

2021-2022

GUIDE TO VIRGINIA

LANDLORD-TENANT LAW

AND

LOCAL RENTAL HOUSING IN THE

NORTHERN NECK AND

MIDDLE PENINSULA

Legal Aid Works®

Legal Aid Works® (formerly Rappahannock Legal Services, Inc.) was established in 1973 in order to provide free civil legal assistance to low income individuals and families. The Tappahannock office provides services to eligible residents of Essex, King and Queen, King William, Lancaster, Northumberland, Richmond and Westmoreland counties.

The rental housing information in the 2021-2022 guide was provided by the individual property managers. The legal information was provided by Legal Aid Works®. Every effort has been made to ensure accuracy. All information was current at the time of publication (July, 2021). Legal Aid Works® is not responsible for any changes that may have occurred after that time.

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Limited copies of the 2021-2022 guide have been printed in English and Spanish. Those receiving copies are therefore encouraged to make additional copies of their own. Legal Aid Works® also posts electronic copies of its English and Spanish language guides on its website.

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EQUAL OPPORTUNITY IN HOUSING

IT'S YOUR RIGHT!
YOU MAY NOT BE DENIED HOUSING BASED ON...

RACE
COLOR
RELIGION
SEX
NATIONAL ORIGIN
DISABILITY
ELDERLINESS
FAMILIAL STATUS (families with children)
SOURCE OF FUNDS (e.g. a housing voucher)*
SEXUAL ORIENTATION
GENDER IDENTITY
VETERAN STATUS

*The law does not apply to owners of four or fewer rental units in Virginia, or those who own a 10% or less interest in four or more units. The law also does not apply if the source of funds is not approved within 15 days of submitting the request to approve the tenancy.

Realtors, real estate agents, rental agents, and most landlords must show you ALL AVAILABLE housing based on your financial ability only! If you feel that you have been denied an opportunity to see or obtain housing, or even been treated with less enthusiasm because of your identity as a member of any of the above listed protected classes, or because you have children, PLEASE call HUD at 800-669-9777 (TTY for the hearing impaired at 800-927-9275. You can also contact the Virginia Fair Housing Office at 804-367-8530 or 888-551-3247, or visit their website at <http://www.dpor.virginia.gov/FairHousing/>.

Discrimination is not always obvious, and is more often subtle acts or statements. For a free brochure explaining your rights, options, and the sometimes subtle discriminatory actions, contact the Fredericksburg Area Association of Realtors at (540) 373-7711.

SPECIAL TIPS TO KNOW

DISABLED TENANTS – must be allowed to make reasonable modifications to their individual units and to the common access areas. Special parking must be allowed. A “no pet” policy cannot prevent a person from keeping an assist animal. For example, Seeing Eye dogs are not considered “pets” and MUST be allowed without any extra charge or fee by most landlords.

Discrimination against disabled persons may be: a landlord's refusal to allow a disabled tenant to make reasonable and necessary modifications to the premises at the tenant's expense, or a refusal to make reasonable and necessary accommodations to rules, policies, or services. It may also be refusal to renew or terminate a lease or a landlord making changes to an existing lease/rental agreement **because of** a tenant's disability.

The Disability Resource Center is available to assist persons with disabilities in locating housing. Call 540- 373-2559. TTY for the hearing impaired 540-373-5890.

CHILDREN – Although a reasonable limit on the number of occupants is allowed, this limit cannot mandate “no children.” For example, a 1 bedroom unit that allows 2 adults must allow 1 adult and 1 child. A 3 occupant limit must allow a single person with 2 children.

NOTE: Landlords may impose occupancy standards restricting the maximum number of occupants to two (2) persons per bedroom.

ELDERLINESS – Although the Federal Housing Laws do not cover age, Virginia's fair housing laws make it illegal to discriminate based on elderliness. Elderliness refers to any persons who have reached their 55th birthday. Neither landlords nor their agents are allowed to steer elderly persons away from or toward any particular housing units. Sometimes landlords or their agents make discrimination seem reasonable or acceptable. It is **YOUR DECISION** where to live! If you feel like you have been discriminated against, and if you want to fight it, call HUD at 800-669-9777, or the Virginia Fair Housing Office at either 804-367-8530 or 888-551-3247.

NOTE: All HUD-assisted or HUD-insured housing, including housing under the Housing Choice Voucher Program, shall be made available without regard to actual or perceived sexual orientation, gender identity, or marital status. Landlords also may not ask about sexual orientation to determine eligibility for HUD-assisted housing.

OVERVIEW OF LANDLORD-TENANT LAW

Many leases in Virginia are governed by the Virginia Residential Landlord & Tenant Act (“VRLTA”) and nationally by the Civil Rights Act of 1968 (“Fair Housing Act”).

I. FOUR RULES FOR RENTERS TO REMEMBER

These rules cannot prevent every problem that a renter may face, but following them is likely to prevent a lot of confusion and stress.

- 1) **Read written leases completely.** Not knowing what’s in the lease doesn’t excuse you from responsibilities.
- 2) **Put agreements in writing.** Agreements are hard to prove if they are not in writing. If the landlord tells you he will clean the carpeting after you move in, get that in writing. If it’s important to you, then you will have to prove that this agreement existed. You can only do that if you have it in writing.
- 3) **Discuss problems with the other party.** Cooperation with the landlord is your best insurance for resolving problems.
- 4) **Notify the other party in writing.** If you can’t resolve a problem, then a statement of the problem should be put in writing promptly and sent to the landlord. You must keep a copy of the letter to prove notification has been given.

II. SIGNING A LEASE AND MOVING IN

A. BEFORE YOU SIGN

A landlord must offer a prospective tenant a written rental agreement containing the terms of rental of the dwelling unit and the terms and conditions of the landlord-tenant relationship.

In addition to the rental agreement, landlords must also give prospective tenants the statement of tenant rights and responsibilities developed by the Department of Housing and Community Development. This statement must be signed by both landlord and tenant within one month of the effective date of the rental agreement. A landlord may not sue a tenant in any court for any reason unless this statement has been signed.

RENTAL AGREEMENTS MAY NOT INCLUDE:

- Provisions where the tenant can agree to give up any tenant rights or remedies, or agree to waive any of the landlord’s responsibilities or liability. These provisions are unenforceable by a court and a tenant can recover damages and court fees from a landlord attempting to enforce any such provision.

- Provisions demanding or accepting payment of any fee, charge, or other thing of value from any provider of cable television service, cable modem service, satellite master antenna television service, direct broadcast satellite television service, subscription television service, or service of any other television programming system in exchange for granting a television service provider mere access to the landlord's tenants or giving the tenants of such landlord mere access to such service.

Protecting status of Domestic Abuse Survivors: A landlord must consider a person's status as a domestic abuse survivor when reviewing a credit score in a rental application. Survivor status can be shown by a court order, police report, or letter from a sexual & domestic violence program, housing counselor, or attorney.

Prohibition on using negative credit information arising from the COVID-19 pandemic against tenants or applicants for tenancy: A landlord who owns more than four rental dwelling units or more than a 10 percent interest in more than four rental dwelling units, whether individually or through a business entity, in the Commonwealth, shall not take any adverse action against an applicant for tenancy based solely on payment history or an eviction for nonpayment of rent that occurred during the period beginning on March 12, 2020, and ending 30 days after the expiration or revocation of the state of emergency declared by the Governor related to the COVID-19 pandemic. This protection is set to expire either seven years after the expiration of any state of emergency declared by the Governor related to the COVID-19 pandemic or on July 1, 2028, whichever is later.

B. WRITTEN LEASES

A lease is a contract. You should read and understand all sections of the lease before signing. If a lease is signed by the tenant and the landlord, a copy shall be provided to the tenant within 1 month. Payment of rent by a tenant or collection of the rent by a landlord can create a lease between the parties even if a written lease has not been signed.

If a landlord fails to offer a written agreement, the following default conditions will be applied by law: the lease will last for 12 months and will not be automatically renewed (except for a month-to-month lease). Rent is due on the first of each month in equal installments. If the amount of each installment is not agreed upon, they will be set at "fair market rent." Rent is late if not paid by the fifth of each month, and landlords may charge late fees. Landlords may also require a security deposit. This does not prevent landlord and renter from creating a written rental agreement during the 12-month period.

C. ORAL AGREEMENTS

An oral agreement needs to be put in writing to be easily enforced. Example: if a landlord tells a tenant that a dwelling will be painted, that promise should be put in writing to become part of the rental agreement.

D. DISCLOSURE

At the time of move-in, the landlord must give the tenant written notice of the name and address of: 1) the person or persons authorized to manage the premises, and 2) the owner, or person who acts in legal matters for the owner.

Tenants moving in must be notified of any planned conversion in the next 6 months that would displace them. If the property is sold, the landlord must notify the tenant of the name, address, and phone number of the new owner.

In addition, if the property is a multifamily dwelling unit located in any locality in which a military air installation is located, a prospective tenant shall be provided with a written disclosure that the property is located in a noise or accident potential zone, or both, as designated by the location on its official zoning map. If such a disclosure is not provided, a tenant may terminate the lease agreement anytime during the *first 30 days* by sending to the landlord a written notice of termination by certified or registered mail.

TENANTS AFFECTED BY FAULTY CHINESE MANUFACTURED DRYWALL

If a landlord has knowledge of the existence of defective drywall with origins of Chinese manufacturing that has not been remedied, the landlord must provide prospective tenants with a written disclosure that the property contains such defective drywall.

