

# Tenant Landlord Rights and Responsibilities

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**DEPARTMENT OF COMMUNITY PLANNING, HOUSING AND  
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# Tenant Landlord R & R

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## What Laws Apply

Virginia Residential Landlord and Tenant Act: VRLTA applies to all rentals in Virginia. The VRLTA specifies both tenant and landlord responsibilities. It contains provisions for security deposits, landlord access, maintenance duties of both parties, and some remedies for problems that arise.

Virginia Uniform Statewide Building Code: This state law sets minimum standards for the upkeep of rental property. These codes apply to every residential property in Arlington County and are enforced by the Code Enforcement Office, 703-228-3232 or email [codeenforcement@arlingtonva.us](mailto:codeenforcement@arlingtonva.us).

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## Application

Application fee: Any money given by an applicant for a rental dwelling is an application fee under the VRLTA, regardless of what this payment is called until the lease is signed.

If the landlord does not accept a tenant, he must return the application fee, minus the cost of the credit check.

If the applicant later decides not to rent, the landlord is also allowed to deduct the actual expenses of finding another tenant (e.g., advertising and lost rent).

If the fee is not received within 20 days, the applicant should write the landlord, reviewing the facts and asking for the return of the application fee. If this fails, the tenant can sue to regain the fee.

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## Fair Housing

Fair housing is everyone's right. There are laws that prevent discrimination in Arlington:

The federal law under the Fair Housing act forbids discrimination on the basis of race, color, national origin, religion, sex, familial status and disability.

The commonwealth of Virginia code has included elderliness and source of funds.

The Arlington County Ordinance prohibits discrimination based on sexual orientation or gender identity. It is also unlawful to retaliate against any person who opposes discriminatory practices.

The protections under state and federal law are similar to the County's.

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## Leases

A lease is a legally binding contract between a tenant and a landlord that states in writing the duties of each.

Any change in the lease should be put in writing and initialed by both parties.

All tenants who will occupy a unit, including children, should be listed in the lease.

The lease should include a [statement of rights](#) from the Department of Housing and Community Development (DHCD). This statement must be signed by both parties.

VRLTA requires that the landlord give the tenant a copy of the lease within a month of the date on which it begins.

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## Security Deposits

The security deposit is designed as a sort of "insurance" to cover physical damage beyond normal wear and tear or charges for utility bills left unpaid when a tenant vacates. Most landlords collect only one month's rent as security deposit, but the landlord cannot exceed two months' rent. Also, the landlord can ask for damage insurance coverage. Deductions shall be itemized by the landlord in writing with the amount due to the tenant returned within 45 days.

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## Heat and Air Conditioning

Building owners are legally obligated under the Virginia state (not local) building code to switch over to heat on October 15 and maintain it until May 1.

Air Conditioning: This is not a requirement. However, if it is provided by the landlord, it must be maintained in full operating condition from May 15 to October 1.

This Code is set by the [Virginia Department of Housing and Community Development](#). The County has a duty to enforce building maintenance codes in Arlington County.

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## Remedies

There are remedies available in VRLTA to both landlords and tenants when serious problems arise that cannot be resolved through negotiation.

**21/30-Day Notice:** This remedy is for problems during a long-term lease. It is designed to deal with a breach of the lease affecting health and safety.

**Rent Escrow:** A tenant may not withhold rent except under the rent escrow provisions of the VRLTA. It is only permitted for major violations of the lease. Under rent escrow, the tenant pays the rent to the court. After a court hearing a judge decides the outcome.

**Repair and deduct:** Notify the landlord of the needed repair. If the problem isn't solved within 14 days. The tenant can hire a licensed contractor to do the repairs and deduct the cost from the rent. This cannot exceed \$1,500.00 or one-month's rent whichever is higher.

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## Termination of Lease

The tenant or landlord gives the other party a notice to vacate.

The notice is 30 days unless changed by the lease.

Arrange inspections and return of keys

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## Eviction

- ❑ Nonpayment of rent: The tenant has not paid the rent.
- ❑ Breach of Lease: Tenant refuse to follow the lease or rules of the complex.
- ❑ Holdover tenant: The lease has been terminated and the tenant refuses to vacate the premises.

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## Landlord may not do a self-help eviction

- ❑ Lock tenant out
- ❑ Cut off utilities.
- ❑ Tenant has quick remedy in General District Court.
- ❑ Tenant's Petition for Relief from Unlawful Exclusion (Form DC-431).
- ❑ May ask for recovery of possession, resumption of interrupted utility, termination of rental agreement, actual damages and reasonable attorney's fees.

# Tenant Landlord Resources

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General District Court	703-228-7900
Code Enforcement	703-228-3232
Human Rights Office	703-228-3929
Virginia Fair Housing	804-367-8530
Housing Grants Program	703-228-1350
Housing Choice Voucher	703-228-1450
Sheriff	703-228-4460
Tenant-Landlord Office	703-228-3765
Lawyer Referral	703-228-3390
Public Health Division	703-228-5675
(BU-GATA)	703-465-5570
Legal Services of Northern Virginia	703-532-3733