



OVERVIEW OF THE VRLTA AND EVICTION LAWS

April 26, 2022

OVERVIEW OF LSNV

- LSNV is the largest legal aid organization in Virginia, helping thousands of clients each year in civil legal matters. We partner closely with other legal aid organizations, state and local bar associations, as well as the courts to serve the region's low-income and neediest populations.
- We provide services regarding:
 - Consumer Law
 - Elder Law
 - Family Law
 - Human Trafficking
 - Housing Law
 - Public Benefits
 - Child Advocacy & Education Law
 - Veterans Law Project
 - Support for Re-Entry and Return to Communities



OVERVIEW OF LSNV

Disclaimer:

- This is legal information only, not legal advice.
- We cannot provide legal advice on this forum.
- If you have questions at the end, please ask general questions, not specific questions about your situation that requires legal advice.



VIRGINIA RESIDENTIAL LANDLORD TENANT ACT AND OTHER GOVERNING LAW

The Virginia Residential Landlord Tenant Act now covers all residential tenancies (begins with definitions at: **§ 55.1-1200**)

1. **§ 55.1-1201(B)**: The provisions of this chapter shall apply to occupancy in all single-family and multifamily dwelling units and multifamily dwelling units located in the Commonwealth.
 - a) Some exceptions: tenant who pays no rent, campgrounds, fraternities, etc.
2. **§ 55.1-1208**: Covers prohibited provisions in rental agreements
3. **§ 55.1-1220**: Landlord responsibilities and § 55.1-1227 Tenant responsibilities to maintain dwelling
4. **§ 55.1-1202/§ 55.1-1245**: Notice requirements for eviction
 - a) **§ 55.1-1204 (H)**: rights and responsibilities provided to tenant
5. Federal Subsidized Housing: federal law will control, often provides more protections

VRLTA: APPLICATION FEES VERSUS DEPOSITS

- Application deposit is refundable and application fee is non-refundable
- Deposit: If applicant fails to rent the unit the landlord shall refund to the applicant within 20 days all sums in excess of the landlord's actual expenses and damages together with an itemized list of such expenses and damages.
- Fee: An application fee shall not exceed \$50, exclusive of any actual out-of-pocket expenses paid by the landlord to a third-party performing background, credit, or other pre-occupancy checks on the applicant. However, where an application is being made for a dwelling unit that is a public housing unit or other housing unit subject to regulation by the U.S. Department of Housing and Urban Development, an application fee shall not exceed \$32, exclusive of any actual out-of-pocket expenses paid to a third party by the landlord performing background, credit, or other pre-occupancy checks on the applicant.

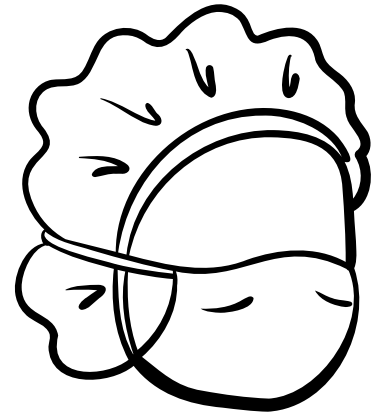


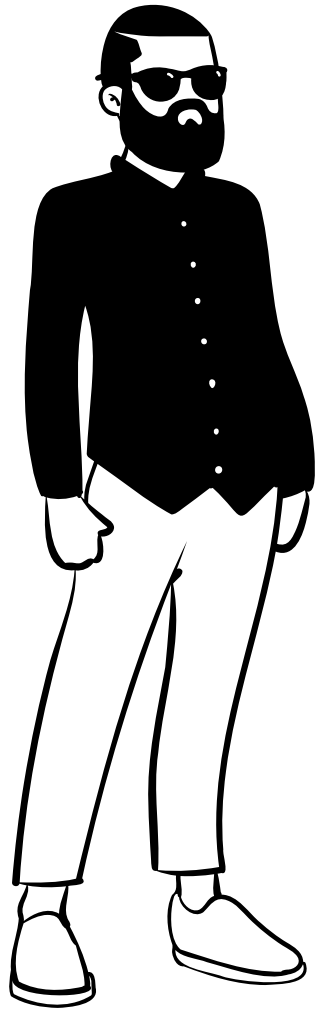


- This is Jane Doe
- Jane is a single mother who lost her job during the start of the COVID pandemic.
- Her daughter's name is Jackie
- Not only did her place of employment permanently shut down because of COVID, she also contracted the virus herself.
- She wasn't able to pay her rent and got evicted from her home.
- Jane was lucky and was able to move in with a relative for a while.



- Jane has now recovered and found a full-time job as a nurse.
- Jane is now ready to get back on her feet and move into her own apartment!
- But Jane is having a problem finding housing





- This is Larry Landlord.
- Larry is the owner of a luxurious apartment complex In Leesburg Virginia.
- He's owned this apartment complex for a number of years, but recently hired a new manager, Newt Employee.