- Any tenant not provided with the written disclosure above may end his or her lease within 60 days of discovering the defective dry wall. If a tenant wishes to end his or her lease early, the landlord must be notified in writing.
- Termination of the lease is the only remedy that a tenant has for a landlord's failure to disclose the defective dry wall to the tenant.

NOTE: EFFECTIVE July 1, 2014, if the landlord has actual knowledge that the property was previously used to manufacture methamphetamine (meth) and has not been cleaned according to Department of Health guidelines, the landlord must provide written disclosure before renting the property. If the landlord did not disclose, then the tenant may end the lease agreement within 60 days of discovering that the property was used to manufacture meth and not cleaned by the guidelines. The tenant must provide a written notice to the landlord and terminate the lease within one month after sending that notice to the landlord.

E. SECURITY DEPOSITS

Before a tenant moves into a unit, the landlord may require the tenant to pay a security deposit. Here are some important facts about security deposits:

1. Security deposits cannot exceed the amount of 2 months' rent, even without a written agreement.

2. Landlords may allow tenants to provide security deposit insurance for all or part of the security deposit requirement. Security deposit insurance guarantees an amount of money to the landlord to pay for damage to the rental unit that would normally be withheld from the security deposit, so that a tenant can get their deposit back faster and make moving easier.
3. When a tenant moves, the landlord may withhold all or some of the security deposit. The landlord may legally withhold the security deposit for things like unpaid rent (including late fees), damage caused by the tenant beyond reasonable wear and tear, and utility fees upon move-out.
4. Landlords can require tenants to pay the premiums for damage insurance, renter's insurance, or both. These payments are rent, and the tenant will never get them back. However, a landlord cannot require a tenant to pay more than two months' rent in security deposits, damage insurance, and renter's insurance combined.

Note: Where a landlord obtains damage insurance or renter's insurance for the tenant, the landlord shall name the tenant as a "co-insured."

If a tenant allows insurance required by the rental agreement to lapse the landlord may provide any landlord's renter's insurance to cover the tenant. The tenant will have to pay that coverage until they provide written documentation of a reinstated insurance.

5. A landlord may also require a refundable application deposit and a nonrefundable application fee.

Effective July 1, 2014, landlords are no longer required to pay interest on security deposits.

Many disputes occur between landlords and tenants over the amount of money that the landlord can legally withhold from a security deposit. For information about the law governing the return of the security deposit, see page 23.

F. INSPECTION OF THE DWELLING

An inspection of the dwelling unit when it is first occupied is very important. This inspection can ensure your security deposit is returned to you. An inspection checklist should note all damages or defects to the property in each room (such as problems with or damage to windows, doors, woodwork, ceilings and walls, floors, cabinets, plumbing pipes and fixtures, structural systems, and appliances).

The inspection checklist should also indicate whether there is any visible evidence of mold in the unit. If there is visible evidence of mold, the tenant may reject or accept the tenancy.

If the tenant decides to accept, the landlord shall promptly remediate the mold condition, reinspect the dwelling to confirm that there is no visible evidence of mold in the dwelling, and prepare a new report stating that there is no visible evidence of mold in the dwelling unit upon reinspection. This must be done no later than 5 business days after the tenant chooses to accept.

The landlord has 3 options for inspection:

- 1) Inspect the dwelling unit themselves and provide a copy of itemized damages to the tenant within 5 days of occupancy. The tenant may request additional items to be added or object to any item on the list within 5 days of receiving the landlord's report, after which the report is deemed correct and final.
- 2) Adopt a written policy to allow the tenant to submit the itemized damage list within 5 days of occupancy. The landlord can object to any item on the list within 5 days of receiving the tenant's report, after which the report is deemed correct and final.
- 3) Adopt a written policy to provide that the landlord and tenant shall prepare the inspection report jointly. In this case the report is deemed correct and final after it is signed by both landlord and tenant.

If the landlord does not follow any of these three options, a tenant should still submit an itemized damage list of their own.

G. TENANTS IN FORECLOSED PROPERTIES

Virginia Law

A landlord must notify a tenant in writing within 5 business days of the landlord receiving written notice from their mortgage lender of a mortgage default, of mortgage acceleration, or of a foreclosure sale.

- If the landlord fails to provide the notice required, the tenant has the option to immediately terminate the lease agreement upon 5 business days' notice to the landlord and is entitled to a return of the security deposit in accordance with the law or the rental agreement, whichever is applicable.
- If the dwelling is vacant, the landlord must disclose to any prospective tenants in writing at or before the start of tenancy of a mortgage default, notice of mortgage acceleration or notice of foreclosure sale relating to the dwelling unit.
- The landlord is not required to notify tenant if the managing agent does not receive written notice from the mortgage lender or if the tenant provides a copy of written notice from the lender to the landlord (such as if the notice comes to the rental property and the tenant gives the notice to the landlord.)

NOTE: A tenant who entered into a lease before a notice of foreclosure may remain in the foreclosed property until the end of the lease unless the property is purchased by a bona fide purchaser who will reside in the property as their primary residence. In which case, the tenant must receive 90 day notice before being forced to vacate.

III. DURING THE RENTAL AGREEMENT

Landlords and tenants both have specific rights and responsibilities during the lease. It is important to know these rights and responsibilities. Otherwise, both landlords and tenants may unknowingly violate the law.

A. TENANT'S RESPONSIBILITIES

1. PAYMENT OF RENT

Rent must be paid at the time and place designated by the landlord, and in the form requested (cash, check, money order).

Effective July 1, 2014, landlords may require that tenants pay the government or service fees for energy sub-metering if the technology is included in the home and if the lease allows for these payments. They are non-refundable and count as rent. Late charges for failure to make a timely payment for sub-metering may not exceed \$5.

Failure to pay rent when due, including repeated late payment of rent, or the voluntary withholding of rent (for whatever reason) may be a violation of the rental agreement. This may cause the landlord to take the following protective measures allowed by law:

- a) **Fourteen day pay-or-quit notice:** The landlord may issue a notice giving the tenant 14 days to pay the rent in full or vacate the premises. Previously 5 days, COVID-19 protections have extended the pay-or-quit time frame. However, such protections are set to expire July 1, 2022.
- b) **Unlawful detainer warrant:** If full payment of rent is not made within 14 days and the tenant fails to vacate, the landlord has the right to begin eviction proceedings against a tenant in the local general district court. However, it does not relieve a tenant of his obligation to fulfill the terms of the rental agreement. Landlords may ask the court to amend the amount of rent that they claim from their tenant, but may not file additional unlawful detainer actions in order to update their claim.
- c) **Eviction:** The eviction will be dismissed if the tenant pays all rent that is owed (plus reasonable late charges and attorney fees, if any, and court costs) to the landlord or into the court 48 hours before the sheriff executes the writ of possession. See “The Eviction Process” on page 20 for more details.

If the tenant disputes the amount of rent owed, they must appear on the return date to get a second court date for a hearing on the dispute. If they do not appear, the court will enter a default judgment for the landlord. If the court enters a judgment for possession in favor of the landlord at the first or second court date, the tenant has 10 days to appeal to Circuit Court and post an approved bond. The amount required for a bond shall be the claimed outstanding rent, plus any late fees and relevant legal costs. Otherwise, on the 11th day, the local sheriff can serve a writ of eviction to forcibly evict the tenant and his/her belongings. If the tenant does not voluntarily move within 72 hours of being served the writ of eviction, the sheriff can return to forcibly evict the tenant and his property.

After the court enters an order for possession, the landlord has 180 days to request a writ of eviction. The landlord may cancel their writ and request another one if still within 180 days. The sheriff must execute the writ of eviction within 30 days of the writ being issued by the court. Otherwise, it is invalid and may not be used.

Effective July 1, 2019, if a tenant does not pay owed rent and related fees by their first court date, they may still get their eviction dismissed if they pay the claimed amount to the landlord or the court no less than two business days before the date that the sheriff is scheduled to serve the writ of eviction.

VIRGINIA RENT RELIEF PROGRAM (RRP): Depending on availability of funds and household need, the RRP may provide financial assistance for rent payments for eligible households. This includes financial assistance for rent payments past due beginning April 1, 2020 and onward with opportunity for renewal based on availability of funding and the household's need for additional assistance and continued eligibility.

Note: Chesterfield County and Fairfax County are administering separate local programs.

The RRP will provide financial assistance on behalf of renters who meet the following criteria:

- Have a valid lease in their name or other documentation confirming the landlord-tenant relationship; and
- Have experienced a negative financial impact due to the Coronavirus pandemic,
- Have a rent amount that is at or below 150% Fair Market Rent (FMR), or
- Have a gross household income at or below 80% area median income (AMI) (based on current month's income). The determination of income includes any unemployment insurance received by a member of the household but does not include one-time payments such as a stimulus check.

The Center for Disease Control (CDC) has also issued a temporary moratorium on evictions for nonpayment of rent nationwide due to the COVID-19 pandemic which is set to expire on October 3, 2021. To be eligible for the CDC's eviction moratorium, renters must meet the following qualifications:

- 1) You have used your "best efforts" to obtain government rental assistance from your state;
- 2) You do not expect to earn more than \$99,000 in 2021 (or \$198,000 if you are married and filed a joint tax return), or you did not need to report income to the federal government in 2020, or you received an Economic Impact Payment (stimulus check) this year;
- 3) You have been experiencing a "substantial" loss of household income because of a layoff or reduced work hours, or you have "extraordinary" out-of-pocket medical expenses (defined as an unreimbursed medical expense that exceeds 7.5% of your adjusted gross income for the year);
- 4) You have been making your best effort to make partial rent payments as close to the full amount due as possible; and

- 5) Being evicted would cause you to become homeless or you would have to move in with a friend or family member (live “doubled up”).

