

**TENANT
LANDLORD
HANDBOOK**

Arlington, Virginia

Department of Community Planning,
Housing and Development

2021

TABLE OF CONTENTS

TABLE OF CONTENTS.....	2
The Basics.....	4
Communication.....	4
What Laws Apply	4
Tenant-Landlord Commission and Staff.....	4
Looking for Housing.....	5
General Tips.....	5
Application Process	5
Application Fees	6
Fair Housing.....	7
Shared Housing.....	7
Beginning the Tenancy	8
Leases.....	8
Security Deposits	9
Fees	9
Check-In Inspection.....	9
Renter’s Insurance	10
During the Tenancy.....	10
Rent.....	10
Rent Assistance.....	11
Maintenance.....	11
Landlord’s Right of Entry.....	13
Rental Rules.....	14
Remedies.....	15
Tenant Associations.....	16
Ending the Lease.....	16
Notice to End Leases	16
Breaking a Lease.....	17
Cleaning and Inspection.....	17
Eviction Process.....	19
Tenant Displacement	20

Conversions.....	21
Other Sources of Information	23
County Offices Listed in This Book.....	23
Other County Resources	23
Other Organizations Providing Services.....	23

The Basics

Communication

Communication is the key to a successful tenant-landlord relationship. Most problems can be solved if efforts are made to keep the communication lines open.

Put agreements in writing. If an agreement is written, both parties know where they stand, and it is easier to avoid misunderstandings. Verbal agreements are difficult to prove and therefore are not advisable. Put in writing even "small" agreements like promised repairs or permission to have a pet. Keep a copy of every communication.

Discuss problems with the other party. Most problems can be solved if both tenants and landlords are willing to talk about them. Approach the person involved and try to work it out with him first.

Know your rights and responsibilities. Use this book and other materials that are available to learn what is expected of tenants and landlords in Arlington in terms of law and common practice. These provide guidelines for working out equitable solutions to problems.

What Laws Apply

In Arlington, there are two laws that govern tenant-landlord relationships. These are the Virginia Residential Landlord and Tenant Act (VRLTA), and the Virginia Uniform Statewide Building Code.

[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 interest to be paid on security deposits, rules for 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. Supplemental sections of the Arlington Code cover other important issues such as the definition of a guest. 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.

Tenant-Landlord Commission and Staff

In 1971, before passage of a statewide tenant-landlord law, the Arlington County Board set up the Tenant-Landlord Commission to address problems related to rental situations. The Commission is comprised of nine members (three tenants, three landlords and three public-interest representatives); plays a role in proposing policy and programs to the County Board advising changes in state and local laws that would smooth relations between the landlord and tenants. It holds regular meetings that are open to the public.

The tenant-landlord staff in the County's Housing Division provides support for the commission, handles questions about tenant-landlord rights and responsibilities, and counsels on options regarding disputes. The staff has prepared a few [information sheets](#) about common tenant-landlord problems and has also developed several materials of special interest to small landlords. At the end of each section of this handbook is a list of relevant handouts.

Citizens can reach the tenant-landlord staff for information by calling 703-228-3765 or email housingdivision@arlingtonva.us. The office is located at 2100 Clarendon Boulevard, Suite 700, Arlington, Virginia 22201.

Looking for Housing

General Tips

People looking for rental housing should begin by deciding the maximum that they can pay for rent and utilities. They should consider the neighborhood carefully to see whether it provides features important to them, such as, transportation, parking, school, church, shopping, and recreation. It is advisable to apply in person, inspect the unit, and read the lease before depositing any money.

Application Process

The tenant-landlord relationship begins during the application process. At this time, both parties should be sure they state all facts clearly and understand their obligations to each other before the lease is signed.

Landlords use the application to gather information about a tenant. Tenants use the application to express their intention to rent an apartment if they are chosen by the landlord. At the time of application, it is important for landlords to state clearly all their requirements. A landlord must treat all applicants equally to ensure compliance with [fair housing laws](#).

Most landlords have an income standard (e.g., rent cannot exceed 25-30% of the household income), occupancy standards (e.g., number of people that can occupy the unit) and rules about pets. If the landlord declares general policies like these, tenants will know quickly whether they are eligible.

It is important for a landlord to learn enough about a tenant to make an objective decision about whether to accept him or her. Rental history, credit background and information about present employment and income should be investigated. The tenant should be honest and complete in the application. False information can be grounds for eviction later.



