due to the landlord's non-compliance, the landlord shall return the security deposit in accordance with the [Code of Virginia §55.1-1226](#). If a landlord files suit to terminate a lease agreement because of a tenant's non-compliance with the lease, the landlord is entitled to recover

reasonable attorney fees unless the tenant proves that the failure to pay rent or vacate the premise was reasonable under the [Code of Virginia §55.1-1245](#).

CHAPTER 4 – END OF RENTAL AGREEMENT

All notices to end a lease agreement must be in writing and should follow the requirements outlined in the lease or in the [Code of Virginia §55.1-1253](#). 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.

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 understand the notice requirements. Tenants and landlords should keep copies of all written notices and be prepared to prove how the notice was delivered. Notices can be hand delivered, posted by the Sheriff, sent by certified mail with return receipt requested, or sent by electronic delivery with proof of delivery. More information about notice requirements is found in the [Code of Virginia §55.1-1202](#).

NON-RENEWAL

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 five-day written notice requiring the tenant to pay in five days or quit the premise. This notice is usually 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 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. Under the [Code of Virginia §55.1-1253](#), the rental agreement may provide for a different notice period. The tenant and landlord may agree in writing to an early termination of a rental agreement, but if an agreement is not reached, the provisions of the [Code of Virginia §55.1-1251](#) will apply.

21-30 DAY NOTICE

This written notice is used for violations of the rental agreement or the Code of Virginia by either the tenant or landlord. This notice requires either the tenant or landlord to correct the

problems within 21 days or end the tenancy in 30 days. Landlords should review the [Code of Virginia §55.1-1245](#) and tenants should review the [Code of Virginia §55.1-1234](#).

IMMEDIATE ACTION

When a tenant breaks a rental agreement by involvement in a criminal or illegal action that cannot be corrected or 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 Fairfax County General District Court.

BREAKING A LEASE

Rental agreements are binding contracts and often have provisions requiring tenants to pay fees for 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, pursuant to the [Code of Virginia §55.1-1251](#).

MILITARY EXEMPTION

Any member of the armed forces of the United States or a member of the National Guard serving full-time duty or as a Civil Service technician with the National Guard may terminate the rental agreement in accordance with the [Code of Virginia §55.1-1235](#).

EARLY TERMINATION

Any tenant who is victim of family abuse, sexual abuse, or other criminal sexual assault may terminate the rental agreement under certain circumstances by providing at least 30 days advance written notice to the landlord. To qualify for early lease termination, the tenant must have one of the following court orders:

- A final order of protection for family abuse according to the [Code of Virginia §16.1-279.1](#).
- An order convicting the tenant's abuser of any crime of sexual assault, sexual abuse, or family abuse.

To terminate the lease, the tenant must provide the landlord with a written notice and a copy of the protective order or conviction order from the court. The written notice must state the date the lease agreement will terminate. This date must be at least 30 days after the date on which the tenant gives notice to the landlord.

For guidance on how these laws apply to tenants in Fairfax County, contact the [Fairfax County Domestic Violence Action Center](#).

BUILDING CONVERSION OR REHABILITATION

A landlord may terminate a lease agreement in a multifamily residential building due to rehabilitation or a change in the use of all or any part of the building that contains at least four

residential units. Under the [Code of Virginia §55.1-1410](#), the landlord must give the tenant a 120-day written termination notice.

[Fairfax County Code Chapter 12](#) requires condominium or cooperative developers to pay relocation benefits to all tenants displaced by conversions. Information about [relocation benefits and guidelines](#) are available from the [Fairfax County Department of Housing and Community Development](#).

CLEANING, VACATING, AND MOVE-OUT INSPECTION

Tenants preparing to move should read the lease agreement for cleaning requirements and responsibilities before moving out. Use the move-in inspection report to compare the current conditions with the conditions existing at move-out. Talk with the landlord and work through any items of dispute. While the tenant has possession of the dwelling is the best time to make repairs or adjustments to ensure the return of the security deposit. Generally, before leaving the tenant should:

- Remove all personal items and possessions;
- Dispose of all trash and unwanted property;
- Clean all surfaces and appliances;
- Comply with requirements in the lease agreement for receipts for professional carpet cleaning or other tenants responsibilities outlined in the lease agreement;
- Fix or repair any items that were damaged during the tenancy;
- Ensure all rent, utility, or other required fees are current as the landlord may require written confirmation of the payment of the final water, sewer, or other utility bill for the dwelling unit; and
- Request in writing to be present at the move-out inspection conducted by the landlord. Once notified, the landlord shall notify the tenant of a reasonable date and time for the inspection, which must be made within 72 hours of delivery of possession.

Following the move-out inspection, the landlord must provide the tenant with a written security deposit disposition statement, including an itemized list of damages. If additional damages are discovered by the landlord after the security deposit disposition has been made, the landlord may seek recovery of the damages from the tenant. However, the tenant may present a copy of the move-out report to support the tenant's position that additional damages did not exist at the time of the move-out inspection.

Tenants should review and discuss with the landlord all requirements regarding inspections and vacating the rental to know what is expected in order to have the security deposit refunded.

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 the 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 a clear and convincing evidence that damage or cleaning needed at the end of the tenancy is the tenant's fault or responsibility. Review the [Code of Virginia §55.1-1226](#) for more information on security deposit inclusions and exclusions.