AND

If you meet all of these conditions listed above, you must provide a signed declaration to your landlord: https://www.cdc.gov/coronavirus/2019-ncov/downloads/EvictionDeclare_d508.pdf While the CDC’s order does not require you to provide any proof with the declaration, landlords may challenge tenants’ declarative statements. Tenants should keep all documents on hand in case a court allows your landlord to challenge the declaration. The CDC’s order does not require that a tenant’s financial hardship be COVID-related.

UNDER VIRGINIA LAW, A LANDLORD CANNOT FORCIBLY EVICT A TENANT ON HIS OWN. THE LANDLORD MUST USE THE COURTS TO DO SO. THUS, IT IS ILLEGAL FOR A LANDLORD TO LOCK OUT A TENANT OR TERMINATE THE TENANT’S UTILITIES ON THEIR OWN.

The estimated length of time from the 14 day pay-or-quit notice to actual forced eviction of the tenant is about 30 days without a hearing. An extra 2-4 weeks are required with a hearing.

Charges for late rent: Effective April 22, 2020, a landlord may charge a late fee of no more than 10% of the periodic (monthly or weekly) rent, or 10% of the remaining balance due and owed, whichever is smaller, and only if the late fee is provided for in the written lease agreement. If the late fee is not in the written lease a landlord may not enforce one.

Rent Check Drawn on Insufficient Funds: If a landlord receives, as a rent payment, a check or electronic funds transfer taken from an account without enough money to cover the value of the check or electronic transfer, OR if a stop-payment order has been placed in bad-faith by the tenant, written notice may be given to the tenant requiring payment within 5 days by cash, cashier’s check, certified check, or completed electronic funds transfer. If such payment is not received, the landlord may take action to evict the tenant just like he can when a tenant fails to pay rent. A landlord may also charge a bad check fee not to exceed \$50.00.

Eviction Diversion Pilot Program: Tenants subject to unlawful detainer cases in the cities of **Danville, Hampton, Petersburg, and Richmond** may enter a court-monitored payment plan in order to pay their rent. Tenants must appear at the first docket call of their case and request entry to the Program, and must also testify that they are employed / are able to make payments in addition to explaining why they were unable to make rent.

Several restrictions apply to tenants who wish to enter the Program. Tenants may not:

- Within the last 12 months, have been late on rent more than twice in 6 months or three times in 12 months,
- Have participated in an eviction diversion program within the last 12 months,
- Have exercised their right of redemption within the last six months, or at any point before July 1, 2020.

Tenants are required to pay 25 percent of their landlord's requested amount up-front. Over the next three months, they must then pay 25 percent of the amount by the fifth day of each month.

Landlords should give written notice to the court clerk and to the tenant if the tenant misses a payment under the plan. The tenant will then have 10 days to file an affidavit stating that the rent has actually been paid. Failure to make a payment under the program may lead to accelerated eviction proceedings and further legal judgments.

Landlords are not prohibited from filing additional unlawful detainer actions for non-rent violations (e.g., disturbing other tenants). Landlords and tenants may also enter payment agreements outside of the Program.

The Eviction Diversion Pilot Program goes into effect on July 1, 2020, and will expire on July 1, 2023.

2. MAINTAINING A CLEAN AND SAFE DWELLING

A tenant has the obligation to maintain a clean and safe dwelling. Tenants must:

- 1) Conduct themselves and require their visitors to conduct themselves in a manner that doesn't violate the peace and enjoyment of the neighbors;
- 2) Not deliberately destroy or damage any part of the dwelling;
- 3) Abide by all reasonable and lawful rules and regulations of the lease;
- 4) Use all utilities, facilities, and appliances in a reasonable manner;
- 5) Keep all fixtures as clean as their conditions permit;
- 6) Regularly remove all garbage and waste and dispose of it in appropriate facilities;
- 7) Keep their house or apartment in a clean and safe condition;
- 8) Comply with all applicable housing and fire codes;
- 9) Not remove or tamper with a working smoke alarm—or carbon monoxide alarm installed by the landlord so as to make it not work (including removing working batteries) and maintain all smoke alarm;
- 10) Maintain the carbon monoxide alarm in accordance with the uniform set of standards for maintenance of carbon monoxide alarms established in the Uniform Statewide Building Code.
- 11) Keep their house or apartment free from insects and pests and promptly notify the landlord of any insects or pests; and
- 12) Refrain from painting, disturbing paint, or making alterations to dwellings containing landlord-disclosed lead-based paint without prior written consent from the landlord if the rental agreement requires such consent.
- 13) Refrain from removing any timber from landlord's property without landlord's permission.
- 14) Use care to prevent pets from causing personal injury in the dwelling.

A local law enforcement officer may issue a summons or a ticket for violations of the Uniform Statewide Building Code to the lessor (tenant) or sub lessor (another tenant occupying the dwelling in place of the original tenant for a period of the lease) so long as a copy of the notice is served on the owner of the building/property as well.

What can a landlord do if a tenant violates any of the above obligations?

A landlord must notify a tenant in writing of a violation. If the tenant violates one of the above obligations, the tenant no longer has the right to repair, replace or clean a damaged item in the dwelling. Once the landlord notifies the tenant in writing of a violation the landlord may enter the dwelling and have the work done (or hire someone else to perform the work) and bill the tenant. The bill will be due when the rent is due next.

B. LANDLORD’S RESPONSIBILITIES

A landlord must make all repairs and do whatever is necessary to maintain a dwelling in fit and habitable condition. The landlord must:

- 1) Supply running water and reasonable amounts of hot water at all times, air conditioning (where installed) and reasonable heat in season.
- 2) Maintain in good and safe working order all electrical, heating, plumbing, sanitation, ventilation, air conditioning, and other facilities (including those required by any state or local housing or health code) and appliances supplied, or required to be supplied, by the landlord.
- 3) Keep all common areas shared by two or more dwelling units of multifamily premises clean, in structurally safe condition, as well as provide and maintain appropriate waste receptacles in common areas.
- 4) Provide and maintain in common areas appropriate receptacles for collection, storage, and removal of ashes, garbage, rubbish, and other waste within the expected range when two or more dwelling units dispose of trash there.
- 5) Maintain premises to prevent the accumulation of moisture and the growth of mold. Where there is visible evidence of mold, the landlord must promptly remediate the mold conditions and re-inspect the dwelling unit to confirm that there is no longer visible evidence of mold.
- 6) Comply with requirements of applicable building, housing, health, and fire codes. (Landlords must also comply with local zoning ordinances limiting the number of occupants in a dwelling unit.)
- 7) Maintain any carbon monoxide alarm that has been installed by the landlord in the dwelling unit.

Note: Upon written request from tenant the landlord must install a carbon monoxide alarm within 90 days. The landlord may charge a fee to cover the costs.

A landlord may be liable for the tenant’s actual damages caused by the landlord’s failure to perform these responsibilities.

The landlord and tenant may agree in writing that the tenant perform some of the above specified duties and specified repairs, maintenance tasks, alterations, and remodeling, but only if the

transaction is entered into in good faith, and not for the purpose of evading the obligations of the landlord, and if the agreement does not diminish or affect the obligation of the landlord to other tenants.

A tenant who is a victim of domestic violence and who has obtained a protective order excluding a co-tenant or other authorized occupant from the premises may request the landlord to install a new lock at the landlord's expense.

A tenant may make a written request to his or her landlord to produce a record of all charges and payments over the course of the entire tenancy or a 12-month period (whichever happens to be shorter) and this report must be given within 10 business days of receiving such request.

A tenant must present written authorization from the landlord in order to have water and sewer service placed in his name by the locality (unless the locality adopts a resolution not requiring the authorization). A tenant may also be required by the local water and sewer authority to pay a security deposit equal to 3 to 5 months of water and sewer charges. This deposit may be waived where the tenant presents documentation showing that he receives need-based rental assistance.

What can a tenant do if the landlord violates the above obligations? A tenant must notify a landlord in writing of any violation. A landlord's failure to take action within 30 days is considered an unreasonable delay. If a landlord fails to supply an *essential service* (heat, running water, hot water, electric, or gas) a tenant may be able to recover damages or find other housing until the essential service is supplied. The tenant may also choose to file a complaint with the local building department or housing inspector and request an on-site inspection to determine whether code violations exist. Local building departments must enforce the Uniform Statewide Building Maintenance Code if a violation of the Unsafe Buildings Section does exist. This includes the counties of Caroline, King George, Spotsylvania, Stafford, and the City of Fredericksburg.

Requesting non-emergency repairs: Tenants requesting repairs must give written notice to the landlord of the needed repairs and wait 14 days. If repairs are not made within 14 days, they can contract with a licensed contractor or pesticide business to get the needed work done, or pursue any of the remedies detailed below, such as filing a Tenant's Assertion. The cost cannot be more than \$1,500, or one month's rent, whichever is higher. The tenant can deduct the cost of the repairs from the rent by giving the landlord an itemized statement of the work and a receipt for the work.