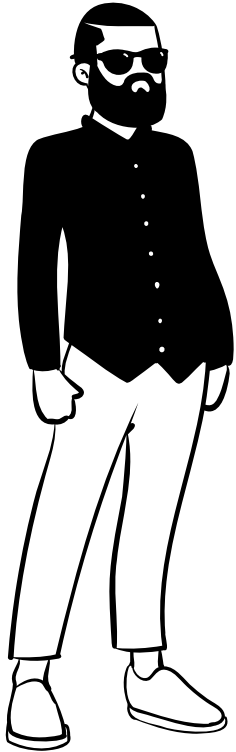
JANE IS FILLING OUT RENTAL APPLICATIONS

- The apartment Jane wants to apply for wants to charge her \$55 for her application fee, and \$200 as an application deposit fee.
- Jane is concerned because she checked the VRLTA and the maximum that a landlord can charge (apart from actual costs of the screening, is only \$50.
- Jane informed Newt that the application fee shouldn't be more than \$50
- Newt didn't realize that there was typo and made the proper correction to the application fee.
- Jane finds that she likes the apartment and decides to move in.

NEW TENANT SCREENING PROCEDURES (AS OF 3/1/2021) VRLTA 55.1-1245(J) THROUGH JULY 1, 2028 OR 7YRS AFTER END OF STATE OF EMERGENCY

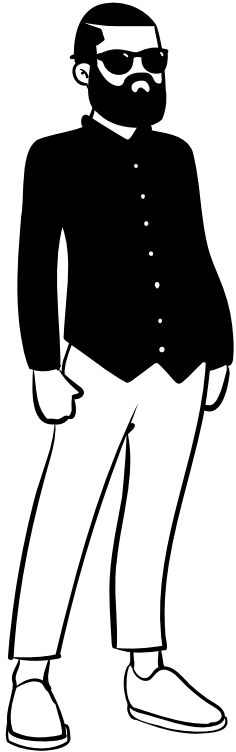
- Landlords who own five or more rental units cannot take any adverse action against applicant for tenancy based solely on payment history or an eviction for nonpayment of rent occurring between March 12, 2020 and 30 days after the end of the COVID-19 state of emergency.
- Tenant-applicant can recover \$1,000 in statutory damages & attorney's fees for failure to comply.

NEW TENANT SCREENING PROCEDURES UNTIL JULY 1, 2028



- While applying for the rental application, Jane was worried that her previous eviction for nonpayment of rent that occurred on May 3, 2020, would affect her chances of moving into the apartment.
- Larry, who owns five or more rental units doesn't know that he cannot deny a tenant access solely based on payment history or evictions due to nonpayment of rent that occurred during the pandemic.

NEW TENANT SCREENING PROCEDURES UNTIL JULY 1, 2028



- However, Larry does provide written notice of application denials that include a statement of right to contest the denial; and the statewide legal aid telephone numbers and websites.
- In this case Jane must assert her claim within seven days of written rejection or the close of the next business day if it was received via email.

LEASES § 55.1-1204

As of July 1, 2019, landlords must offer written leases. If no offer, the law sets out a specific lease that will apply:

1. The lease is 12 months with no automatic renewal.
2. Rent is paid in 12 monthly payments.
3. Rent is due on the first of the month and late after the fifth of the month.
4. A reasonable late fee may be charged.
5. Security deposit can be no more than two months' rent.
6. Landlord and tenant still may enter into a written lease.



LEASE AND SECURITY DEPOSIT

- At first Jane and Newt verbally discuss the details of their lease and security deposit
- Newt says that for a two-bedroom apartment in Loudoun County the rent will cost her \$1,300 a month. He also wants a \$2,600 security deposit.
- Jane thinks the security deposit is a bit high, but she knows that under the VRLTA, Landlord's can charge up to two-months rent for a security deposit, so she accepts the terms.
- A security deposit is held by the landlord until you move out to cover the cost of any damages, above reasonable wear and tear, you may make to the apartment or house while you live there, or any unpaid rent or other charges that you owe.
- Landlords are required to return security deposits 45 days after moving out, or provide a list of damages and charges that explain why the money was used.

STATEMENT OF TENANT RIGHTS AND RESPONSIBILITIES

§§ 36-139(26), 55.1-1204(B), 55.1-1204(H)



Virginia Statement of Tenant Rights and Responsibilities as of July 1, 2020

This is a summary of tenants' rights and responsibilities under the Virginia Residential Landlord and Tenant Act. This summary does not modify your lease or Virginia law. A lease cannot give up a tenant's rights under the law. The information below is not intended as legal advice. Tenants with questions are encouraged to contact their local legal aid program at (866) 534-5234 or valegalaid.org/find-legal-help.

Tenant Rights

Applications:

Tenants may be charged a nonrefundable application fee of no more than \$50 (not including third party costs for a background check) and a refundable application deposit. If the tenant does not rent the unit, the application deposit must be returned, minus any actual costs or damages. (§55.1-1203)

Written lease:

Under the VRLTA, a landlord is required to provide a tenant a written lease. If a landlord fails to do so, the VRLTA still protects a tenant by establishing a statutory lease between landlord and tenant for 12 months not subject to automatic renewal. (§55.1-1204)

Disclosure:

A landlord must reveal certain information to the tenant, including any visible evidence of mold (§55.1-1215), the name and address of the owner or property manager (§55.1-1216) and notice of sale or foreclosure of the property. (§§55.1-1216, 1237).