Landlords now must consider special consideration to domestic abuse survivors. Due to circumstances victims of abuse ended with bad credit reports. The law requires that landlords take this into consideration when receiving applications of survivors of domestic abuse. To demonstrate status the prospective tenant could show a court order, police report, or letter from a housing counselor, program or lawyer.



Landlords have to follow some extra steps if they deny applications of tenants based on eviction or nonpayment of rent. For a tenant that was evicted or failed to pay rent during the dates of March 12, 2020 and the end of the COVID-19 Emergency plus 30 days. The landlord will have to communicate to the tenant that the denial was due to late rent payment or eviction and the tenant should challenge the denial within seven days of the sent communication.

- [An Owner's Guide to the Application Process](#)


Application Fees

Any money given by an applicant for a rental dwelling, regardless of what this payment is called, is an application fee under VRLTA, until the lease is signed. If the landlord does not accept a particular tenant, he must return the application fee, minus the cost of the credit check.

Or, 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). The remainder of the application fee, along with a list of deductions, must be returned within 20 days of the tenant's failure to rent the unit, 10 days if fee paid in cash. If the fee or a list of costs 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.

- [Application Fees](#)

Fair Housing

Fair housing is everyone's right. There are local, state and federal 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 besides the ones previously mentioned has included elderliness and  source of funds. The Arlington County Ordinance prohibits discrimination on the ones previously mentioned and includes sexual orientation. 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.

The County Ordinance is administered by the Arlington Human Rights Commission. The Commission may be contacted by letter, by telephone, or in person concerning any allegation of discrimination that has occurred in Arlington County. A Commission staff member will explain the process for filing a complaint.

The best way to practice fair housing is to state in writing rental requirements that are reasonable and legal and apply them uniformly to all applicants. A landlord cannot use as one of his selection criteria one of the protected classes. Any landlord wanting guidance about fair housing can contact the [Virginia Fair Housing Office](#) (1-888-551-3247, fairhousing@dpor.virginia.gov) for educational materials. The Arlington County [Human Rights Office](#) (703-228-3929) can also provide guidance.

If a tenant feels he is being discriminated against, he should note carefully the facts of the situation (day, time, person spoken with and exact address), and get a copy of the application. County [Human Rights Office](#) can be contacted to file a complaint or get advice about how to proceed.

- [Fair Housing Law overview](#)

Shared Housing

Persons considering sharing an apartment or a house should be aware of special problems. They must have the permission of the landlord to share, they should discuss the living arrangement frankly, and they should put their agreements in writing. It is especially important to give each other receipts for money collected for security deposits, rent or utilities.

Tenants sharing housing should discuss the following issues and draw up a simple written agreement.

Rent: the amount of the rent, the date it is due and who is responsible for making payment to the landlord.


Utilities: the portion of each utility, including telephone that every tenant is to pay. It may be advisable for each utility to be billed to a different tenant.

Security Deposit: a special problem in shared housing. Landlords are seldom willing to inspect when one person leaves a group lodging. They often hold the total security deposit until all original lease signers have vacated. Therefore, tenants need to reach their own agreement about how they will handle the return of individual shares of the deposit.

House Rules: a clear understanding about kitchen use, storage, parking, pets, guests, cleaning responsibilities, smoking, security and noise.

Beginning the Tenancy

Leases

A lease is a legally binding contract between a tenant and a landlord that states in writing the duties of each. Both parties should read and understand a lease before signing and discuss terms that are not clear. 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 landlord should provide to the tenant 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.

If there is no written lease, the offering and acceptance of rent establishes a “default” rental agreement with the following terms:


1. A twelve-month lease with no automatic renewal;
2. Rent is paid in 12 monthly payments;
3. The rent is due on the first of the month;
4. The rent is considered late if paid after the fifth of the month;
5. A reasonable late fee can be charged;
6. The security deposit cannot exceed two months' rent;
7. landlord and tenant can still may enter into a written lease.

The lease should state clearly whether it renews automatically after the initial lease period or converts to a month-to month basis. Most leases also specify whether the tenant may sublet to someone else. Other things a landlord often addresses in a lease are the maximum number of tenants, pets, noise, and the cleaning necessary to ensure return of the security deposit. A tenant should be sure to understand the parts of the lease covering fees (e.g., for utilities, towing, parking, late payment of rent), penalties for lease breaking, and responsibility for repair bills.