After 30 days (or sooner in the case of an emergency) a tenant may take the following actions:

1. Rent Escrow (Tenant Assertion)

If a tenant wishes to continue living in the dwelling (with violations corrected), the next rent payment may be placed into a *rent escrow* account in the General District Court within 5 days of the rent due date. (A tenant may not simply stop paying rent on his own). A rent escrow account is set up by the court to hold the tenant's rent payments

until the dispute between the tenant and landlord is settled. Once an account is established, a court hearing may be held. At the hearing the court determines the validity of the tenant's claim and decides what to do with the funds.

2. Tenant's Assertion and Complaint

Where the tenant claims adverse conditions are present such as fire hazards, serious threats to life, health or safety of the occupants such as lack of running water or proper utilities, or an infestation of rodents, the tenant may pay their rent in an escrow account. The tenant proceeds by stating their assertion in a general district court where the property is located by declaring all relevant facts and asking for one or more forms of relief such as termination of the rental agreement or utilizing payment to apply towards fixing the issue(s).

- Prior to granting any relief the tenant must prove that the landlord was notified by written notice about the conditions OR was notified of the conditions by a violation or condemnation notice from an appropriate state or municipal agency AND the landlord still refuses to remedy the problem(s). The period of time deemed unreasonable for the landlord to delay remedying the problem(s) is left to the judgment of the court, but anything beyond 30 days is generally unacceptable. All escrowed funds will be returned to the tenant if the conditions have not been remedied within 6 months and if the landlord has not made reasonable attempts to remedy.
- The court will schedule a hearing within 15 days of service of process upon the landlord notifying him of the conditions present along with the rent being paid to an escrow account until further notice. The court will schedule a hearing earlier in cases of emergencies such as lack of heat in winter conditions.
- If the tenant is successful in a Tenant's Assertion, and asks the court to end the lease early, then the court may order the lease to terminate within 30 days of the hearing.
- Tenants who are successful in their assertion may also ask the judge to order the landlord to pay their court costs and attorney fees.

3. Injunction

For serious violations affecting health or safety, the tenant may seek an emergency order (injunction) from the circuit court. Such an order will require the assistance of a lawyer and may order a landlord to correct violations in the Uniform Statewide Building Code or a local building, housing, health, or fire code.

4. Termination of Lease

If a tenant wishes to terminate a rental agreement for a serious violation and/or continuous violation, he/she must send the landlord a written notice stating that the lease will terminate in 30 days if the violations are not corrected within 21 days, unless the rental agreement provides for a different notice period.

A tenant may use the rent escrow process even if he has received prior late payment notices, and it may serve as a defense to a landlord suit that is based upon nonpayment of rent.

The landlord and the tenant may agree in writing to early termination of a rental agreement.

Subsidized Housing: All landlords must put on any notice terminating a subsidized tenancy the statewide legal aid telephone number and website address. The notice will not be effective without this information.

A Public Housing Authority that wishes to demolish or dispose of housing must give 12 months' advance notice to the Virginia Housing Development Authority (VHDA), to any agency giving rental assistance to tenants who would be displaced, and to each individual tenant before filing a demolition application with HUD. The notice must say:

- The expected date an application to demolish or dispose will be given to HUD.
- The name, address, and phone number of the local legal aid program.
- Instructions how to get more information about the application and timeline.
- Instructions how to give written comments to the PHA about the demolition or disposal.

During this 12 month period, the PHA cannot increase rent, change leases, or evict residents except as allowed by law.

A landlord shall provide a tenant with a written receipt, upon request of the tenant, whenever the tenant pays rent in the form of cash or a money order.

NOTE: Virginia's landlord-tenant Acts do not apply to persons living in transient lodging (such as motels) as their primary residence for less than 90 consecutive days.

C. RIGHT OF ACCESS BY THE LANDLORD

The right of access by a landlord is restricted. The landlord must give the tenant reasonable notice (generally at least 72 hours) and enter the dwelling at reasonable times. The landlord may enter without the tenant's consent in case of emergency or to perform maintenance work that was requested by the tenant. In addition, during the pendency of an unlawful detainer filed by the landlord against the tenant, the landlord may request the court to enter an order requiring the tenant to provide the landlord with access to such dwelling unit.

Refusal by tenant to allow access: A tenant must also be reasonable and must consent to the landlord's request to inspect the premises and make necessary repairs.

Abuse of access by landlord: A landlord may not abuse the right to access or use it to harass a tenant.

During health-related states of emergency, such as a pandemic, the tenant can provide the Landlord with written notice saying that the Landlord cannot enter for non-emergency maintenance. If notified, the Landlord can only enter once every six months, with seven days'

written notice, at a time consented to by the tenant, and Landlord's employees and agents must wear any personal protective equipment required by state law.

The landlord has no other right to access except by court order or permitted by law, or if the tenant has abandoned and surrendered the premises.

D. TEMPORARY RELOCATION OF THE TENANT FOR NON-EMERGENCY REPAIRS

A landlord, in his discretion, can decide to relocate a tenant for up to 30 days in order to perform non-emergency repairs on a unit. The landlord must give at least 30 days' notice before any such relocation, the relocation must be to a comparable dwelling unit or hotel selected by the landlord and the relocation must come at no cost to the tenant.

The tenant is responsible for paying the existing rent for the relocation period. A tenant who fails to cooperate with a landlord's request for relocation has violated the rental agreement unless the tenant agrees to terminate the rental agreement during the 30-day notice period.

NOTE: Landlords are NOT responsible for paying for mold removal and tenant temporary housing IF the mold is caused by the tenant's failure to maintain the dwelling. Also, a tenant cannot terminate the lease if the landlord has remedied the mold in accordance with professional standards.

NOTE: If fire or casualty damage or destroy the unit so as to substantially impair a tenant's enjoyment of the dwelling unit or so as to require the tenant to vacate to accomplish the required repairs, the tenant may terminate the lease by vacating and giving notice within 14 days after leaving. The landlord may terminate the lease after a 30-day notice to the tenant expires. The landlord must return all security deposits and prepaid rent unless he reasonably believes the tenant caused the damage or casualty.

E. ADDITIONAL RULES AND CHANGES IN RENTAL AGREEMENTS

A landlord may adopt rules or regulations concerning the tenant's use and occupancy of the dwelling unit and premises. Regulations are enforceable only if:

- 1) Its purpose is to promote the convenience, safety, or welfare of the tenants in the premises, preserve the landlord's property from abusive use, or make a fair distribution of services and facilities held out for the tenants generally;
- 2) It is reasonably related to the purpose for which it is adopted;
- 3) It applies equally and fairly to all tenants;
- 4) It is written explicitly enough to fairly inform a tenant of what they are required to do or is prohibited from doing to comply;
- 5) It is not for the purpose of evading the obligations of the landlord; and

- 6) The tenant has been provided with a copy of the rules and regulations or changes to such rules and regulations at the time he enters into the rental agreement or when they are adopted.

What changes are allowed after the lease has been signed?

- Minor changes: such as adding new parking rules are allowed.
- Substantial changes: such as increasing the security deposit or adding new restrictions on subleasing are not allowed before a lease expires unless the tenant agrees to them in writing.
- Changes in ownership: If the dwelling is sold, except in the case of foreclosure, the new owner is bound to honor any rental agreement in place when the dwelling was sold.

No unilateral change in the terms of a rental agreement by a landlord or tenant shall be valid unless (i) notice of the change is given in accordance with the terms of the rental agreement or as otherwise required by law and (ii) both parties consent in writing to the change.

F. RELEASE OF TENANT RECORDS

A landlord or managing authority may release to a third party certain limited information about a tenant. This information includes a tenant's rent payment record, a copy of a material noncompliance notice that has not been remedied, or a copy of a termination notice where the tenant did not remain on the premises thereafter. A landlord may also release tenant information to a third party when the tenant has given prior written consent, when the information is a matter of public record, when the information is requested by a law-enforcement official in the performance of his duties, when the information is requested via subpoena in a civil case, when the information is requested to obtain federal census information, or when the information is provided in case of an emergency, or if it is released to the landlord's attorney or collection agency.

A tenant may designate a third party to receive copies of written notices from the landlord relating to the tenancy. If a tenant designates a third party, the landlord must mail the third party a copy of any summons or notice at the same time the summons or notice is mailed to or served upon the tenant.

G. RETALIATORY CONDUCT PROHIBITED:

A landlord may not **retaliate** by increasing rent, decreasing services, bringing or threatening to bring legal action, or by causing a termination of the rental agreement after learning that the tenant has:

1. Complained to a governmental agency regarding the violation of a building or housing code,

2. Made a complaint to or filed a suit against the landlord,
3. Organized or become a member of a tenants' organization; or
4. Testified in a court proceeding against the landlord.

H. PROPERTY/HOMEOWNER'S ASSOCIATIONS

A homeowner's association or property owner's association may not:

- Condition or prohibit the rental of a unit to a tenant
- Charge any deposit from the tenant
- Evict or pressure a unit owner to evict a tenant
- Condition or prohibit the rental to a tenant of a lot by a lot owner or make an assessment or impose a charge except for service fees, common expenses, or late fees.

IV. ENDING THE RENTAL AGREEMENT AND MOVING OUT

A tenant or landlord cannot break a rental agreement before its scheduled expiration date (except for military personnel and members of the National Guard under certain circumstances). All rental agreements must be terminated in accordance with their terms and conditions and the provisions of the law. **Many tenants are unaware of the need to provide advance written notice of their intent to vacate. Failure to do so may result in fees being withheld from a security deposit.**

A. TERMINATING LEASES AND ORAL AGREEMENTS

Automatic renewal clauses: Many leases are automatically renewed unless written notice of termination is given by either party. If no notice is given, the lease is automatically renewed under the same terms specified in the renewal clause. For example, many one year leases convert to month-to-month leases at the end of the 1 year term. **Many tenants are unaware of the need to provide advance written notice of their intent to vacate. Usually tenants must give at least a month's written notice of their intent to vacate.**

If the landlord proposes any changes to a lease (such as rent increase), written notification must be given before the lease expires. Unless the tenant agrees to the change in writing, that written notice will serve as a notice to vacate the premises.

