

**2025-2026**

**GUIDE TO VIRGINIA**

**LANDLORD-TENANT LAW**

**AND**

**LOCAL RENTAL HOUSING**

**IN**

**CULPEPER, FAUQUIER, MADISON, ORANGE**

**AND**

**RAPPAHANNOCK COUNTIES**

**(PLANNING DISTRICT 9)**

# **Legal Aid Works®**

Legal Aid Works® was established in 1973 in order to provide free civil legal assistance to low-income individuals and families. The Culpeper office provides services to eligible residents of Planning District 9, which includes Culpeper, Fauquier, Madison, Orange and Rappahannock Counties.

The rental housing information in the 2025-2026 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, 2025). Legal Aid Works® is not responsible for any changes that may have occurred after that time.

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Limited copies of the 2025-2026 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. Providing fraudulent documentation about a disability or a disability-related need for a reasonable accommodation for an assistance animal is prohibited.

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 55<sup>th</sup> 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. If a tenant refuses or fails to sign the statement of tenant rights and responsibilities, the landlord must record the date(s) when the form was provided and record that the tenant refused or failed to sign the form.

**The Department of Housing and Community Development is required to translate all forms and documents that are mandatory into Spanish, Chinese, Vietnamese, Arabic and Korean.**

RENTAL AGREEMENTS MAY NOT INCLUDE:

- Provisions where the tenant can agree to give up any tenant rights, 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. The state of emergency relating to COVID was revoked by the Governor of Virginia on May 11, 2023. This protection will expire on May 11, 2030.

## **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 10 business days of the date of the lease agreement. Beginning on the first page of the lease, the landlord **must** list all charged including: the security deposit, amount of rent due each month (or other payment period specified in the lease). No additional rent or security deposit may be charged, unless it is listed on the first page of the lease or is listed in a separate addendum after execution of the rental agreement. 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. The landlord must provide an additional hard copy of the lease agreement once per year at no charge to the tenant, or maintain the rental agreement in an electronic format that is easily accessible to the tenant.

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, the payment amount 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 up to a maximum of 10%, or 10% of the unpaid balance, whichever is less. The method chosen by the landlord to determine a late fee must be included in the lease agreement.
- Landlords may also require a security deposit. Security deposits cannot exceed the total amount of 2 months' rent. For example, if your monthly rent is \$950, then the security deposit can be \$1900 at most.



- The landlord and renter may create a written rental agreement at any time 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 sale or conversion of the property (or other transfer of the property to a new owner) 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 DEFECTIVE DRYWALL**

If the landlord of a dwelling unit has actual knowledge of the existence of defective drywall in such dwelling unit that has not been remediated, the landlord shall provide to a prospective tenant a written disclosure that the property has defective drywall. Such disclosures shall be provided prior to the execution by the tenant of a written lease agreement or, in the case of an oral lease agreement, prior to occupancy by the tenant. For purposes of this section, "defective drywall" means all defective drywall as defined in VA Code § [36-156.1](#). 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.
5. 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.

6. A landlord may also require a refundable application deposit and a nonrefundable application fee (no more than \$50 plus the landlord's actual out-of-pocket costs of performing necessary background, credit, or other pre-occupancy checks).

**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 21.*

## **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 address and fix 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.

- o 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.
- o 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.
- o 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 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 that 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). When a tenant pays rent with cash or money order, the landlord must provide the tenant with a written receipt, upon request from the tenant. Landlords are prohibited from charging a tenant any fee for the collection or processing of any payment for rent, security deposits, or any other fees, unless the landlord offers a different form of payment that does not include additional fees.

Landlords with four or fewer rental units, or up to 10 percent interest in four or fewer rental units, are not required to accept payment of periodic rent nor any security deposit by debit or credit card.

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) **Five day pay-or-quit notice:** The landlord may issue a notice giving the tenant 5 days to pay the rent in full or vacate the premises.
- b) **Unlawful detainer warrant:** If full payment of rent is not made within 5 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 no later than 48 hours before the sheriff executes the scheduled eviction as stated in the writ of possession. See “The Eviction Process” on page 23 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 schedule an eviction date 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 48 hours before the scheduled eviction that is stated in the writ of eviction given by the sheriff.**

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 5 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.

## 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 alarms;
- 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;
- 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;

- 15) Use reasonable efforts to prevent mold growth and moisture buildup and let the landlord know immediately of any mold growth or moisture buildup.