Unenforceable lease clauses: VRLTA specifies some clauses that are unenforceable and should not appear in any lease. It states that a tenant may not be required to:

1. Waive his or her rights under that law;
2. Agree not to contest a landlord's suit against him or her;
3. Agree to pay the landlord's fees except for those specified in VRLTA; or
4. Waive the right to claims for damage to himself or his property caused by the landlord.

Security Deposits

The security deposit paid to a landlord at the beginning of a tenancy 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. Tenants cannot legally use the deposit for their last month's rent. Most landlords collect only one month's rent as security deposit, but the amount of deposit held by the landlord cannot exceed two months' rent. Also,  the landlord can ask for damage insurance coverage. The security deposit and the insurance combined cannot exceed two months' rent. The security deposit, any deductions, damages and charges shall be itemized by the landlord in writing with the amount due to the tenant returned within 45 days. Although most deductions are made at the end of the tenancy, it is sometimes necessary for the landlord to use the deposit to cover damage to the unit during the tenancy. If this happens, the landlord must notify the tenant of the deduction within 30 days. An alternative to this approach is for the landlord to bill the tenant for the damage, asking the tenant to add that amount to the next month's rent.

Fees

Apartment complexes have additional fees that are required from tenants the nature and amount of these fees are not regulated by the VRLTA this could include parking fees, pet fees, pool fees and others. These fees are generally nonrefundable.

Check-In Inspection

The check-in inspection is important to give both landlord and tenant a record of the condition of the premises at the start of the tenancy. It is helpful for flagging problems that need attention, such as leaking faucets, and for noting defects, such as stained carpets or a scratched countertop. Later it can be compared with a move-out inspection report to determine objectively whether anything should be withheld from the security deposit.

Together the landlord and tenant should go through the premises carefully, noting the condition of floors, walls, paint, plumbing, appliances, countertops and air-conditioning units. If an agreement is made about repairs, it should be put in writing.

If a tenant finds a dwelling unit is not habitable, he or she should notify the landlord immediately and try to arrange for repairs or cleaning before he moves in. The Code Enforcement Office may also be able to help, if the problems involve code violations.

- [Check-in Sheet](#)

Renter's Insurance


The landlord is not responsible for damage to a tenant's property unless it is caused by negligence on his or her part, and it is hard to prove negligence. Tenants could also suffer property loss because of fire, theft or problems caused by other tenants, such as flooding from a faucet left running. For these reasons, tenants should consider buying renter's insurance to protect their belongings.

During the Tenancy

Rent

Payment of rent is the most important duty of a tenant. Rent must be paid at the time and place designated by the landlord. It should be paid in the form requested, such as check or money order. Failure to pay rent, frequent late payment of rent, or the withholding of rent for any reason can be cause for eviction. (See Remedies for a discussion of rent escrow.) Most landlords allow a grace period beyond the due date, but it is not required by law.

If the rent is not paid on the day written in the lease, the landlord can issue a notice asking the tenant to pay the rent in five days, or he or she will begin eviction proceedings (see Eviction Process). A late charge, which should be specified in the lease, can also be charged.

 Late charge: A late charge shall not exceed 10% of the monthly rent or the balance due.

Return check fee: A separate fee can be charged if a rent check is returned to a landlord because of insufficient funds in the tenant's bank account.

Tenants who are unable to pay rent on time should contact the landlord and explain the reasons. If the problem is temporary, they can often work out a solution (e.g., paying the rent in two smaller installments during the month) and avoid legal action.

Rent increases: There is no rent control in Virginia. However, during a long-term lease the rent cannot be raised unless the lease contains a specific clause allowing it. Tenants on a month-to-month basis can have their rent raised by written notice 30 days before the next time the rent is due. Most landlords do not increase the rent more than once a year. Many landlords find it useful to include an explanation with the rent increase notice, especially when the increase is higher than the general inflation rate.


For all tenancies, a rent increase notice gives the tenant the option of paying the higher rent or moving out before the date on which the new rent is due. In such cases, the tenant should notify the landlord as soon as moving plans are firm.

Rent Assistance

[Housing Grants Program](#): This County program assists low-income persons by providing money each month to help pay the rent. Families with children under 18 years of age and individuals totally and permanently disabled or over 65 years of age should call 703-228-1350 for an initial screening. An application will be mailed upon request.

[Housing Choice Voucher Program](#) (formerly Section 8): The County administers this federally funded program for low and moderate-income families and elderly and handicapped persons. Persons receiving this assistance pay 30% of their income for rent, with the remainder being provided by the program. There is currently a waiting list for this program, maintained by the Arlington County Housing Choice Voucher Program (703-228-1450).