If the tenant remains in possession of the dwelling with the agreement of the landlord AND if no new rental agreement is entered into, the terms of the original agreement remain in effect and govern the new month-to-month tenancy. There is an exception: the rent must be either the original rent or a new rent that was established in the landlord's 30-day notice to the tenant that his or her lease was about to expire.

Termination of oral agreements: Written notification to terminate a rental agreement is required even when there is no written lease. Usually this notification must be given 30 days before the last rent is due.

Subsidized housing: It is important to verify requirements with your resident manager or Section 8 housing administrator when you occupy subsidized housing. Failure to follow correct procedures can result in your rental subsidy being revoked.

Mobile homes: Park owners must offer year-round residents at least one-year leases that shall automatically renew for at least one more year, unless the park owner gives a 60-day notice prior to the expiration of the first one-year lease. If the park owner and the mobile home seller have common family members or business interests, the lease shall be renewed except for good cause reasons that would otherwise justify eviction. A 180-day notice is required to terminate a rental agreement based upon rehabilitation or a change in use of a mobile home park. A mobile home park owner who wants to sell or redevelop the park for another use must – within the 180 day period – give each resident \$2,500 in relocation expenses. In Planning District 8 (most of northern Virginia), this amount is \$3,500. Relocation expenses are subject to an agreement between the owner and resident that the resident will remove the home from the park. A mobile home park owner who wants to sell the park must give 90 days' advance written notice of the asking price to each resident, and to the Department of Housing and Community Development (DHCD) for posting on its website. If the park owner gets an offer, the owner must give 60 days' advance written notice of that offer to each resident, and to DHCD for posting on its website. During that 60 days, the park owner must consider offers from a resident group representing at least 25 percent of the park residents.

NOTE: A tenant who owns his mobile home and who has been evicted from a mobile home park shall have 90 days after a judgment has been entered to sell or remove their home from the park. A mobile home park resident who has been evicted also has the option to rent the mobile home to a tenant within the 90-day post-judgment period, who will pay lot rent to the park owner, and mobile home rent to the mobile home owner.

B. RETURN OF THE SECURITY DEPOSIT

Inspection of the dwelling: A landlord is required to make an inspection of the dwelling unit after it is vacated in order to determine the amount of the security deposit to be returned to the tenant. Upon request by the landlord to a tenant to vacate, or within five days after receipt of notice by the landlord of the tenant's intent to vacate, the landlord shall provide written notice to the tenant of the tenant's right to be present at the landlord's inspection for the purpose of determining the amount of security deposit to be returned. Inspection by the landlord must be made within 72 hours of termination of the rental agreement. Following the move-out inspection, the landlord shall provide a tenant with a written security deposit dispositions statement, including an itemized list of damages. It is important for both parties to be present at the inspection so that any disagreements regarding damages may be resolved. The checklist from the final inspection should be compared to the one completed at the time the dwelling was first occupied in order to determine the amount of damages for which the tenant may be liable.

Deposit withholdings: During the tenancy the tenant must be given written notification of any deductions which will be made from a security deposit. The deductions must be itemized and sent to a tenant within 30 days of the deduction unless the deductions occur less than 30 days prior to the termination of the rental agreement.

A landlord may withhold money from a security deposit for the collection of unpaid rent (including late fees), damages caused by a tenant beyond reasonable wear and tear, reasonable utility fees, and actual damages for breach of rental agreement. A dwelling must be left clean and free of all items belonging to the tenant. Any cleaning costs that are made necessary by the conditions the tenant left behind may be deducted from the security deposit.

“Wear and Tear”: What constitutes “wear and tear” is a common cause for disagreement between landlords and tenants. Generally, wear and tear is defined as unavoidable deterioration of the dwelling and its fixtures, which results from normal use. For example, deterioration of carpeting resulting from normal traffic through a dwelling is wear and tear, but cigarette burns in the carpet are avoidable and constitute damages.

Return of the deposit: A landlord has up to 45 days after a dwelling is vacated to return a security deposit. An itemized list of withholdings must accompany the amount returned. Whoever owns or holds the rental property at the end of the lease must meet this obligation. If the deposit is not returned within 45 days, or if unreasonable withholdings are made, a tenant may seek relief through a lawsuit (warrant in debt) filed in the General District Court.

The landlord may charge a fee for returning the security deposit prior to the 45-day deadline if the lease provides for the fee and the tenant gives written notice requesting the expedited processing.

If there is more than one tenant on the rental agreement, return of the security deposit will be made by one check, payable to all tenants, unless otherwise agreed upon in writing by all tenants. The check will be sent to the forwarding address provided by one of the tenants. If no forwarding address is provided within a year of ending the tenancy by any of the tenants, the landlord should remit such sum to the State Treasurer as unclaimed property on a form prescribed by the last administrator that includes the name, social security number (if known), and the last known address of each tenant on the rental agreement.

C. THE EVICTION PROCESS

The law gives the landlord the right to repossess a dwelling following a serious violation of the rental agreement by the tenant. The eviction process may vary slightly in different localities; however there are three basic steps:

- 1) A violation of terms and conditions of the rental agreement occurs, such as nonpayment of rent, disturbing other tenants, physical destruction of the premises, etc.

- 2) A written notice is mailed to the tenant, or hand delivered by the landlord or his agent, specifying the act(s) and omission(s) constituting the violation, and stating that the rental agreement will terminate as provided in the notice.
- a. **Correctable violations:** If the violation is correctable by repairs, payment of damages, or other actions and the tenant adequately corrects the violations prior to the date specified in the notice, the rental agreement will not terminate. The correction period is usually 21 days. The rental agreement usually terminates within 30 days of the notice date if the violations are not corrected within 21 days.
 - b. **Non-correctable violations:** If the violation is not correctable or has occurred before, the landlord may terminate the rental agreement with a straight 30 day notice. Eviction notices can be reduced from 30 to 15 days for tenants who have committed a criminal or willful act which is not remediable and which poses a threat to the health or safety of other tenants (e.g., illegal drug activity).
 - c. **Delinquent rent:** If the notice is for unpaid rent, and the tenant fails to pay rent within 14 days after receiving notice, then the landlord may terminate the rental agreement and seek possession of the dwelling unit.

Even if the landlord does not file a lawsuit for unpaid rent, he is still able to recover rent that is due or owing, late charges and fees provided for in the rental agreement, and any reasonable attorney's fees and court costs.

3) The landlord seeks to obtain possession of the dwelling by filing a request with the clerk of the General District Court to issue a “summons for unlawful detainer” on the tenant advising him when to appear in court. The landlord must present a copy of the notice they gave to their tenants and have it entered into evidence. If the court finds on the return date or trial date that the tenant has no legal right to the dwelling, the tenant is ordered to vacate the unit by a specific date (usually within 10 days) or face forcible eviction by the sheriff. The tenant has 10 days to appeal to Circuit Court and post an approved bond. The amount required for a bond shall be the claimed outstanding rent, plus any late fees and relevant legal costs. Otherwise, on the eleventh (11th) day the local sheriff can serve a writ of eviction to forcibly evict the tenant and his/her belongings. If the tenant does not voluntarily move within 72 hours of service, the sheriff can return to forcibly evict the tenant and his property.

If a landlord sues to evict for nonpayment of rent that was unpaid during the COVID-19 state of emergency, a tenant who is a defendant in the unlawful detainer action shall be granted a 60 day continuance of the action from the first court date if the tenant appears on the court date and provides written proof that they have been affected by the COVID-19 emergency.

After the court enters an order for possession, the landlord has 180 days to request a writ of eviction. The landlord may cancel their writ and request another one if still within 180 days.

The sheriff must execute the writ of eviction within 30 days of the writ being issued by the court. Otherwise, it is invalid and may not be used.

The landlord may choose to continue his **monetary claims** for up to 120 days in order to establish the final rent and damages due.

The court may order, at the request of the landlord, that the tenant pay rent due (and future rent as it becomes due) into escrow in order to continue the case or set the matter off for trial. However, the court shall not order rent payments into escrow if the tenant asserts a good faith defense.

NOTE: A landlord cannot take the rental property back by diminishing services/utilities or restricting access to the unit UNLESS the refusal complies with BOTH an unlawful detainer action from a court AND the execution of a writ of eviction. Any rental agreement that states otherwise is unenforceable by law even if the landlord only owns a single rental property.

RENTING A MOTEL ROOM: A person occupying a hotel, motel, extended stay facility, vacation residential facility, boardinghouse, or similar lodging as his or her primary residence for fewer than 90 consecutive days can be evicted by the owner of the establishment without following the procedure detailed above. The owner of the transient lodging must provide fourteen-day written notice of nonpayment to a person living there. When the fourteen-day notice has expired and the lodger has not paid in full, the owner may evict the lodger by changing the locks, shutting off utilities, or removing belongings (known as “self-help” eviction.)

However, if the person occupying the hotel or other lodging resides there as his or her primary residence for more than 90 consecutive days or is subject to a written lease for more than 90 days, that lodging will be treated as a dwelling unit subject to landlord-tenant law, including the prohibition against self-help eviction. After 90 consecutive days of residence, the owner of the lodging place must follow the eviction procedures detailed in the Eviction section of this guide.