Security Deposit:

A landlord may require a security deposit of up to two month's rent. Within five days of move in the tenant has a right to object to anything in the move-in report. The tenant also has a right to be present at a move-out inspection, which must be made within 72 hours of delivery of possession. (§§55.1-1214, 1226)

Receipts:

Upon request, a tenant is entitled to a written receipt of rent paid by cash or money order. Upon request, a tenant is entitled to a written statement of all charges and payments over the past 12 months. (§55.1-1204(D), (I))

Privacy:

A landlord may not release information about a tenant without consent, except under certain conditions, which are generally when tenant information is already public. (§55.1-1209)

Fit and Habitable Premises:

- As of July 1, 2020, a landlord must give a tenant a Statement of Tenant Rights and Responsibilities when the tenant enters a lease or renews a prior lease.
- The statement needs to be signed by both the Landlord and the tenant.
- A Landlord will only be able to sue a Tenant in court if the tenant was given a copy of this statement.
- This statement is available on Department of Housing and Community Development [website](#).

VERBAL VERSUS A WRITTEN LEASE



- Larry realizes that his new employee forgot to buy more paper, so he couldn't print out a copy of the lease.
- Jane knew that if there was no written lease agreement, the VRLTA would automatically make the lease a 12-month lease with no automatic renewal that's paid once a month.
- Larry always keeps a stack of paper in his trunk, so he prints off a proper lease for Jane to sign.
- **This lease agreement is for 13-months and becomes a month-to-month lease at the end of the lease term.**
- Jane knows that a lease can be for whatever duration the parties agree to. i.e. month-to-month, week-to-week.
- Larry also gives Jane a statement of rights and responsibilities. (this must be signed by both parties and is required before any tenant can be sued).



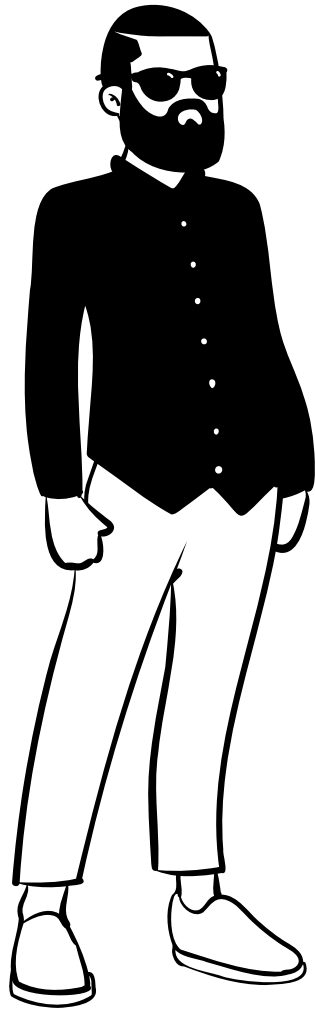
LATE FEES

- Jane's lease also states that if rent is not paid by the 5th of the month, late fees of up to 10% will be charged.
- Jane knows that the VRLTA only allows for late fees when the lease provides for them. She also knows that late fees cannot exceed 10% her monthly rent charges or 10% of the remaining balance if partial payment was made.
- For example, Jane had extra expenses this month, and was only able to pay \$300 towards her rent. The VRLTA would only allow a 10% late fee for the \$1000 owed (\$100).
- Jane and Jackie happily moved into their new apartment and having been living there with no problems.

TENANTS AND LANDLORD'S RESPONSIBILITIES



- Jane and Jackie are enjoying their new apartment, but there are a few responsibilities they have as tenants.
- Some of these responsibilities include:
 - Keeping the dwelling unit **clean and in safe condition**
 - Regularly take out and **dispose of trash** from the apartment
 - To use appliances in a **reasonable manner**.



TENANTS AND LANDLORD'S RESPONSIBILITIES

- Larry as the landlord has some similar responsibilities.
- Some of these responsibilities include:
 - **Maintaining in good safe working condition** electrical, plumbing, appliances, heating, A/c, etc.;
 - Keeping common areas **clean and in safe condition**; and
 - **Making repairs** to the premises to keep it **fit and habitable**.

MAINTENANCE (1/3)

- Landlords are required to maintain fit and habitable premises (55.1-1220)
- However, tenants should be aware – tenants are not permitted to simply withhold rent if their landlord has failed to make critical repairs.
- Tenants seeking repairs may:
 - File a Tenant's Assertion in court; or
 - Repair and Deduct

MAINTENANCE: TENANT'S ASSERTION (2/3)

§ 55.1-1244

- A tenant with living conditions that constitute a material noncompliance with the lease or law may file a Tenant's Assertion:
- Send the landlord written notice requesting the repair
- Give the landlord a reasonable amount of time to make the repairs.
- More than 30 days is presumptively reasonable.
- Contrastingly, emergencies like raw sewage should be fixed immediately.
- If the landlord does not make the repairs, file a Tenant's Assertion (Form DC-429)
- Tenant pays rent into the court within 5 days of the due date.