Maintenance

 Questions about maintenance are bound to arise during a tenancy. Such issues are addressed by VRLTA and other laws as well as the lease. The first step is to notify the landlord or tenant promptly of the needed repair or upkeep. This should be done in writing and a copy should be kept for reference. If the problem isn't solved within 14 days, then other actions can be taken. The tenant can hire a licensed contractor to do

the needed repairs and then deduct the cost of repairs from the rent. The work cannot exceed \$1,500.00 or one-month's rent whichever is higher and give the landlord an itemized detail of work done and receipts.

General Responsibilities: Under VRLTA, the landlord is responsible for keeping the premises fit and habitable, the common areas clean, and utilities paid for and functioning when those bills are in his name. Tenants are accountable for cleanliness in their own units, proper disposal of trash, and reasonable care of appliances and equipment. Tenants can be charged for damage caused by carelessness, such as clogging of drains with foreign materials or puncture of refrigerators during defrosting.

Code Requirements: Every rental dwelling unit in Arlington comes under the Virginia Uniform Statewide Building Code, which sets minimum standards for maintenance of residential property. The County Code Enforcement Office enforces this law by contacting owners or tenants, making site visits as needed, and issuing violation notices when necessary. The landlord must maintain the plumbing and electrical systems and, in most situations, provide a functioning stove and refrigerator. The law does not cover aesthetic considerations (such as paint color or shrubbery) or require that appliances considered non-essential (such as dishwasher, washing machines, or dryers) be provided. Although a landlord can be required to repair such items, the code does not say who must pay for the repairs. Typically, the landlord is responsible for the cost of the repair unless the appliance was damaged by the tenant.

The following are some provisions of the code dealing with common maintenance questions.

Heating: Every dwelling unit is required to have heating facilities that are properly maintained and keep all habitable rooms at a temperature of no less than 65⁰ F (18⁰ C) during ordinary winter conditions from October 15 to May 1.

Hot Water: Water must be at least 110⁰.

Locks: Each multi-family apartment unit must be provided with a deadbolt lock and either a peephole or a window allowing the tenant to see who is at the door. Landlords are encouraged to change locks on entry doors to apartment units between tenancies.

Roaches and Rats: In apartments, the landlord is responsible for the extermination of insects or rodents that constitute a health or safety hazard in all the common areas. A tenant is responsible in the dwelling keeping the unit clean and free of pests and must cooperate by allowing exterminators to enter.

In single-family houses, the landlord must keep the property basically insect-and rodent-proof, but occupants are accountable for the cost of extermination of infestations caused by poor housekeeping.

Extermination: Under VRLTA, landlords must give tenants no less than 48 hours written notice prior to applying a pesticide in the tenant's dwelling unit, unless the tenant agrees to a shorter period. If the tenant requests the application of the pesticide, the 48-hour notice is not required. Tenants who have concerns about specific pesticides must notify the landlord in writing, no less than 24 hours before the scheduled application.

Also, landlord must post notices if pesticides are used on the premises at least 48 hours prior to the application.

Paint and Plaster: Walls and ceilings should be clean and free of loose plaster or scaling paint. Many landlords paint between tenancies, but they are not required to do so.

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 and maintain a temperature of no more than 80° F (27° C) in all habitable rooms.

Smoke Detectors: The landlord is required to provide an operating smoke detector in every rental dwelling and inspect it once every 12 months also repair it if necessary. The tenant is responsible for testing the detector, replacing batteries, and reporting any malfunction to the landlord. To this effect there is a required certification [form](#) that the landlord has to provide to the tenant at the time the lease is signed, that certifies the working smoke detectors.

Carbon Monoxide Detectors: The landlord is required to install a carbon monoxide detector in the dwelling upon written request of the tenant. The tenant is responsible for the costs of installation and maintenance of the detector.

Landlord's Right of Entry

Entry by the landlord sometimes causes disagreement between tenants and landlords. Under VRLTA, the tenant must give the landlord reasonable access to inspect the premises, make agreed upon repairs, provide services, or show the unit to prospective tenants or purchasers. Except in unusual or emergency situations, the landlord should notify the tenant in advance at least 24 hours for routine maintenance that has not been

requested by the tenant, and limit visits to reasonable hours. Guidelines like these should be spelled out in the leases for rental houses and other dwellings.

It is a good practice for landlords to leave brief notes when anyone from management enters an apartment, to let the occupants know the time and purpose of the visit.