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 who owns more than 200 rental units on the same piece of real property must require a pre-employment criminal history record check for any applicant for employment who will have access to keys for each rental unit.

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). The local water and sewer authority may also require a tenant 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 act 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.

If, at the beginning of the tenancy, a condition exists in a rental dwelling unit that makes it uninhabitable (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 terminate the lease and receive a full refund of all deposits and rent paid to the landlord. The tenant **must** provide the landlord with **written notice** of their intent to terminate the lease within **7 days** of the date on which possession of the dwelling unit transferred to the tenant. The landlord has 15 business days from the date of delivery of the notice or the date the tenant leaves the unit (the later of the two) to return any rent and deposits paid. The landlord can refuse to accept the termination notice in writing with reasons for refusal within 15 business days, but if the tenant didn't move in or has left, the tenant can then file suit contesting the refusal and demanding any rent or deposits. Whichever side wins can recover attorney fees.

**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 of 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 on how to get more information about the application and timeline.
- Instructions on 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 90 consecutive days or less.**

## **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 as 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 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.

The Virginia Residential Landlord and Tenant Act – requires 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 to, in the case of any rental agreement that contains an option to renew or an automatic renewal provision, provide written notice to the tenant notifying the tenant of any increase in rent during the subsequent rental agreement term no less than 60 days prior to the end of the current rental agreement term.

Virginia Residential Landlord and Tenant Act requires any owner of multifamily premises that fails to renew the greater of either 20 or more month-to-month tenancies or 50 percent of the month-to-month tenancies within a consecutive 30-day period in the same multifamily premises to serve written notice on each such tenant at least 60 days prior to allowing such tenancy to expire. A landlord is exempted from the 60 days' notice requirement where a tenant has failed to pay rent in accordance with the rental agreement.

**Victims of family abuse, sexual abuse, criminal sexual assault, stalking, or trafficking may terminate the rental agreements early** so long as they follow these steps:

The victim must EITHER:

- 1) Obtain an order of protection (preliminary or permanent) during the rental term,
- 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, to be effective 28 days after the tenant serves the notice of termination on the landlord, AND
- 3) Provide the landlord a copy of the order of protection.

OR:

- 1) Obtain a court order convicting a perpetrator of, or a warrant, summons, information or indictment from

a magistrate, law-enforcement agency, grand jury, special grand jury, or court charging a person with family abuse, sexual abuse, other criminal sexual assault, stalking, or trafficking against the victim/tenant during the rental term,

- 2) Give written notice of termination to the landlord, to be effective 28 days after the tenant serves the notice of termination on the landlord. The victim may terminate the rental agreement in effect and one subsequent rental agreement based on the same conviction.
- 3) Provide the landlord a copy of the relevant order, warrant, summons, information or indictment.

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.

**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 deliver to each tenant by certified mail a 180-day written notice, stating the date the lease will terminate and the reason for termination. Additionally, within the 180-day period the landlord must give each resident \$5,000 in relocation expenses. 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 those 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 homeowner.

## **B. RETURN OF THE SECURITY DEPOSIT**

The landlord needs to inform the tenant that damages are greater than the security deposit and need a third-party contractor, and if they do and if the landlord does this, they shall have an extra 30 days on top of the 45 to give that itemization of damages and cost of repair.

**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 (5) 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 the 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 5 days after receiving notice, then the landlord may terminate the rental agreement and seek possession of the dwelling unit.
- 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.

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 sheriff executing a writ of eviction is required to return such executed writ to the clerk of court who issued such writ. Also, the Office of the Executive Secretary is required to report annually on the number of executed Writs.

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 90 consecutive days or less, can be evicted by the owner of the establishment without following the procedure detailed above. The owner of the transient lodging must provide five-day written notice of nonpayment to a person living there. When the five-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 more than 90 consecutive days of primary 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 5 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:** No landlord may evict a tenant if they fully pay past due rent, as well as any damages, money judgment, award of attorney fees, and court costs, unless the eviction is based on another basis than nonpayment of rent. However, a landlord may accept partial payment of rent and other amounts owed by the tenant to the landlord and continue with the eviction process, provided that the landlord has given a written reservation notice to the tenant. The reservation notice can be considered a part of the pay-or-quit notice.

**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 48 hours 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 an **order 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. The court cannot enter an order of possession unless the plaintiff, or the plaintiff's attorney has given a copy of proper termination notice that was issued to the tenant and the notice has been entered into evidence.