Tenant Liabilities: Moving out within 14 days of receiving a notice of delinquent rent does not automatically release the tenant from his obligations. A judgment may be entered against the tenant, requiring payment of rent until the rental agreement expires or until a new tenant enters, whichever comes first. In some cases, the tenant’s wages may be garnished to ensure payment. In some cases, a tenant may also be liable for the landlord’s attorney’s fees.

Limitations to Landlord Actions (No self-help evictions): It is illegal for a landlord to remove or exclude the tenant from the premises, or deny essential services such as utilities, until the Court orders an eviction and the sheriff enforces it.

Any provision in any rental agreement allowing a landlord to take possession through terminating necessary utilities or lock-out is unenforceable. A tenant can file a Petition for Relief from Unlawful Exclusion in General District Court against a landlord who uses unlawful tactics to evict the tenant. Starting July 1, 2020, a tenant can get temporary relief even if the landlord has not been served, and even if the landlord is not in court. This is an *ex parte* order. The tenant must have made a good faith effort to notify the landlord of the filing of the petition and the hearing. If temporary relief is granted, there must be a full hearing within five days.

Waiver of Landlord's Rights: Unless the landlord accepts the rent with reservation and gives the tenant written notice of such acceptance within 5 business days, a landlord accepting full or partial payment of rent with knowledge of material noncompliance with the rental agreement waives or gives up the right to terminate the rental agreement. If a landlord has given the tenant written notice that rental payments are accepted with reservation, the landlord may accept full payment and still be entitled to receive an order for possession terminating the rental agreement. An important exception to the rule arises if the tenant's violation involves or constitutes a criminal or willful act that is not remediable and poses a threat to health or safety. In that case, the landlord may immediately terminate the agreement and seek possession of the premises.

NOTE: If a landlord enters into a new written agreement with the tenant prior to eviction, an order of possession obtained before the new rental agreement is not enforceable.

Redemption of Tenancy: The law gives the landlord the right to terminate a rental agreement and repossess a dwelling unit following a serious violation of the rental agreement by the tenant. However, in the case of nonpayment of rent, if a tenant pays all rent and arrears, along with any reasonable attorney fees and late charges and other charges and fees as contracted for in the lease and any court costs, all proceedings for eviction or unlawful detainer will cease even if the landlord says rent was accepted "with reservation." The court decides any dispute between the parties regarding amount owed. **This "right of redemption" of tenancy used to be exercised by the tenant ONLY ONCE during any 12 month period, but now the tenant can redeem the tenancy any time within a twelve-month period. Exception: Landlords with four or fewer units can say in writing that they will permit redemption only once per year.**

As of July 1, 2019, you have another chance to use the **right of redemption**, even after the first court date. If you can get together the amount of money listed above, and add sheriff's fees to that amount, you can pay that to your landlord no later than 2 business days before your scheduled eviction – that's the date on the notice given to you by the sheriff, after the landlord gets a **judgment** and has a **writ of possession** issued telling the sheriff to set up the eviction. Make sure you keep a record of how much money you pay the landlord and when you pay them. Also, the law requires this payment to be made by cashier's check, certified check, or money order.

Please remember: If the Landlord has four or fewer units, the Landlord can notify the tenant in writing that the tenant can use the right of redemption only once every twelve months. Landlords with five or more units cannot restrict the number of times per year that a tenant can redeem the tenancy.

Expunging Dismissed Eviction Lawsuits in General District Court: Starting January 1, 2022, if an eviction lawsuit is dismissed and more than six months have passed, the tenant can petition the court to expunge (remove) the court record.

Special Protection for Victims of Domestic Violence: An act of violence that occurs in a dwelling unit or on the premises may qualify as material noncompliance with the rental agreement that could justify eviction. However, a tenant who is a victim of family abuse may be protected from eviction (1) if she notifies the landlord of the abuse and the landlord then bars the perpetrator from the dwelling unit, *or* (2) if she obtains a protective order against the perpetrator.

A person who is not a tenant or authorized occupant in the dwelling unit and who has obtained an order from court granting such person possession of the premises to the exclusion of one or more co-tenants may provide a copy of such order to the landlord and submit a rental application to become a tenant within 10 days of such an order. If such person meets the landlord's rental criteria, they may become a tenant. If such person does not meet the criteria, they have 30 days to vacate after the landlord gives written notice of rejection.

To qualify for protection, a tenant who is a victim of domestic violence must:

- 1) within 21 days of the alleged offense, provide written documentation to the landlord that corroborates her status as a victim of family abuse and shows that the perpetrator has been excluded from the dwelling unit; AND
- 2) Notify the landlord within 24 hours if the perpetrator, in violation of a bar notice, returns to the dwelling unit or premises. If the tenant can prove that she did not know that the perpetrator violated the bar notice, or that it was not possible for her to notify the landlord within 24 hours, then the tenant must notify the landlord within 7 days of the perpetrator's return.

If these conditions are not met, a tenant who is a victim of domestic violence may remain responsible for the acts of other co-tenants, occupants, or guests, including the perpetrator, and may be subject to termination of the rental agreement pursuant to the lease.

Victims of family abuse, sexual abuse, and criminal sexual assault are also specially protected. These victims are allowed early termination of their rental agreements so long as they follow these steps:

The victim must EITHER:

- 1) Obtain an order of protection AND
- 2) Give written notice of termination to the landlord within the period of the protective order or the period of an extension of the protective order.
 - a. The notice of termination must include a date for the termination of the lease.
 - b. The date of termination must be at least 30 days after the date the next rent payment is due.

- c. The order of protection or the conviction order AND the written notice of termination must be provided to the landlord at the same time.

OR:

- 1) Obtain a court order convicting a perpetrator of any crime of sexual assault, sexual abuse, or family abuse against the victim AND
- 2) Give written notice of termination to the landlord (following 2a-2c above)

Rent will remain due at such time as agreed upon in the rental agreement up through the effective date of the termination.

The landlord may not charge the victim any fees or damages for ending the lease early in these situations.

Any co-tenants on the victim's lease remain responsible for the rent through the end of the original (not terminated) rental agreement. But, if the only remaining tenant is the perpetrator, the landlord may terminate the rental agreement and collect actual monetary damages for the early termination from the perpetrator.

D. DISPOSAL OF ABANDONED PROPERTY

Personal property left in the dwelling unit (or storage area) after the lease ends and the landlord regains possession can be considered abandoned at the time. The landlord may dispose of the property after 24 hours if the landlord has given the tenant proper prior written notice. A termination notice is one way, but not the only way, that the landlord may give such notice.

If a tenant who is the sole tenant under a written rental agreement still residing in a dwelling unit dies and there is no person authorized to handle probate matters for the deceased tenant, the landlord may dispose of personal property left on the premises or in the dwelling unit, provided he has given at least 10 days' written notice to the person identified in rental application as the person to be contacted in the event of the tenant's death.

The lease is considered terminated on the date of the tenant's death. The landlord does not have to seek an order of possession for the property from the court. The estate of the tenant remains responsible for actual damage caused by the tenant, but the landlord must continue to mitigate these damages.

V. UTILITY TERMINATION

Where utilities are not included in the rent and are a part of a contractual relationship between the tenant and the utility company, the Virginia State Corporation Commission (SCC) has published rules to limit the termination of service in certain circumstances:

1. **Cold Weather Terminations**: Each utility must have on file with the SCC a policy document known as a tariff. The tariff must address the utility's policy regarding cold weather terminations. These policies vary from utility to utility. Anyone faced with termination of service in cold weather season should inquire with the utility or the SCC regarding that utility's limitations on termination of service.
2. **Serious Medical Conditions**: There are now rules requiring certain public utilities to provide up to a 60 day delay of service termination for nonpayment for people with documented Serious Medical Conditions. The ONLY utilities included are investor-owned electric utilities, electric cooperatives and public utilities such as water service.
 - a. A Serious Medical Condition (SMC) is a physical or psychiatric condition that requires medical intervention to prevent further disability, loss of function or death.
 - b. A SMC is typically characterized by a need for ongoing medical supervision or the consultation of a physician.
 - c. In order to document a SMC, the treating physician must complete the SMC form and file it with the SCC (usually annually).

COVID-19 EMERGENCY UTILITY RELIEF PROGRAM:

The Commonwealth of Virginia used some of the federal COVID-19 relief funds to allow municipal utilities providing electric, gas, water and wastewater services to set up local utility relief programs for their customers impacted by COVID-19.

Each county and city set up their own utility relief programs, and each has an individual application process and eligibility requirements. Please find your municipality in the directory of municipal utility relief programs at

<https://www.dhcd.virginia.gov/sites/default/files/Docx/other/directory-of-municipal-utility-relief-programs.pdf>

- As of April 22, 2021, localities and utilities will close out the utility relief programs by November 1, 2021. This means that for purposes of the COVID-19 Municipal Utility Relief Program, the "covered period" will now cover the period of March 1, 2020, to November 1, 2021.
- Utility shutoff moratorium ends in Virginia on August 29, 2021. After that date, Virginians who owe utility companies money could have their utilities shut off. Contact the utility company before the August 29th deadline to set up a payment plan, if possible.