VRLTA gives landlords a right to hold keys to all rental units. While tenants may install extra locks or security devices, they must give copies of keys and operating instructions to the landlord.

Rental Rules

VRLTA allows landlords to establish reasonable rental rules about such things as parking, towing, noise, children's play areas, use of laundry facilities, and pets. The rules must benefit the tenants in general, protect the property, or fairly distribute services.

Landlords should be sure each tenant knows of the rental rules, and they should enforce the rules fairly. Tenants should ask about rental rules before moving in, because they can be evicted if they do not follow the rules. To change a rule or impose a new one, the landlord must give tenants at least 30 days' notice. Tenants on long-term leases are not bound by changes in rental rules, unless they agree to them in writing. Tenants renting by the month must follow the new rules or move out.

Noise: Noise is a continuing matter of concern for many apartment dwellers and managers. Many leases state general rules about it, such as limiting the hours for using stereos or TVs. All residents are entitled to "peaceful enjoyment" of their homes, but personal sensitivities to noise differ. A noisy tenant may not realize he or she is disturbing anyone. Tenants bothered by their neighbors might make a friendly request for less noise. If it continues, tenants should complain to the landlord. A landlord may need written documentation to resolve a serious problem. VRLTA allows landlords to evict tenants who continually disturb the peace.

Pets: Pets are prohibited by many landlords. Some landlords who allow pets restrict the type and size. There are laws regarding [service animals](#) that entitle disabled persons to keep pets, given that their pet is needed to help them with their disability. Landlords are only required to provide reasonable accommodation for such pets. Their owners, like all pet owners, are liable for any damage done to the premises by their pets.

Parking: Parking is in limited supply in many parts of Arlington. Landlords may allocate parking in any fair manner. As long as signs are posted, the law allows landlords to tow cars without a current inspection sticker or license or that are inoperable, abandoned, or

improperly parked. Landlords should be sure to let tenants know their parking and towing policy.

The number of occupants should be clear in both the application form and lease. The State Building Maintenance Code includes minimal occupancy standards. The County Zoning Ordinance limits occupancy of any dwelling unit to four unrelated persons or one family. None of these regulations address the age or sex of children allowed to share a bedroom

Changes to the unit, such as installing wallpaper or wall-to-wall carpeting, should not be made without the consent of management. Tenants may be charged at the end of a tenancy if a second coat of paint is required to cover a color they have applied, or if there is excessive damage to walls.

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 arising during a long-term lease. It is designed to deal with substantial breaches of the lease, such as unauthorized pets or maintenance problems affecting health and safety. The landlord or tenant issues a 21/30-day notice which requires the other party either to correct the problem within 21 days or end the tenancy in 30 days. It is important to respond to the correction of the issue in writing.

- [Tenant's Use of 21/30-Day Notice](#)

Rent Escrow: A tenant may not withhold rent except under the rent escrow provisions of the VRLTA. Any other withholding of rent can lead to eviction. Rent escrow is only permitted for major violations of the lease or law or serious violation to health and safety. Under rent escrow, the tenant pays the rent to the court. After a court hearing a judge decides the outcome.

Because of the complex legal requirements for filing a rent escrow action, it is advisable to contact an attorney. Rent escrow is most useful in connection with a problem affecting a large number of tenants. The problem must be a serious one that affects health or safety (such a lack of heat, frequent lack of hot or cold water, or existence of a major fire hazard). The landlord must be informed of the problem either by the tenant or by an appropriate County or State agency and must be allowed a reasonable period of time (usually 30 days, except in emergencies) to correct the problem. After these steps are taken, the tenant must pay rent to the court within 5 days of when it is due. Court

action is begun by filing a "Tenant's Assertion and Complaint," and a court hearing is usually held 21 days from date filed.

- [Rent Escrow](#)

Injunctive Relief and Damages: VRLTA allows either landlord or tenant to obtain court orders to prevent recurrence of some breaches of the law (such as abuse of access). It is usually necessary to consult an attorney about such injunctions. VRLTA also allows landlords and tenants to collect attorney's fees and damages in some situations that involve deliberate breaking of the law.

Tenant Associations

A tenant association can promote communication between tenants and management and foster a sense of community among residents. An association can give management a clear picture of tenants' desires and help tenants identify things they might do on their own to improve the environment at the complex. Sometimes tenants and management can undertake activities that will help everyone without requiring increased rents to cover their costs.