MAINTENANCE: REPAIR AND DEDUCT (3/3)

§ 55.1-1244.1

- A tenant with living conditions that constitute a material noncompliance with the lease or law may repair and deduct:
 1. Provide written notice to the landlord of the conditions
 2. Wait 14 days
 3. If the landlord does not take reasonable steps to make the repairs, the tenant may contract with a third-party licensed contractor or pesticide business to complete the repairs
 4. The cost of repairs cannot exceed \$1,500 or one month's rent, whichever is greater
 5. The tenant can deduct the cost of repairs from next month's rent by providing the landlord with an itemized statement and receipts.



TENANT'S ASSERTION AND REPAIR AND DEDUCT

- Jane's washing machine stops working she sends a request in writing to Newt to fix it but doesn't hear anything back from him for 10 days.
- Jane's starting to get worried, but she knows what her options are under the VRLTA.
- If nothing is done within 14 days of giving the landlord notice, Jane can have the washing machine paid for or repaired by a third-party, so long as it does not cost more than \$1,500- or one-months rent (whichever is more)
- Jane's brother could make the repairs but is not licensed, so Jane looks up licensed contractors on the department professional and occupational regulations. <https://www.dpor.virginia.gov/LicenseLookup>
- Once the repairs are made, a tenant can deduct the cost for repairs from their next months rent. This can't be done (i) if the tenant caused the condition that needed repair, (ii) denied the landlord access to make repairs, or (iii) the landlord makes the repair prior to tenant's repairs.



TENANT'S ASSERTION AND REPAIR AND DEDUCT

- Jane knows that when living conditions are not in compliance with the lease agreements, she can notify her landlord to make the repairs within a reasonable time (at least 30 days).
- Jane's plumbing erupted and there is raw sewage leaking from the toilet. Jane sent notice in writing to the landlord notifying them about the sewage.
- Newt said they will look into it eventually.
- Jane contacted a licensed contractor and found out that the repairs would be more than \$1,500 or one month's rent.
- So, she checks again a few days later and there's no progress, so Jane files a tenant's assertion and pays rent into the court.

6 MONTHS LATER SOMETHING DRASTIC CHANGES



- It's the fifth day of the month and Jane hasn't paid her rent. Newt finds this strange as she's always paid her rent on time for the last 6 months.
- Newt, shrugs and prepares to send her a 5-day pay or quit notice.
- While he does feel bad about it, he's shooting for employee of the month and wants everything done by the book.
- Newt runs the notice to Jane's apartment and posts it to the door.
- Jane is shocked to see the notice on the door.

EVICTIONS: 14 DAY PAY OR QUIT NOTICE



- Jane has been home sick from work for the last 3 weeks. She caught the Delta variant of COVID-19 and was unable to work.
- As a result, Her job didn't pay her for the weeks she was sick and won't let her come back to work until 2 weeks after she is well.
- Jane love's her new apartment and wants to avoid being evicted again because of COVID.
- Luckily, after her previous eviction, Jane became well versed with VRLTA and realized there was a problem with the notice she received.

REQUIREMENTS OF THE 14 DAY PAY OR QUIT NOTICE.



- The notice Jane received was improper.
- Since the start of the pandemic, the code now requires tenants to be given a 14-day pay or quit notice.
- Not only that, but it also requires the Landlord's to give the tenants notice of the Virginia Rent relief Program and apply on their behalf within 14 days of the notice. The tenants have a duty to comply with the rent relief application or landlords can move forwards with evictions.
- If a landlord owns 5 or more units, they are also required to offer a payment plan as an option without late fees to tenants.
- The notice must also give a tenant the number for the local legal aid office, and how to reach Virginia 2-1-1 for information and referral.
- Jane realizes that there's a problem and is going to get to the bottom of it.

HYPOTHETICAL I RENT RELIEF AND MORTGAGE RELIEF PROGRAM



- Jane runs to Larry and shows him the notice.
- Larry is shocked to see the notice as he is also aware of what the notice should look like.
- Jane explains her situation, then Larry writes up a proper notice and offers to start the rental relief application for her.
- Jane agrees, and they both start applying for rent relief.

HOUSE BILL 700I CHANGES

In order for a landlord to get possession during the pandemic, there are a few extra steps they must follow until June 30th, 2022.

1. Landlord must first apply for rental assistance on behalf of tenant within 14 days and cooperate.
2. Landlord must provide documentation needed to complete the application, like the W-9 IRS form and supporting affidavits.
3. After, a landlord can get possession if a tenant refuses to apply or cooperate with landlord's application, the application for rental assistance is not approved within 45 days of submitting a completed application; or 14 days for subsequent applications.



