

## 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 file a court action to evict the tenant for non-payment of rent and seek to regain possession of the rental.
- If a tenant is dealing with a landlord who is in breach of the lease or other laws, contact the Consumer Affairs Branch to discuss options such as paying rent in an [escrow account](#) to the [Fairfax County General District Court](#) or voluntary mediation.

## 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.

A landlord can file a "[Summons for Unlawful Detainer](#)" in the Fairfax County General District Court to begin the eviction process to take possession of the dwelling unit for non-payment of rent or lease violations. Eviction procedures are outlined by the Fairfax County Sheriff's Office at <https://www.fairfaxcounty.gov/sheriff/eviction-process>.

## 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 the Consumer Affairs Branch to find out if mediation will work for you. If the dispute cannot be resolved through voluntary mediation, another option is voluntary 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 about 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 Tenant-Landlord Commission meets the second Thursday in February, April, June, August, October and December at the Fairfax County Government Center, 12000 Government Center Parkway, Fairfax, Va. Meetings are open to the public and time is available for public comments. 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](#) and the [Tenant-Landlord Commission](#) offer this information to help you understand what you need to know 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 the Consumer Affairs Branch at 703-222-8435, or visit [www.fairfaxcounty.gov/cableconsumer/csd/tenant-landlord](http://www.fairfaxcounty.gov/cableconsumer/csd/tenant-landlord) for more information.

## What is the [Virginia Residential Landlord and Tenant Act \(VRLTA\)](#)?

The [VRLTA](#) is the state law that governs rental agreements between tenants and landlords in all jurisdictions throughout Virginia. The VRLTA applies to occupancy in all single-family and multifamily dwelling units as well as public housing units that are subject to this chapter. A single-family residence and a multi-family unit is defined in § [55.1-1200](#) of the Code of Virginia as follows:

- Multi-family Dwelling Unit - more than one single-family dwelling unit located in a building.
- Single-family Residence - a structure, other than a multifamily 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.

### Why is a lease agreement important?

A lease agreement is important because it specifies the time period 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 the terms before the landlord accepts rent money, and the tenant takes possession of the dwelling.

- Landlords in Virginia must offer tenants a written lease agreement. This is required by the Virginia Residential Landlord and Tenant Act, [§ 55.1-1204](#).
- During the tenancy, get all agreements or promises related to the lease in writing. It may be difficult to enforce a verbal promise or agreement if there is a problem or conflict during or after the rental.

### What should a tenant do prior to renting?

Since this is where you will be living, tenants should be sure the neighborhood fits 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 as well as what appliances, fixtures, and amenities will be provided.
- Ask for and read the lease agreement completely. 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 caps 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.

- 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 damage 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 rental 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 landlord may provide, and the tenant should complete a move-in inspection report. This report should document all conditions in the rental at the beginning of the tenancy and be signed by both the tenant and landlord. Use this report at the end of the tenancy to compare conditions so a tenant will not be charged for issues or problems that existed when they moved in.
- 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 using the move-in inspection report to work out any problems that might affect the return of the tenant's deposit.
- 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.
- The landlord must refund the tenant's deposit minus deductions for any damages or breach of the lease agreement 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.
- Review [§ 55.1-1226](#) of the VRLTA for more details.

### 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 repairs or maintenance is needed. Contact the landlord and follow up in writing.
- If a tenant is not successful in getting the landlord to provide needed repairs or maintenance, review the [Tenant Resource Sheet](#) to find out which County agency to call for assistance.

It is the landlord's responsibility to maintain the rental. 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. More obligations to maintain a fit rental are outlined in [§ 55.1-1220](#) of the VRLTA.

- 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, as well as quality of life issues for cleanliness and safety.