VRLTA protects tenants who organize or join tenant associations from retaliatory action by a landlord.

Ending the Lease

Notice to End Leases

The most common notice used to end leases is a 30-day notice to vacate. Other notices to vacate are available to address specific situations. It is important for a tenant or landlord to:

1. put the notice in writing,
2. keep a copy,
3. plan ahead to ensure its timely receipt (usually the effective date of a notice is the day it is delivered), and
4. get proof of delivery (by the Sheriff, certified mail or a Certificate of Mailing) for important notices.

30-Day Notice: Month-to-month rental agreements can be ended when either party gives notice 30 days in advance of the day rent is due. For example, a vacate notice for June 30 should be delivered to the other party by June 1. The notice does not have to include a reason. VRLTA requires that a landlord advise a vacating tenant of the right to

be present at the final inspection. Tenancies in which the rent is paid once a week can be ended with seven days' notice. Some landlords require 60-day notice to end the rental agreement. Read your lease to ensure that you are giving proper notice.

21/30-Day Notice: A landlord or tenant can use a 21/30-day notice to end a long-term lease if the other party has substantially violated either the lease or VRLTA. This notice gives the other party 21 days to correct the violation, or the lease will end in 30 days. These differ from 30-day notices in that they can be given on any day of the month, not just the first.

5-Day Notice: When a tenant does not pay rent, the landlord can send a 5-day notice requiring the tenant to pay in five days or quit the premises. The five days are counted from the day the notice is delivered, excluding Sundays. The landlord must accept the rent if the tenant offers it during that period. This notice can only be issued when rent is unpaid.

Breaking a Lease

Breaking a lease is a breach of contract and almost always costs money. Some leases state a fixed amount (such as the entire security deposit) that a tenant will have to pay as damages. In other cases, a landlord charges a tenant for actual costs due to the broken lease. These might include advertising of the unit and repainting. The tenant may also be held responsible for rent until a new tenant moves in. Management should always make such potential lease breaking costs clear to the tenant, and they must try to limit the costs by re-renting the unit as quickly as possible.

Tenants must have the landlord's permission to sublet, and most landlords reserve the right to approve any subsequent tenant.

Military Clause: Under VRLTA, members of the armed forces or National Guard transferred more than 35 miles on orders are allowed to break their leases with 30 days' notice. Payments are specified in the law to cover the landlord's costs from the lease being broken. VRLTA prohibits the landlord from requiring a tenant to pay liquidated damages if the tenant has resided in the property more than 12 months.

Abuse Clause. Tenants that are victims of family abuse, sexual abuse or criminal sexual assault can terminate a rental agreement with 30 days' notice and copies of pertinent documents.

Cleaning and Inspection

A tenant preparing to move should ask management about cleaning requirements. Typical requirements are to:

1. sweep the unit and clean the carpets
2. clean the bathroom and kitchen
3. defrost the refrigerator and clean the stove
4. remove trash and unwanted clothing or furniture
5. wipe blinds

The tenant and landlord should both inspect the unit at the end of any tenancy. Under VRLTA, tenants have the right to be present at such inspections, if they ask the landlord in writing. Landlords must advise all vacating tenants of this right. The inspection must be within 72 hours of the tenant's actually vacating, but the landlord has the right to set the time. After the inspection, the landlord must give the tenant a list of damages known at that time. The tenant should be sure to turn in all keys and arrange for any change in utility billing.

Under VRLTA, the security deposit (if applicable) and interest due or a list of damages must be sent to a tenant 45 days after he or she leaves. In other cases, the lease should specify the return period. If a landlord has legitimate expenses to deduct from the deposit (such as unpaid rent, unpaid fees, or the cost of repairs to the property), they must be itemized for the tenant. The landlord must notify the tenant in writing of any deductions to be made from the security deposit during the course of the tenancy.

Interest on Deposits: VRLTA no longer requires the landlord to pay interest on security deposits. If the tenancy was between 7/1/1974 to 12/21/2014 the tenant may recover interest on his deposit. Simple interest is calculated every 12 months. For example, at the end of a tenancy lasting between 18 and 23 months the landlord would owe interest for 1 12-month period and a pro-rated amount for any remaining months. The amount of interest that must be paid has varied over the years. The following is a list of these interest rates.