VIRGINIA RENT AND MORTGAGE RELIEF PROGRAM

To qualify, the tenant must:

1. Have a valid lease or other document showing proof of residency agreement..
2. Have experienced a loss of income or increase of expenses due to COVID-19 pandemic.
3. Have a rent amount that is at or below 150% Fair Market Rent (FMR). Washington-Arlington-Alexandria, DC-VA-MD HUD Metro FMR Area:

Studio	1br	2br	3br	4br
\$2,185.50	\$2,250.00	\$2,560.50	\$3,322.50	\$4,060.50

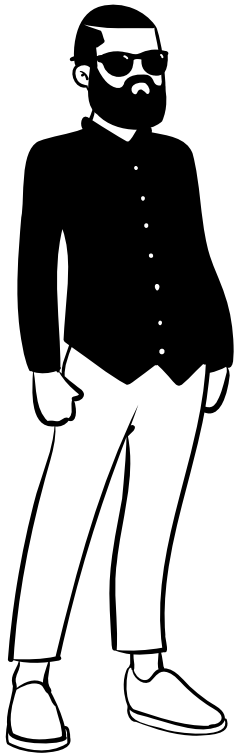
4. Have a gross household income at or below 80% of the area median income (AMI). Washington-Arlington-Alexandria, DC-VA-MD HUD Metro FMR Area:

Household size	1 person	2 people	3 people	4 people	5 people	6 people	7 people	8 people
80% AMI limits	\$55,750	\$63,700	\$71,650	\$79,600	\$86,000	\$92,350	\$98,750	\$105,100

APPLYING FOR VIRGINIA RENT AND MORTGAGE RELIEF PROGRAM

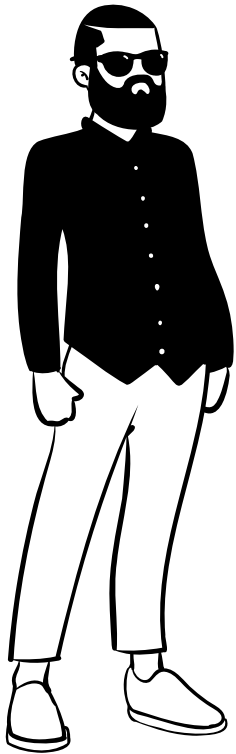
- Landlords and Tenants can apply for Rent Relief funds through Gov2Go at: <https://web.getgov2go.com/signin?returnUrl=%2Fdashboard>, or
- In Fairfax Tenants can apply through: M-F, 8-4:30pm, 703-222-0880
- The RMRP program will pay past due rent from April 2020 to present.
- Homeowners needing assistance with paying their mortgage or homeowner/condominium assessments may apply at: <https://www.virginiamortgagerelief.com/>

HYPOTHETICAL II JANE IGNORES THE NOTICE AND LARRY FILES AN UNLAWFUL DETAINER



- Larry saw that Newt's notice was wrong, so he wrote a proper 14-day notice and gave it to the tenant.
- Jane refused to cooperate with the rental relief application.
- Larry then goes to the courthouse to file an unlawful detainer.
- After June 30th, 2022, the 14-day notice requirement will return to the previous 5-day pay - notice requirement.

HYPOTHETICAL II JANE IGNORES THE NOTICE AND LARRY FILES AN UNLAWFUL DETAINER

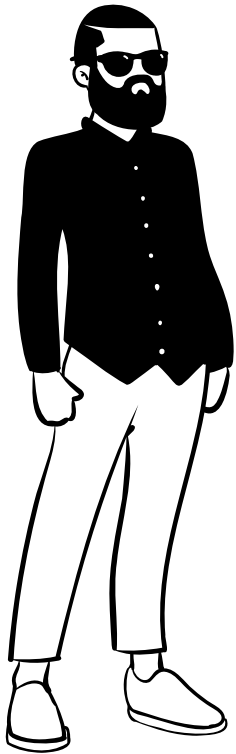


- Redemption: Lawsuit must be dismissed as paid if tenant pays landlord all amounts owed as of the court date: all rent (including new month's rent if due), all late fees in a written lease (including new month's late fee if due), court costs and reasonable attorney's fees (if any).
- Redemption Tender: Tenant comes to court on first court date and shows judge a written commitment from a local government or non-profit agency to pay all or part of redemption amount.
- Jane missed those opportunities and gets a judgment, but she has another opportunity to redeem and not be evicted if she pays all the money that is outstanding, the rent, late fees, court fees, and attorney's fees (if there is an attorney representing Larry) 48 hours before the sheriff carries out an eviction, but this can only be done once a year.

