

## Details

**Applicability and Exception:** The Virginia Residential Landlord and Tenant Act (VRLTA) governs all rental housing except a few scenarios, including but not limited to:

- Occupancy in single-family residences where the owners are natural persons or their estates who own in their own name no more than two single-family residences subject to a rental agreement; and
- Occupancy by a tenant who pays no rent;

### Security Deposit:

- **Security Deposit Maximum:** Equal to 2 month's rent (§ 55-248.15:1(A))
- **Security Deposit Interest:** No interest is required (prior to 2015, it was 4 percentage points annually below the Federal Discount Rate (FDR))
- **Separate Security Deposit Bank Account:** No statute
- **Pet Deposits and Additional Fees:** No statute
- **Deadline for Returning Security Deposit:** 45 days (§ 55-248.15:1(A))
- **Record Keeping of Deposit Withholdings:** 2 years (§ 55-248.15:1(B1-2))

### Lease, Rent & Fees:

- **Rent Increase Notice:** No Statute
- **Late Fees:** No Statute
- **Prepaid Rent:** Must be placed in an escrow account in a federally insured depository in Virginia by the end of the fifth business day following receipt and shall remain in the account until such time as the prepaid rent becomes due. (§ 55-248.7:1)
- **Returned Check Fees:** \$50 plus other costs of collection and attorney's fees (§ 8.01-27.1)
- **Tenant Allowed to Withhold Rent for Failure to Provide Essential Services (Water, Heat, etc.):** Yes, but the money must be put into escrow and the landlord given proper notice. Other conditions apply. (§ 55-248.27)
- **Application Fees and Holding Deposits:** If the applicant fails to rent the unit (by their own fault) after providing an application deposit, the landlord has 20 days to return the deposit, minus damages and expenses. If, however, the application deposit was made by cash, certified check, cashier's check, or postal money order, such refund shall be made within 10 days of the applicant's failure to rent the unit if the failure to rent is due to the landlord's rejection of the application. Landlord is allowed to charge non-refundable application fees for screening purposes. (§ 55-248.6:1)
- **Landlord Allow to Recover Court and Attorney's Fees:** Yes

## Notices and Entry:

- **Notice to Terminate a Lease – Yearly Lease:** 3 months prior to end of lease (§ 55-222(A))
- **Notice to Terminate a Lease – Month-to-Month:** 30 days or less if both parties agreed to a shorter notice period in the lease. (§ 55-222(B))
- **Notice of date/time of Move-Out Inspection:** No Statute
- **Lease Termination for Nonpayment:** 5 days to pay or quit and tenant loses of possession (§ 55-225)
- **Lease Termination for Lease Violation:** No less than 30 days to quit – 21 days to remedy (§ 55-248.31(A))
- **Lease Termination by Military Personnel:** If being relocated more than 35 miles away, tenant may not terminate the lease any more than 60 days prior to the date of departure necessary to comply with the official orders. Other conditions apply. (§ 55-248.21)
- **Required Notice before Entry:** 24 hours (§ 55-248.18(A))
- **Entry Allowed with Notice for Maintenance and Repairs (non-emergency):** Yes, 24 hours notice (§ 55-248.18(A))
- **Entry Allowed During Tenant’s Extended Absence:** In excess of 7 day absence, unannounced reasonable entry is allowed (§ 55-248.33)
- **Notice to Tenants for Pesticide Use:** 48 hours (§ 55-248.13:3)
- **Emergency Entry Allowed without Notice:** Yes, within reason (§ 55-248.18(A))
- **Lockouts Allowed:** No (§ 55-225.1)
- **Utility Shut-offs Allowed:** No (§ 55-225.1)

## Disclosures and Miscellaneous Notes:

- **Domestic Violence Situations:** Victims of family abuse, sexual abuse, or criminal sexual assault are granted special rights, including the ability to terminate a lease with 30 days notice. (§ 55-225.16)
- **Retaliation:** Landlord may not retaliate by increasing rent or decreasing services or by bringing or threatening to bring an action for possession or by causing a termination of the rental agreement pursuant to § 55-222 or 55-248.37 after he has knowledge that: (§ 55-248.39)
  - (i) the tenant has complained to a governmental agency charged with responsibility for enforcement of a building or housing code of a violation applicable to the premises materially affecting health or safety;
  - (ii) the tenant has made a complaint to or filed a suit against the landlord for a violation
  - (iii) the tenant has organized or become a member of a tenants’ organization; or
  - (iv) the tenant has testified in a court proceeding against the landlord.

- However, the provisions of this subsection shall not be construed to prevent the landlord from increasing rents to that charged on similar market rentals nor decreasing services that shall apply equally to all tenants.

**More Information**

<http://www.dhcd.virginia.gov/images/Housing/Landload-Tenant-Handbook.pdf>

<http://law.lis.virginia.gov/vacode/title55/chapter13.2/>

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