RENT ASSISTANCE PROGRAMS

I. SUBSIDIZED HOUSING

Based on their income, individuals and families may qualify for subsidized housing through the Section 8 and other rental assistance programs such as Section 202 (elderly and handicapped) and Section 515 (rural). Rent for this housing is generally based on 30% of the adjusted gross income of the family. The rental assistance is either tied to units in a multi-family housing complex (project-based assistance) or tied to vouchers that individuals use to shop for their own individual housing in the local housing market.

Subsidized housing is very limited in this area; therefore, waiting lists are quite long. Federal law requires, however, that priority be given to applicants who: (1) either work or live locally; or (2) who have a disability or share a household with a spouse or other adult who has a disability; or (3) who are homeless at the time of admission. Currently, there are no multi-family project-based Section 8 housing developments in Caroline or King George counties. Individuals, however, can use a “housing choice” Section 8 voucher in these two counties, as well as in Fredericksburg, Spotsylvania, and Stafford, if they find a landlord who is willing to accept the voucher. Spotsylvania and Caroline counties also have low-rent housing (Section 515) under USDA/Rural Development (formerly Farmers Home Administration).

Waiting time for qualified applicants to obtain multi-family project-based housing and vouchers can vary considerably based on factors such as: (1) whether applications are being accepted; (2) the frequency with which vacancies become available; (3) whether additional vouchers are awarded to local agencies administering the Section 8 program; and (4) whether applicants meet qualifications for preferences.

II. TAX CREDIT PROGRAMS

Virginia’s low income housing tax credit law allows landlords renting units to low-income tenants who reside in a domestic violence or homeless shelter during the 12 months preceding the lease term, as well as elderly and disabled tenants, to qualify for tax credits of 50% of the rent reductions that are allowed to such tenants. Tax credits will generally not reduce rents as much as Section 8 and other rent subsidy programs.

EMERGENCY ASSISTANCE

AVALON CENTER

3206 Ironbound Road, Suite B & D
Williamsburg, VA 23188
Hotline: 757-258-5051
Outreach: 757-258-5022

10978 Buckley Hall Road, A
Mathews, VA 23109
Hotline: 757-258-5051
Outreach: 804-725-0400
Provides emergency housing as well as counseling, legal advocacy, and youth services.

COLD WEATHER SHELTER

748 Kings Highway
Stafford, VA 22555
Phone: 540-361-7808
Provides shelter to the homeless on cold nights between November and February with no fee. Operated by Micah Ministries.

EMPOWERHOUSE

150 Olde Greenwich Drive (office)
Fredericksburg, VA 22408
Phone: 540-373-9372
Emergency Hotline: 540-373-9373
This shelter is for victims of domestic violence (and children) who are in crisis. Max. length of stay is 60 days.

THE HAVEN

PO Box 1267
Warsaw, VA 22572
Phone (Hotline): 1-800-22-HAVEN
(1-800-224-2836)
Office: 804-333-1099
The Haven in Richmond County is an emergency shelter for victims of domestic violence and sexual assault. The Haven provides individual support, crisis intervention, court and hospital accompaniment, and support groups for

victims of domestic violence and sexual assault.

MICAH HOSPITALITY CENTER

1013 Princess Anne Street
Fredericksburg, VA 22401
Phone: 540-479-4116
Provides services and support to the homeless in the Fredericksburg region. They offer advice, services, showers, clothes and meals. Operated by Micah Ecumenical Ministries.

RESIDENTIAL RECOVERY PROGRAM

1512 Princess Anne Street
Fredericksburg, VA 22401
Phone: 540-479-8302
Offers homeless individuals leaving hospitals access to health assistance, food, and shelter. Provides basic care after medical procedures. A medical referral or mental health referral is required.

LOISANN'S HOPE HOUSE

902 Lafayette Boulevard
Fredericksburg, VA 22401
Phone: 540-371-0831
Intake Hotline: 540-358-5031
Hope House is an emergency shelter that is designed to improve the quality of life for families by helping them move from homelessness to permanent housing. Educational opportunities and support services offered. Intake Hotline must be called to initiate housing.

TRANSITIONAL HOUSING

AVALON – *see emergency housing*

EMPOWERHOUSE- *see emergency housing*

THE HAVEN- *see emergency housing*

RENTAL HOUSING, **BOTH SUBSIDIZED AND NON-SUBSIDIZED**

*Individuals and families may qualify for subsidized housing based on income.
Rent is generally based on 30% of your adjusted income.*

ACADEMY APARTMENTS

3720 King William Ave.

West Point, VA 23181

Phone: 804-843-4411

Subsidized. 1 BR: \$485+; 2 BR: \$526+. Water, sewer, and trash included. Security deposit \$250.

Utility credit: 1 BR: \$110; 2 BR: \$111. Pets allowed for elderly, handicapped and disabled.

Max. income requirement \$31,200 for 1 person and \$35,640 for 2 people. Wait list.

BLANTON APARTMENTS

147 Blanton Ct.

Tappahannock, VA 22560

Phone: 804-443-2296

2 BR: \$700 - 750. Call for current rates. Water and sewer included. Security deposit \$700. 6 months min. lease term. Cats allowed; no dogs.

COLLEGE GREEN II

30 Bluebird Lane

Warsaw, VA 22572

Phone: 804-333-3944

1 BR: \$475+; 2 BR: \$628+ (based on income).

Trash included. Security deposit is 1 month's rent.

1 year lease term required. Electric and cable separate. Max. income requirements based on occupancy. No pets. Wait list.

COLONIAL BEACH APARTMENTS

343 12th St. #1

Colonial Beach, VA 22443

Phone: 804-224-9496

Accepts Section 8. 1 BR: \$662-\$750; min income requirement 1BR: \$15,888. 2 BR townhomes: \$728-866; min income requirement 2BR: \$17,472. Water, sewer, trash included. Security deposit 1 month's rent. 1 year lease min. Tenant income must be able to cover rent and electricity per month. Short wait list.

COLONIAL SQUARE APARTMENTS

10809 King William Rd.

Aylett, VA 23009

Phone: 804-769-0867

<http://colonial-squareapartments.com>

2 BR: \$875-915. Trash included. Security deposit based on credit and ranges from \$200 – maximum of 2 month rent. 1 year lease required for first year. Pets allowed with \$250 fee and \$35/ month. Breed and weight restrictions. No max income requirement. No wait list – 2 units available.

FOXCHASE APARTMENTS

695 Foxchase Dr.

Tappahannock, VA 22560

Phone: 804-443-1602

2 BR: \$650; 3 BR: \$750.

Accepts Section 8. Security deposit is 1 month's rent. Water, sewer, and trash included. 1 year lease term required. Max income requirements based on occupancy. All household have to make equal to or greater than two times the monthly rent to qualify. \$250 nonrefundable deposit for pets, which are restricted to small dogs and cats. Wait list for 3 BR.

INDIAN CREEK APARTMENTS

501 Southport Ln.

Kilmarnock, VA 22482

Phone: 804-435-2997

Subsidized. Also accepts Section 8. Rent is income based. 1 BR: \$492 - 641; 2 BR: \$599 - 785. Water, sewer, trash included. Tenants pay own utilities. Security deposit equal to 1 month's rent. 1 year min. lease term required. No pets allowed. Max. income requirements based on number of occupants.

KILMARNOCK NEW HORIZONS

288 School St.

Kilmarnock, VA 22482

Phone: 804-436-9616

Intellectual Disability Diagnosis Required.

Must be able to live independently with limited support. Subsidized. Call for leasing rates.

Water, sewer, trash included. Security deposit is 1 month's rent. 1 year lease term required.

Children allowed. Small pets allowed with \$100 deposit. Max income \$20500 - 23400.

KILMARNOCK VILLAGE

89 School St.

Kilmarnock, VA 22482

Phone: 804-435-2997

Government subsidized. 1 BR: \$751-939; 2 BR \$804-1,048. Water, sewer, trash included.

Security deposit equal to 1 month's rent. 1 year min. lease term required. Max. income requirements vary with number of occupants.

No pets. Wait list.

MONTROSS APARTMENTS

18 Willow Tree Dr.

Montross, VA 22520

Phone: 804-493-9896

Subsidized. Set Rent.

1 BR: \$477; 2 BR: \$497. Water, sewer and trash included. Security deposit equal to 1 month's rent. 1 year lease term required. Utility credit is \$75 for 1 BR and \$86 for 2 BR.

PROJECT FAITH

10073 Kings Highway

King George, VA 22485

Phone: 540-775-3492

Serves the disabled, at risk individuals, low income families, and elderly (ages 61+). 1 BR

\$445-580; 2 BR: \$600-695; 3 BR: \$850. Max. income requirements based on occupancy and total income of occupants. Monthly income 1.5x monthly rent. Service pets only.

RAPPAHANNOCK APARTMENTS

941 Winston Rd.

Tappahannock, VA 22560

Phone: 804-443-9666

Subsidized. Rent income based (50% or 60%).

1 BR: \$458 - 582; 2 BR: \$574 - 676. Water, sewer and trash included. Security deposit equal to 1 month's rent. 1 year lease required.

Utility allowance deducted from rent. Pets allowed up to 35 lbs and \$300 deposit for 1 pet and \$400 deposit for 2 pets with \$25 monthly fee/pet. Monthly income must be 2x monthly rent. Max. income requirements based on occupancy.

RIVERWOOD APARTMENTS

368 Riverwood Drive

Colonial Beach, VA 22443

Phone: 804-224-0901

Section 8 and subsidized housing.

1, 2, & 3 BR units. Rent and security deposit income based. Residents pay electric.

Wait list. Only assistance animals are permitted.