EVICTIONS: THE SUMMONS

Clear All Data	
SUMMONS FOR UNLAWFUL DETAINER (CIVIL CLAIM FOR EVICTION) Commonwealth of Virginia VA. CODE § 8.01-126	
CITY OR COUNTY General District Court	
STREET ADDRESS OF COURT	
TO ANY AUTHORIZED OFFICER: Summon the Defendant(s) as provided below: TO THE DEFENDANT(S): You are commanded to appear before this Court on	
RETURN DATE AND TIME to answer this civil claim.	
DATE ISSUED	[] CLERK [] DEPUTY CLERK [] MAGISTRATE
CLAIM AND AFFIDAVIT: That Defendant(s) unlawfully detains and withholds from Plaintiff(s):	
ADDRESS/DESCRIPTION OF DETAINED PROPERTY	
and that the Defendant should be removed from possession based on the following: <input type="checkbox"/> unpaid rent <input type="checkbox"/> Check here - what are they evicting for - unpaid rent or something else? and further that rent is due and owing and damages have been incurred as follows: \$ RENT rent due for PERIOD and \$ late fee and \$ damages for with interest RATE(S) AND BEGINNING DATE(S) and \$ costs and \$ civil recovery and \$ attorney's fees. <input type="checkbox"/> Plaintiff requests judgment for all amounts due as of the date of the hearing. <input type="checkbox"/> This summons is filed to terminate a tenancy <u>not</u> governed by the Virginia Residential Landlord and Tenant Act, § 55.1-1200 <i>et seq.</i> of the Code of Virginia. All required notices have been given. Subscribed and sworn to before me this day of , 20 My commission expires: NOTARY REGISTRATION NO. [] CLERK [] DEPUTY CLERK [] MAGISTRATE [] NOTARY PUBLIC [] City [] County of	
CASE DISPOSITION [] JUDGMENT that Plaintiff(s) recover against name of DEFENDANT(S). [] possession of the premises described above pursuant to § 8.01-128. [] A hearing shall be held on DATE AND TIME to establish final rent and damages. [] Immediate writ of eviction [] ordered pursuant to Va. Code § 8.01-129 upon request of Plaintiff. [] granted pursuant to Va. Code § 55.1-1250(C). DEFENDANT(S) PRESENT? [] YES [] NO DATE JUDGE [] Rent, in the sum of \$ and \$ late fee and \$ damages with interest RATE(S) AND BEGINNING DATE(S) \$ costs and \$ civil recovery and \$ attorney's fees [] and \$ costs for Servicemembers Civil Relief Act counsel fees. HOMESTEAD EXEMPTION WAIVED? [] YES [] NO [] CANNOT BE DEMANDED	
CASE NO.	HEARING DATE AND TIME
PLAINTIFF(S) NAME(S) (LAST, FIRST, MIDDLE)	DATE FOR FIRST RETURN
Landlord's info	
TELEPHONE NUMBER	
DEFENDANT(S) NAME(S) (LAST, FIRST, MIDDLE)	
Tenant's info	
TELEPHONE NUMBER	
TO DEFENDANT: You are not required to appear; however, if you fail to appear, judgment may be entered against you. See the additional notice on the reverse about requesting a change of trial location and your right to prevent this unlawful detainer action through payment of amounts owed. [] To dispute this case, you <u>must</u> appear on the return date to try this case [] To dispute this case, you <u>must</u> appear on the return date for the judge to set another date for trial. If you fail to appear and a default judgment is entered against you, a writ of eviction may be issued immediately for possession of the premises. Bill of Particulars ordered DUE DATE Grounds of Defense ordered DUE DATE ATTORNEY FOR PLAINTIFF(S) ATTORNEY FOR DEFENDANT(S)	
[] Redemption tender presented; continued to: HEARING DATE AND TIME [] Defendant must pay: \$ RENT OWED into the court to be held in escrow by DATE and any rents coming due prior to the next hearing date must also be paid into the court. JUDGE'S INITIALS MONEY JUDGMENT PAID OR SATISFIED PURSUANT TO ATTACHED NOTICE OF SATISFACTION	

HYPOTHETICAL III: WRIT OF EVICTION, APPEAL, AND THE SHERIFF



- Larry landlord gets judgment for possession and unpaid rent from the judge.
- He gets a writ of eviction
- Jane has 10-days to appeal the judgment.
- Larry can take the writ of eviction to the clerk's office and the clerks will give it to the sheriff to execute the writ.
- There is no self-help eviction in Virginia, So the sheriff must do the eviction.
- The Sheriff will let a tenant know 72 hours before they are executing the writ of eviction.

EVICTIONS: THE PROCESS

1. The Landlord must serve notice on the tenant for any breach that would justify an eviction)
 - a) 5 day pay or quit (changed to 14 days through at least June 30, 2022)
 - b) 21/30: notice of breach of lease for conduct other than non-payment of rent
 - c) 30 day: end of lease with non-renewal
 - d) Immediate termination (non remediable/threatens health and safety)
2. Court process: Landlord files Summons for Unlawful Detainer in General District Court
 - a) First return on Civil Docket
 - i. Tenant Agrees or disagrees with allegations. If there is any reason to disagree with the Landlord's request for possession can ask for a trial. Tenant should also request a Bill of Particulars
 - ii. No trials on this date
 - b) Trial date will be scheduled a week or sometimes several weeks from first court date
3. Landlord can file for a writ after judgment See § 8.01-129 (B)
 - a) Clerk will process writ and after at least 10 days from judgment issue sheriff can execute.
 - b) Defendant will receive Notice of Eviction from Sheriff's Office with at least 72 hours notice, See § 8.01-470



HYPOTHETICAL IV EVICTION: FOR CONDUCT

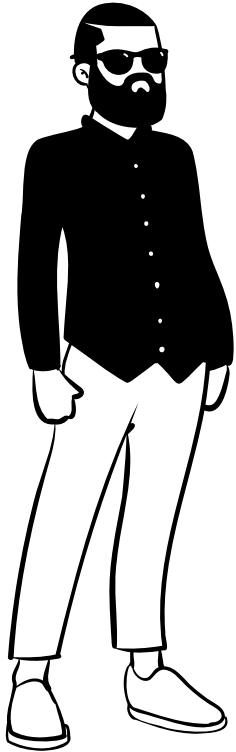
- Jackie got a new stereo for Christmas, however, recently she has found an interest in heavy metal music.
- While most stereo's offer volumes of 1-10, Jackie's has a setting for 11.
- To all of her neighbor's dismay Jackie likes to play her new stereo nonstop from 6:00pm-11:00pm while her mother is still at work.
- Jane now receives a 21/30 notice for the noise dispute.