<u>From</u>		<u>To</u>	<u>Interest Rate</u>
July 1, 1975	through	December 31, 1979	3.00%
January 1, 1980	through	December 31, 1981	4.00%
January 1, 1982	through	December 31, 1984	4.50%
January 1, 1985	through	December 31, 1994	5.00%
January 1, 1995	through	December 31, 1995	4.75%
January 1, 1996	through	December 31, 1996	5.25%
January 1, 1997	through	December 31, 1998	5.00%
January 1, 1999	through	June 30 1999	4.50%
July 1, 1999	through	December 31, 1999	3.50%
January 1, 2000	through	December 31, 2000	4.00%
January 1, 2001	through	December 31, 2001	5.00%
January 1, 2002	through	December 31, 2002	0.25%

January 1, 2003	through	December 31, 2003	0.00%
January 1, 2004	through	December 31, 2004	1.00%
January 1, 2005	through	December 31, 2005	2.25%
January 1, 2006	through	December 31, 2006	4.25%
January 1, 2007	through	December 31, 2007	5.25%
January 1, 2008	through	December 31, 2008	0.75%
January 1, 2009	through	December 31, 2014	0.00%

The following table is an example of how to calculate interest owed on a deposit of \$1,000 for a tenancy beginning January 1, 1994 and ending May 1, 1999:

<u>Date</u>	<u>Rate</u>	<u>Interest Owed</u>
Jan.-Dec. '94	Calculated @ 5%	\$50.00
Jan.-Dec. '95	Calculated @ 3.75%	\$37.50
Jan.-Dec. '96	Calculated @ 4.25%	\$42.50
Jan.-Dec. '97	Calculated @ 4%	\$40.00
Jan.-Dec. '98	Calculated @ 4%	\$40.00
Jan.-Apr. '99	Calculated @ 4.5%	\$15.00
Total	Due	\$225.00 in interest + \$1,000=\$1,225.00

Failure to Return: If the landlord fails to return any of the security deposit or interest due to the tenant, the tenant should write to ask for it. The tenant may also sue in court for part or all of the deposit, plus reasonable attorney's fees. Such suit is initiated by filing a "Warrant in Debt" at the Office of the Clerk of the Court, [General District Court](#) Room 2500 in the Arlington County Court House. A lawyer may be used but is not required.

- [Security Deposits](#)

Eviction Process

After the expiration of notice to vacate, a landlord can begin eviction proceedings in General District Court. It is often in the best interests of both landlords and tenants to come to an agreement before the eviction process begins. The court process is time consuming and expensive for both parties; for tenants it may also jeopardize rental and credit references. Any agreement out of court should clearly state the obligations of both parties for the remainder of the tenancy.

Illegal Eviction: No tenant, can be evicted or locked out against his or her will until after the court process is complete, nor can a landlord force eviction by deliberately cutting off essential services. Fair housing laws prohibit eviction that is based on discrimination.

Summons for Unlawful Detainer: The first step is for the landlord to obtain and fill out a "Summons for Unlawful Detainer" from the Clerk of the [General District Court](#) in the Arlington County Court House (room 2500, 703-228-7900). The clerk sets a court date, which is usually 21 from the filing date. The Sheriff (room 9100, 703-228-4460) posts a copy of the Summons on the tenant's door. The landlord is also required to mail a copy to the tenant.

Court: In Arlington, tenant landlord cases are heard in either General District Court or Small Claims Court. In Small Claims Court, proceedings are more informal, and neither party may have an attorney. Cases involving larger amounts of money are heard in General District Court, where either party can bring an attorney and where normal courtroom procedures are followed. Both parties are required to attend a court hearing. Failure to appear usually leads to a decision against the absent party.

In presenting cases to the judge, both parties should be prepared to tell relevant facts and support them with evidence. Judges are not required to listen to legally unrelated circumstances, such as financial difficulties as a defense for non-payment of rent. Copies of vacate notices, certificates of mailing, canceled rent checks and pictures of damage are helpful.

Physical Eviction or Set Out: If the judge decides against the tenant, the landlord can obtain a "Writ of Possession" and have the tenant evicted after a 10-day appeal period. The Sheriff will post the Writ, which will state the date and time that the Sheriff will come to supervise the actual removal of the tenant's possessions. The landlord must supply personnel to carry the goods to the curb, but the tenant is responsible for their security and transportation to another location.

Retaliatory Eviction: VRLTA prohibits the landlord from evicting tenants solely because they have:

1. organized or joined a tenant association,
2. called a government inspections office to complain about code violations,
3. made complaints directly to the landlord, or
4. testified against the landlord in court.