**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 July 1, 2024, if an eviction lawsuit is dismissed, the tenant can petition for expungement after 30 days of the dismissal. If more than six months have passed, the court shall enter an order requiring the court records to be expunged (removed) without a further petition by the tenant. If an eviction lawsuit is nonsuited, then the time is 6 months from the date of the nonsuit. If an eviction lawsuit occurred prior to July 1, 2024, and the eviction lawsuit was dismissed and the 30-day period has passed, or if a six-month period has passed, then the defendant may file a form created by the Supreme Court which will allow the court to enter an order requiring the expungement (removal) of the court records without a hearing.

**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 they notify the landlord of the abuse and the landlord then bars the perpetrator from the dwelling unit, *or* (2) if they obtain 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 their 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 they 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.

## **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) **In Cases of Nonpayment**
  - a. Water and electricity cannot be shut off for nonpayment of rent if the forecast is 92 degrees or more within the next 24 hours

- b. Gas and electricity cannot be shut off for nonpayment of rent if the forecast is 32 degrees or less within the next 24 hours.
  - c. Utilities cannot be shut off for nonpayment on Fridays, weekends, state holidays, or the day before a state holiday.
  - d. Utilities must give notices of their nonpayment of disconnection policies when a new account opens, when disconnection is scheduled, or on the website. The notices must be in English and Spanish, and have information about payment plans and assistance programs.
  - e. Pre-disconnection notices of nonpayment must be given through mail, email, text, phone call, or door hanger. Public providers (city/counties) need to give this notice in one way, while private regulated providers (i.e., Dominion) need to give it in two ways.
  - f. Disconnection cannot be done until the account is 45 days in arrears for public providers, and 60 days in arrears for private providers.
  - g. Electric and gas utilities can't require deposits of more than 25% arrears to reconnect if the resident is enrolled in the Home Energy Assistance Program with DSS within the last year. (This only protects residents once every three years.)
  - h. No utility, public or private, can disconnect water/gas/electricity/sewer for nonpayment within 30 days of the Governor's declaration of a state of emergency due to communicable disease.
- 2) **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.
- 3) **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).

## **RENT ASSISTANCE PROGRAMS**

### **I. SUBSIDIZED HOUSING**

Based on their income, individuals and families may qualify for subsidized housing through the Section 8 Program 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 the Rappahannock counties. Individuals, however, can use a “housing choice” Section 8 voucher in this county as well as in Culpeper, Fauquier, Madison, and Orange, 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**

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### **CULPEPER HOUSING & SHELTER SERVICES**

602 S. Main Street, Suite #3

Culpeper, VA 22701

Phone: (540) 825-7434

Fax: (540) 825-4399

Website: [Culpeper Housing and Shelter Services: Help for those in need \(culpepershelter.org\)](http://Culpeper Housing and Shelter Services: Help for those in need (culpepershelter.org))

Accepts families with children and single women – no single men. Emergency shelter with 15 beds that serves the homeless for up to 30 days, with priority given to families with children. Offers a prevention program for those facing eviction and housing focused case management. Offer a rapid housing program.

### **FAUQUIER FAMILY SHELTER SERVICES**

95 Keith Street

Warrenton, VA 20187

Phone: (540) 351-0130

<http://www.familyshelterservices.org>

Accepts families and singles. Call for required eligibility screening. Two-week time period to find

a job. Those complying with the program may stay up to 90 days.

### **SHELTER FOR HELP IN EMERGENCY**

Community Outreach Center: 1415

Sachem Place, Suite 101

Charlottesville, VA 22901

Phone: (434) 963-4676

Hot Line: (434) 293-8509

Email: [info@shelterforhelpinemergency.org](mailto:info@shelterforhelpinemergency.org)

[www.shelterforhelpinemergency.org](http://www.shelterforhelpinemergency.org)

Domestic violence shelter. 25 beds available.

Priority given to residents of Planning District 10.

Accepts women and children only. Maximum stay

of 6 weeks. Offers transitional housing for

families moving from emergency shelter to

permanent housing—may stay from 6 months to 2

years. Provides comprehensive trauma-informed

services to victims of domestic violence. Allows

pets of victims.

**S.A.F.E.**

501 East Piedmont Street  
 Culpeper, VA 22701  
 24 Hour Hot Line: (800) 825-8876  
 Phone: (540) 825-8891

Website: [www.safejourneys.org](http://www.safejourneys.org)

Services to abused families. Provides food, clothing, and other basic needs, Accepts any victims of domestic violence and sexual assault regardless of gender. Pet friendly and has kennels to accommodate pets.