HYPOTHETICAL IV 21/30 NOTICE

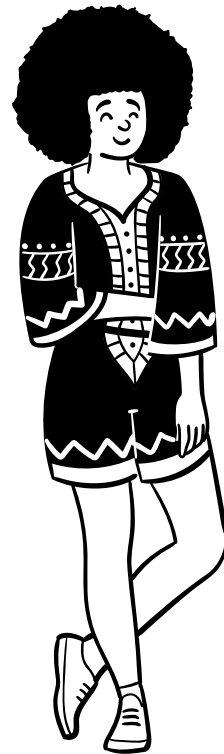
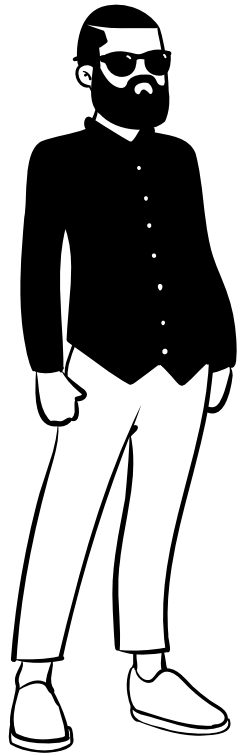
- Jane, knowing all there is to know about the VRLTA knows what needs to be done.
- Jane knows that she has 21 days to fix this problem, if she doesn't, then on the 30th day she can be evicted for her conduct.
- Luckily, Jane has convinced Jackie that Classical music is all the rage these days, and everybody who's anybody listens to it at a volume of 3.
- A new 21/30 notice would have to be given to Jane before a landlord could evict her, unless the conduct of the notice is the same. i.e. if Jackie realizes classical music isn't as popular as she thought.
- If it is the same conduct, then a straight 30-day notice can be given to a tenant.
- A tenant's lease can be terminated immediately if there is a serious violation that threatens the health and safety of others, or any criminal activity.

HYPOTHETICAL V TERMINATION OF A LEASE



- Towards the end of Jane's lease, Larry decides he doesn't want to renew her lease.
- Larry gives her 60 days notice that he is not renewing the lease, which is the amount of time specified in their lease agreement.
- Jane knows that the lease says 60 days notice has to be given, Luckily, there is a newer model of the same apartment in another building.
- Before the lease ends Landlord wants to increase the amount of rent.
- No changes can be made to a rental agreement unless both parties have notice and consent to the changes.

EXPUNGEMENT OF EVICTIONS



- Jane was able to get her previous eviction expunged off her record.
- Evictions stay on tenants' records for 10 years and can significantly affect their ability to find new housing.
- Beginning January 1, 2022, if an eviction action is dismissed or a nonsuit is taken, a tenant can petition the court to expunge the eviction record after 6 months.
- If the court finds that the unlawful detainer was dismissed or nonsuited, the court shall expunge the eviction without a hearing.

EX PARTE ORDER FOR UNLAWFUL EXCLUSION

§ 55.1-1243(B)

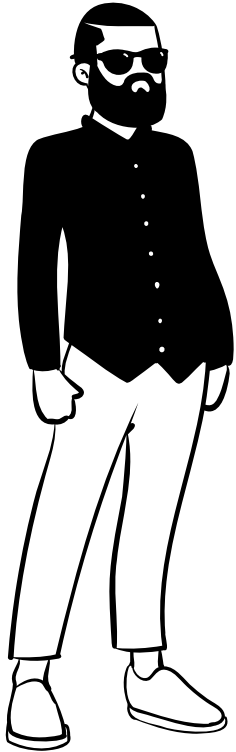
- If a landlord locks out the tenant, cuts off utilities, or engages in some form of self-help eviction, the tenant can file a Petition for Relief from Unlawful Exclusion.
- Upon a full hearing, and showing landlord willfully excluded tenant from premises. Tenant shall recover (i) the actual damages sustained by him; (ii) statutory damages of \$5,000 or four months' rent, whichever is greater; and (iii) reasonable attorney fees. (2021 sp. Session)



UNLAWFUL OUSTER: UTILITY SHUT OFFS AND LOCK CHANGES

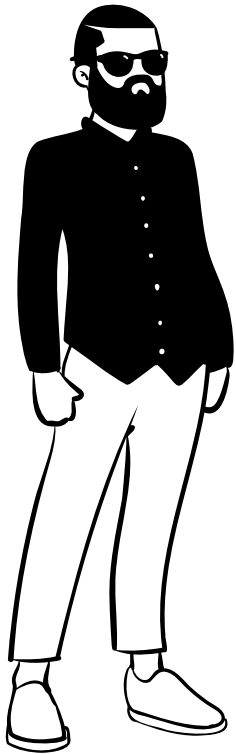
- Newt is getting reports that some of the front locks of many apartments are sticking and thinks it would be a good idea to change the locks
- Newt changes the locks to Jane's apartment but did not leave her with a new key.
- This would constitute an illegal lockout.
- Jane knows that under the code landlords are not allowed to engage in self-help to evict a tenant.
- If a tenant is being illegally locked out they can bring a claim to court to be heard, but a landlord must be given notice to the court.