If a tenant can prove to the court that the landlord is evicting him or her solely for one of these four reasons, the eviction will probably be stopped. Tenants lose this protection if they are behind on their rent, violating the lease, or causing the code violations.

- [Eviction Process](#)

Tenant Displacement

Arlington County has adopted Relocation Guidelines. These guidelines apply to multi-family rental buildings that are undergoing renovation, demolition or conversion to another use, as well as to rented single family houses where tenancies are terminated because of site plan conditions requiring demolition or conversion of the property to commercial use.

Owners/developers seeking County funding or site plan approval to redevelop a site are expected to complete a tenant survey and develop a relocation plan that is reviewed at a public meeting by the Tenant-Landlord Commission. It is expected that the owner/developer will communicate with tenants regarding plans for the property, provide assistance in finding a new unit and provide a relocation payment based on the size of the unit in which the tenant resides.

Owners/developers must provide tenants with a 120-day notice to vacate.

- [Arlington County Relocation Guidelines](#)

Conversions

Several State and County laws offer help to tenants in apartment complexes undergoing conversion to condominium or cooperative. Developers are required to notify tenants when they start the process of registering a conversion with the [Common Interest Community Board](#). Developers must give the County copies of their conversion papers. The conversion is usually formally registered by the State within 60 days.

Upon registration, a developer is required to give each tenant a notice stating the purchase price and monthly fees for each unit and offering the tenant a 60-day exclusive option to buy the unit. That notice must also describe any relocation assistance the developer is providing.

120-Day Notice. At any time after registration, the developer may give tenants a formal notice to vacate. That notice must be for at least 120 days, so that tenants have approximately six months to formulate their plans.

The developer can begin work in halls and other common areas any time after purchase, but the [County noise ordinance](#) restricts the levels of noise and hours of work. State law prevents a developer from doing work inside any unit during that time, unless he gives a 45-day notice of the work.

Relocation Assistance: The County requires condominium and cooperative developers to pay actual relocation expenses up to \$500 to each displaced tenant. The County also

requires developers to offer some elderly and disabled tenants extended leases for up to three years, but rents are not fixed on these leases.

Other Sources of Information

County Offices Listed in This Book

General District Court	703-228-7900
Code Enforcement	703-228-3232
Human Rights Office	703-228-3929
Housing Grants Program	703-228-1350
Housing Choice Voucher Program	703-228-1450
Sheriff	703-228-4460
Tenant-Landlord Office	703-228-3765

Other County Resources

Citizens Assistance and Information 703-228-3000

This is the County's central information and referral service. It handles questions about any problem and makes referrals as needed to other County offices and to community agencies.

Crime Resistance 703-228-4330

This section of the Police Department can provide advice to groups or individuals encountering security problems.

Extension Service 703-228-6400

This service of Virginia Tech provides information on nutrition, child care and housekeeping skills. It can often arrange group instruction on these topics, including classes focused on the special problems encountered by refugees.

Lawyer Referral 703-228-3390

The Arlington County Bar Association maintains this free service that provides names of lawyers specializing in various problem areas. The first meeting with a lawyer on their list is covered by a small fee.

Other Organizations Providing Services

[Apartment and Office Building Association \(AOBA\)](#) 202-296-3390

AOBA is a Washington Metropolitan area organization of owners and managers that offers education for its members and provides market data and operating cost analyses.

- Buckingham Gates of Arlington Tenants Association ([BU-GATA](#)) 703-465-5570
A community-based non-profit, has focus on defending tenants, educating residents about their rights, and fighting to preserve the community.
- Joint Armed Forces Housing Referral Office 703-696-3557
The Housing Liaison Section at Fort Myer handles housing problems encountered by military personnel.
- [Legal Services of Northern Virginia](#) 703-532-3733
The Arlington Legal Aid Society offers free legal help to persons with limited incomes.
- [Northern Virginia Apartment Association](#) 703-671-6777
This organization of owners and managers provides a range of services for its members, including information, training programs and a monthly newsletter.
- [NVFS](#) Housing Counseling Program 703-769-4600
The Housing Counseling Program assists tenants to remain in their current housing or to find permanent housing.
- [NVFS](#) Multi-Cultural Program 703-533-9727
This program, operated by Northern Virginia Family Service, provides counseling and social services for refugees and coordinates with other agencies doing similar work.
- Spanish-Speaking Committee of Virginia 703-243-3033
This office serves as a resource center for Spanish-speaking persons. It makes appropriate referrals, provides interpreters if needed, and publishes a free monthly newspaper.