WINN COURT APARTMENTS

101 Winn Court

Tappahannock, VA 22560

Phone: 804-529-9505

POC: Lee Self Jr.

1, 2, & 3 BR units. Call for rates.

Pets are allowed, but must call for additional information. Accepts Section 8 and other subsidized tenants.

SENIOR HOUSING

KING WILLIAM VILLAGE

3155 Taylor Ave.
West Point, VA 23181
Phone: 804-843-4324

Ages 62+ or disabled residents of any age.
Subsidized - Low-Income Housing Tax Credit. 1
BR \$645+. Monthly income must be at least 3x
rent. Water, sewer, trash included. \$645 security
deposit. 1 year lease term required; Pets allowed
with \$200 fee.

WARSAW MANOR

121 Jones Lane
Warsaw, VA 22572
Phone: 804-333-9343

Ages 62+, including handicapped/disabled
residents (independent living only, does not
provide assisted living services). Subsidized. 1 &
2 BR rent based upon 30% of income. Water/
sewer included. Separate fee for washer/dryer.
Security deposit required. Application fee \$25.
1 year lease required; 30 days written notice for
anything less. \$56 (1BR)/ \$77 (2BR) utility
credit specified. Pets under 20 pounds allowed
with a \$100 deposit. Deposit is waived for
emotional support pets. Max income
requirements.

TAPPAHANNOCK GREENS

990 Winston Rd.
Tappahannock, VA 22560
Phone: 804-443-1770

Rural development community which houses
persons ages 62+, including those who are
handicapped and/or disabled (provides
independent living only, no assisted living
services). Subsidized with 1 BR rent based upon
income. Water, sewage, trash included. \$502

security deposit. 1 year lease required. Pets under
20 lbs allowed with a \$200 deposit. Max income
depends on family size.

COLLEGE GREEN I

30 Bluebird Lane
Warsaw, VA 22572
Phone: 804-333-3944

Apartments starting at \$644+. Subsidized
housing for elderly (age 61+) and disabled
residents (age 55+); Water, sewer, trash included.
1 year lease term. \$65 utility allowance. Max.
income requirements based on occupancy.
Service pets allowed.

HOLLY COURT APARTMENTS

201 Wiggins Ave., Unit 2I
Kilmarnock, VA 22482
Phone: 804-435-7916

Ages 62+. Accepts Section 8.
1 BR: \$100-330, based on income. Water, sewer
and trash included. Security deposit equal to 1
month's rent. 1 year lease term required. Utility
credit is \$64. 1 small pet allowed with \$300
deposit.

BAY AGING SENIOR HOMES- *see all listings below*

Ages 62+, including those with disabilities and special needs (though, not assisted living). Subsidized. 1 BR rent based upon 30% of income. Rent includes water, sewer, and an allowance for electricity. Security deposit is usually equal to one month's rent. Pets welcome in all properties with breed restrictions. Pet deposit, \$300. Most apartments are 526 square feet.

<http://bayaging.org/seniorapartments/>

PARKER RUN

96 Shelby Farm Rd.
Montross, VA 22520
Phone: 804-493-0151
Max income 1P: \$23,800; 2P: \$27,200

MILL POND VILLAGE

56 Mill Pond Ln.
Montross, VA 22520
Phone: 804-493-7600
Max income 1P: \$23,800; 2P: \$27,200

PORT TOWN VILLAGE

111 Port Town Ln.
Urbanna, VA 23175
Phone: 804-758-2172
Max income 1P: \$22,350; 2P: \$25,550.

THE MEADOWS

400 A Meadow Ave.
Colonial Beach, VA 22443
Phone: 804-224-4100
Max income 1P: \$38,050; 2P: \$43,450.

DAFFODIL GARDENS

5954 Garden Grove Lane
Gloucester, VA 23061
Phone: 804-695-9294
Max income 1P: \$27,800; 2P: \$31,750.

WINTERS POINT

310 Winters Point Ln.
West Point, VA 23181
Phone: 804-843-4134
Max income 1P: \$30,250; 2P: \$34,600.

TARTAN VILLAGE

112 Shamrock Ct.
Kilmarnock, VA 22482
Phone: 804-435-8884
Max income 1P \$24,500; 2P: \$28,000.

PARKER VIEW

100 Parker View Court
Williamsburg, VA 23188
Phone: 757-345-0896
Max income 1P: \$27,800; 2P: \$31,750

INFORMATION AND ASSISTANCE

BUILDING AND DEVELOPMENT/ CODE COMPLIANCE:

Inspects rental dwellings for compliance with the Uniform Statewide Building Maintenance Code.

King and Queen County: (804) 785-5975

King George County: (804) 722-8659

King William County: (804) 769-4969

Lancaster County: (804) 462-5480

Northumberland County: (804) 580-8910

Richmond County: (804) 333-5460 or
(800) 552-9963

Westmoreland County: 804-493-0120

CENTRAL VIRGINIA HOUSING COALITION (CVHC)

208 Hudgins Road

Fredericksburg, VA 22408

Phone: 540-604-9943 ext. 220

Fax: 540-604-9949

www.centralvahousing.org/

Improves the regional quality of life by providing affordable housing opportunities to low income families through coalition, education, counseling and financial assistance.

PROJECT FAITH, INC.

10073 Kings Highway

King George, VA 22485

Phone: 540-775-3492

Non-profit housing organization providing affordable housing for persons with disabilities and the elderly with low income

HABITAT FOR HUMANITY

2378 Plank Rd.

Fredericksburg, VA 22401

Phone: 540-891-5009

[/www.fredhab.org/site/](http://www.fredhab.org/site/)

Through volunteer labor, management expertise, and tax-deductible donations of money and materials, Habitat builds and rehabilitates homes with the help of the homeowners. Houses are sold at no profit,

and affordable mortgages are issued over a fixed period.

HEALTHY FAMILIES RAPPAHANNOCK AREA

4815 Carr Drive

Fredericksburg, Virginia 22408

Phone: 540-374-3366

Fax: 540-899-4361

www.healthyfamiliesrappahannock.org

Resource program for new parents, easing them through the often-difficult transition process by offering early prevention support and in-home visitation services around critical areas including creating a nurturing and supportive family environment, learning how to properly bond with a new baby, gaining a better understanding of child development, gaining a better understanding of how to use positive discipline, and more.

HOUSING OPPORTUNITIES MADE ECONOMICAL (HOME)

1907 Charles Street

Fredericksburg, VA 22401

Phone: 540-361-7477

Fax: 540-361-4417

Email: home@homeinc.us

Dedicated to building accessible affordable housing for people with disabilities.

LEGAL SERVICES OF NORTHERN VA. (LSNV)

500 Lafayette Blvd., Suite #140

Fredericksburg, VA 22401

Intake Hotline: 703-778-6800

Fax: 540-374-9169

Provides limited legal services, including advice and counsel and referrals to low-income persons. Refers to Legal Aid Works® those persons requiring more than advice or those having community-based problems.

**QUIN RIVERS AGENCY FOR
COMMUNITY ACTION**

500 Lafayette Blvd, Suite 130
Fredericksburg, VA 22401
Phone: 540-368-2700

Provides time-limited financial and housing assistance to low-income people. Also provide training programs based on the reduction of poverty. Development of skills to be more independent.

LEGAL AID WORKS®

www.LegalAidWorks.org

A non-profit legal aid firm providing legal representation and advice to low income residents of Fredericksburg, Tappahannock, Culpeper, and the surrounding counties in issues including custody/visitation, child/spousal support, landlord/tenant disputes, foreclosures, SSI benefits, and more. All cases taken by Legal Aid Works® must first go through Legal Services of Northern Virginia for intake and referral.

Fredericksburg Office:

500 Lafayette Blvd, Suite 100
Fredericksburg, VA 22401
540-371-1105

Tappahannock Office:

311 Virginia St.
Tappahannock, VA 22560
804-443-9393

Culpeper Office:

1200 Sunset Lane, Suite 2122
Culpeper, VA 22701
540-825-3131

SALVATION ARMY

2010 Lafayette Blvd.
Fredericksburg, VA 22401
Phone: 540-373-3431

Emergency organization. Provide various services including utility, food, and clothing assistance. Offer referrals to other social service organizations.

S.E.R.V.E., INC.

15 Upton Lane
Stafford, VA 22554
Phone: 540-288-9603

Operates food pantry and offers emergency utility assistance.

**SECTION 8 AND HOUSING CHOICE
VOUCHER PROGRAM**

If you are interested in applying for a voucher contact the local Public Housing Agency

https://www.hud.gov/sites/dfiles/PIH/documents/PHA_Contact_Report_VA.pdf

VIRGINIA FAIR HOUSING OFFICE

9960 Mayland Drive, Suite 400
Richmond VA 23233

<http://www.dpor.virginia.gov>
FairHousing@dpor.virginia.gov
Phone: 804-367-8530

Helps persons who believe they have been discriminated against in residential housing.

**VIRGINIA HOUSING DEVELOPMENT
AUTHORITY (VHDA)**

www.vhda.com

Phone: 804-782-1986

Helping Virginians attain quality, affordable housing.

**DEPARTMENT OF HOUSING AND
URBAN DEVELOPMENT (HUD)
OFFICE OF FAIR HOUSING & EQUAL
OPPORTUNITY (FHEO)**

https://www.hud.gov/program_offices/fair_housing_equal_opp/aboutfheo

FHEO works to eliminate housing discrimination, promote economic opportunity, and achieve diverse, inclusive communities.