NEW LAWS: INDIGENT PERSONS AND APPEAL BONDS



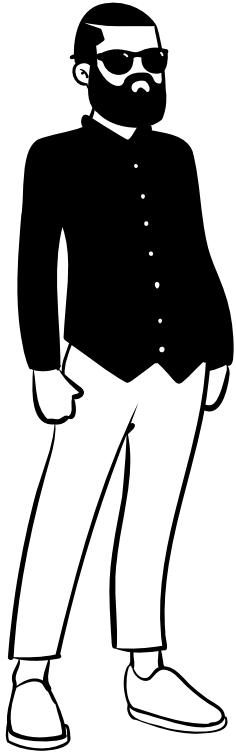
- A new bill was approved by the house and senate and reviewed by the governor that would no longer require indigent persons to file an appeal bond for unlawful detainers.
- When a person wants to make an appeal of a judge's decision, in an eviction case, they will no longer be required to pay the appeal bond if they are indigent.
- However, the Governor has not approved it and made recommendations that defendants pay the amount of judgment in monthly installments over 6 months or by court date, whichever is earlier.

NEW LAWS: 5 DAY PAY-OR-QUIT NOTICE AFTER JUNE 30TH, 2022, AND HB 802 VETOED



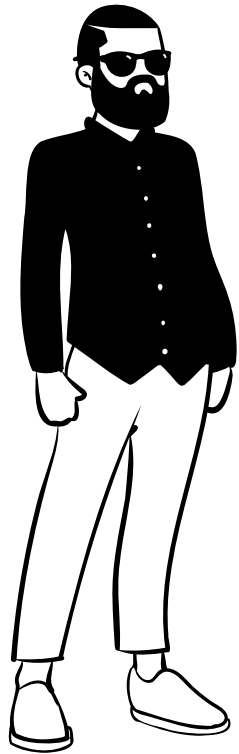
- The law previously allowed for a 5-day notice but increased to 14 due to covid. **This law will revert to the previous 5-day requirement as of June 30th, 2022.**
- A new bill was vetoed that would allow localities to sue landlords to enforce habitability standards directly.
- Localities can sue landlords to enforce habitability standards under the Uniform Statewide Building code (USBC).
- **Rental Relief will not be accepting new applications after May 15th, 2022.**

PROTECTING RIGHTS OF DOMESTIC ABUSE SURVIVORS



- Previously, landlord did not have to consider a person's status as a survivor of domestic abuse when reviewing an application to rent.
- As of July 1, 2020, a landlord must consider a person's status as a domestic abuse survivor when reviewing a credit score in a report.
- This can be shown through a court order, police report, or a letter from a domestic violence program, housing counselor, or attorney.
- If a landlord violates the law, the survivor of domestic abuse can recover actual damages, all amounts paid to the landlord, and attorney's fees.

FAIR HOUSING

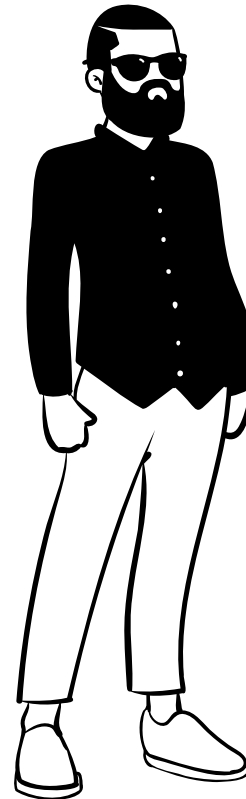


- Jane was just awarded a section 8 voucher and notified Larry of the changes. Larry likes Jane as a tenant but doesn't want to deal with section 8 hassles. So, Larry refuses to rent to Jane because part of rent
- Is this allowed?
- Federal and Virginia Fair housing laws protect against discrimination of a protected class: race, color, religion national origin, sex, elderliness, familial status, disability, source of funds, sexual orientation, gender identity, military status.
- To learn more about fair housing laws, attend the next presentation!



NO PROBLEM'S FOR JANE

- Jane, being an expert of the Virginia code, was able to avoid all these hypotheticals and had a peaceful stay in her apartment.
- She even renewed her lease for another year after the pandemic ended.
- Newt was a quick learner and within a year he was also very knowledgeable about the VRLTA and became an excellent manager.



LEGAL SERVICES OF NORTHERN VIRGINIA



- WE PROVIDE FREE LEGAL ADVICE FOR ELIGIBLE PERSONS IN THE NORTHERN VIRGINIA AREA
- IF YOU REQUIRE OUR SERVICES, PLEASE APPLY ONLINE AT WWW.LSNV.ORG OR CALL US AT 703-778-6800
- [Home - Legal Services of Northern Virginia \(lsnv.org\)](http://lsnv.org)

TO LEARN MORE ABOUT FAIR HOUSING

- **TUNE INTO THE FOR** Updates on Federal, State, and Local Fair Housing Protections this Thursday April 28th at 1:00-2:30



THANK YOU!