- Tenants should leave a forwarding address with the landlord so the security deposit can be returned to them as required. If the tenant does not provide a forwarding address, after the end of the 45-day period ends, the landlord may hold the security deposit in escrow for one year. After the one year in escrow, the landlord may remit the deposit to the [Virginia Treasury](#) as unclaimed property.
- If a landlord fails to return the deposit as required by the lease agreement, the tenant may [file a complaint](#) for voluntary mediation with Fairfax County Consumer Affairs or take legal action to recover the deposit plus reasonable attorney fees.
- The landlord must inspect the dwelling unit within 72 hours after the tenant vacates.
- If the tenant requests in writing to be present at the move-out 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 unit together and discuss any problems that might affect the return of the tenant's security deposit.
- Following the move-out inspection, the landlord must provide the tenant with a written security deposit disposition statement, including an itemized list of damages. The landlord should have documentation to support the actual cost the landlord pays for repairs, damages, or other expenses.
- The landlord must refund the tenant's deposit less 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 the deduction and have documentation to support the actual cost the landlord pays for repairs, damages, or other expenses. The deposit should be returned to the last known address for the tenant.
- If damages exceed the amount of the security deposit and require the services of a third-party contractor, the landlord shall give written notice to the tenant of this fact within the 45-day period. If the landlord provides this notice, an additional 15-day period is granted to provide an itemization of the damages and the cost of repair to the tenant.
- If the landlord willfully fails to comply with the requirements of the Code of Virginia, the tenant may file suit in the [Fairfax County General District Court](#) to seek the return of the security deposit along with actual damages and reasonable attorney fees.

ABANDONED PROPERTY

A tenant's personal possessions may be considered abandoned if left in the rental premise or storage area after the rental agreement has ended. Under the [Code of Virginia §55.1-1249](#), the landlord must have given a termination notice to the tenant and written notice to the tenant or given a separate written notice to the tenant, which includes a statement that any items of personal property left in the dwelling unit, or the premise would be disposed of within 24 hours after the expiration of a 10 day period from the date the notice was given to the tenant.

The tenant has the right to remove personal property from the dwelling unit at reasonable times during the 24-hour period after termination, or until the landlord has disposed of the remaining personal property of the tenant.

RESOURCES

Comcast

800-934-6489

www.xfinity.com

Cox Communications, Inc.

703-480-1798

www.cox.com/fairfax

Credit Reports

AnnualCreditReport.com

877-322-8228

Dominion Energy

866-366-4357

www.dominionenergy.com

Equifax

800-685-1111

www.equifax.com

Experian

888-397-3742

www.experian.com

Fairfax Bar Association

703-246-2740

www.fairfaxbar.org

Fairfax County Department of Cable and Consumer Services

Consumer Affairs

703-222-8435, TTY 711

<https://www.fairfaxcounty.gov/cableconsumer/csd/consumer>

Fairfax County Department of Code Compliance

703-324-1300, TTY 711

<https://www.fairfaxcounty.gov/code>

Fairfax County Department of Housing and Community Development

703-246-5100, TTY 711

<https://www.fairfaxcounty.gov/housing/>

Fairfax County Department of Neighborhood and Community Services

Coordinated Services Planning

703-222-0880, TTY 711

<https://www.fairfaxcounty.gov/neighborhood-community-services/coordinated-services-planning>

Fairfax County Department of Public Works and Environmental Services

Recycling and Trash

703-324-5230, TTY 711

<https://www.fairfaxcounty.gov/publicworks/recycling-and-trash>

Fairfax County Fire and Rescue Department (Non-Emergency)

703-246-2126

<https://www.fairfaxcounty.gov/fire-ems>

Fairfax County General District Court

Civil and Small Claims

703-246-3012, TTY 711

<https://www.fairfaxcounty.gov/generaldistrict/civil>

Fairfax County Health Department

Environmental Health

703-246-2201, TTY 711

<https://www.fairfaxcounty.gov/health/environment>

Fairfax County Office of Human Rights and Equity Programs

703-324-2953, TTY 711

<https://www.fairfaxcounty.gov/humanrights/>

Fairfax County Police Department (Non-Emergency)

703-691-2131, TTY 711

<https://www.fairfaxcounty.gov/police>

Fairfax County Sheriff's Office

703-246-3227, TTY 711

<https://www.fairfaxcounty.gov/sheriff>

Fairfax County Tenant-Landlord Commission

703-222-8435, TTY 711

<https://www.fairfaxcounty.gov/cableconsumer/csd/tenant-landlord-commission>

Fairfax Water

703-698-5800, TTY 711

www.fairfaxwater.org

Federal Communications Commission

888-225-5322

TTY 888-835-5322

Legal Services of Northern Virginia

703-778-6800

www.lsnv.org

NOVEC

888-335-0500

www.novec.com

TransUnion

800-916-8800

www.transunion.com

U.S. Department of Housing and Urban Development

202-708-1112

TTY 202-708-1455

www.hud.gov

Virginia Department of Agriculture and Consumer Services

804-786-3798

<https://www.vdacs.virginia.gov/>

Virginia Department of Transportation

800-367-7623, TTY 711

www.virginiadot.org

Virginia Office of the Attorney General

804-786-2071

<https://www.oag.state.va.us/>

Virginia State Bar

804-775-0500

TDD 804-775-0502

<https://www.vsb.org/>

Verizon Communications Inc.

800-922-0204

www.verizon.com

Washington Gas

844-927-4427

www.washingtongas.com

Fairfax County Department of Cable and Consumer Services

12000 Government Center Parkway, Suite 433

Fairfax, Virginia 22035

www.fairfaxcounty.gov/cableconsumer

Fairfax County Tenant-Landlord Commission

<https://www.fairfaxcounty.gov/cableconsumer/csd/tenant-landlord-commission>



Fairfax County is committed to nondiscrimination on the basis of disability in all county programs, services and activities. Reasonable accommodations will be provided upon request. For information call, the Department of Cable and Consumer Services, 703-222-8435, TTY 711.



A Fairfax County, Va., publication March 2022