

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. Eviction procedures and information about the process is available from the [Fairfax County's Sheriff's Office](#).

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 does not 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 Tenant-Landlord Commission meets the second Thursday of the 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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A Fairfax County, Virginia publication
Current as of April 2021

*This document is available in an alternative format upon request.
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 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, visit the [Consumer Affairs](#) webpage, call 703-222-8435, or email consumer@fairfaxcounty.gov for more details.

What is the Virginia Residential Landlord and Tenant Act (VRLTA)?

The VRLTA governs rental agreements between tenants and landlords and establishes the rights and obligations of 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](#) 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 specifies the 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 the terms before the landlord accepts rent money, and the tenant takes possession of the dwelling.

- Landlords in Virginia must provide tenants with a written lease agreement as required by § [55.1-1204](#) of the VRLTA. If a landlord fails to do so, the VRLTA establishes a statutory lease between a landlord and a tenant for 12 months not subject to automatic renewal.
- Landlords must provide tenants with the [Virginia Statement of Tenant Rights and Responsibilities](#). This statement summarizes tenant and landlord rights and responsibilities.

What should a tenant do before selecting a rental?

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. Get answers to all 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? (§ [55.1-1226](#) of the VRLTA)

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 landlord may require a security deposit of up to two months' rent.
- 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 rent and leaves the unit in generally the same condition as when they moved in, the landlord should refund the security deposit.
- A landlord must provide a move-in report as outlined in § [55.1-1214](#) of the VRLTA that list damages and conditions existing when the tenant moves in. The tenant should review this report, and object in writing, if any items or conditions are not correct five days after receiving the report. Tenants should keep a copy of this report throughout the tenancy.

The landlord must inspect the unit within 72 hours after the tenant leaves. A tenant has the right to be present at the move-out inspection but should request in writing to be present. Once requested in writing, 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, if any, within 45 days after the tenant moves out.
- If there are damages, the landlord must provide an itemized list of all deductions and have documentation to support the actual cost the landlord paid for repairs, damages, or other expenses, less reasonable wear, and tear.

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. Review § [55.1-1251](#) of the VRLTA for details.
- 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. Tenant responsibilities are outlined in § [55.1-1227](#) of the VRLTA.
- If a tenant is not successful in getting the landlord to provide needed maintenance or repairs, review the [Tenant Resource Sheet](#) provided by Consumer Affairs to find out which County agency to contact for help.

It is the landlord's responsibility to maintain the unit under § [55.1-1220](#) of the VRLTA. The landlord must make sure essential services such as hot and cold running water, and heat are available, and 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, as well as quality of life issues for cleanliness and safety.