## **TRANSITIONAL HOUSING**

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### **FAUQUIER FAMILY SHELTER SERVICES, INC.**

4383 Hunsberger Drive Warrenton, VA 20187  
 Vint Hill Transitional Housing Program  
 Phone: (540) 216-7145

Two-year intensive program that offers participants the opportunity to learn budgeting skills, work on repairing their credit, and move toward stable housing.

**Criteria:**

- 1) Single moms must have minor children in their custody.
- 2) Mom, as the head of the household, must be currently employed for a minimum of 35 hours per week.
- 3) Must have a valid driver's license.
- 4) Must have a registered and insured vehicle.
- 5) Must be homeless or at imminent risk of becoming homeless

### **HOPE HOUSE**

Monticello Area Community Action Agency (MACAA),  
 1025 Park Str.  
 Charlottesville, VA 22901  
 Phone: (434) 295-3171 ext. 3021  
 Fax: (434) 296-0093  
 Email: [info@macaa.org](mailto:info@macaa.org);  
[nkidd@macaa.org](mailto:nkidd@macaa.org)  
 Website:

<http://www.macaa.org/hopehouse>

Provides housing and intensive case management for families experiencing homelessness or who are in imminent danger of becoming homeless or split up and

housed in separate locations.

**Criteria:**

- 1) be homeless or imminently homeless
- 2) be a parent of dependent children in their custody
- 3) be a resident of MACAA's service area for at least six months
- 4) work at least part time or be enrolled in a qualified post-secondary educational program
- 5) possess the legal documents to work in the United States
- 6) be free of criminal convictions.

### **PAUL STEFAN HOME FOR EXPECTANT MOTHERS**

P.O. Box 754

Locust Grove, VA 22508

Phone: (540) 854-2300

Email: [admin@paulstefanhome.org](mailto:admin@paulstefanhome.org)  
<http://www.paulstefanhome.org>

**SERVICE OBJECTIVE:** Care for young women and their pre-born babies. Provides safe homes where they will receive the spiritual, physical, and emotional support necessary for their growth and development. **ELIGIBILITY:** Individuals who are at least seventeen years of age. Available regionally. **PROGRAM COMPONENTS:** Assists young women with coordinating prenatal care, formal education and future housing. On-site instruction to help develop parenting skills, housekeeping skills, and life skills. Spiritual assistance and counseling. Access to quality healthcare services.

**SALVATION ARMY SHELTER**

207 Ridge Street  
 Charlottesville, VA 22902  
 Phone: (434) 295-4058  
 Email:  
 charlottesvilleVA@uss.sal  
 vationarmy.org  
 Website:

[www.homelessshelterdirect.org/shelter/va\\_salvation-army-emergency-shelter](http://www.homelessshelterdirect.org/shelter/va_salvation-army-emergency-shelter)

Accepts single females.  
 Accepts single men. No families accepted as of right now. Temporary stay only (start with 1 month and extends as needed). Must be 18 years of age (or with adult); remain drug

free and sober during stay; expected to seek and find work; picture ID required (will help obtain if need be). Offers a soup kitchen 7 days a week, 3 meals a day.

**VICTORY TRANSITIONAL HOUSING**

10499 Jericho Road  
 Bealeton, VA 22712  
 Main Phone: (540) 439-9300  
 Email: [info@communitytouchinc.org](mailto:info@communitytouchinc.org)  
<http://www.communitytouchinc.org>.  
 Accepts single women, but no single males. Males must be in a family. Must participate in budgeting/financial counseling, must have a job and transportation; one-year maximum stay. Full pantry available on Saturdays from 10 am to 12 pm.

**SUBSIDIZED AND SECTION 8 HOUSING**

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

**ACADEMY HILL**

49 Academy Hill Road  
 Warrenton, VA 20186  
 Phone: (540) 347-3361  
 Website: <https://academyhillapartments.com>  
 Rent is determined based on 30% of annual gross income. 1, 2, & 3 BR units. Smoke free. Water, sewer, trash removal included. Residents pay electric. No pets. Utilities allowance but based on the income. Application fee \$22 per adult. Call for availability. Waitlist.

**ANN WINGFIELD COMMONS**

201 N. East Street  
 Culpeper, VA 22701  
 Phone: (540) 717-9142  
 Email: [annwingfield@tmamgroup.com](mailto:annwingfield@tmamgroup.com)  
 1, 2, & 3 BR units. Call for pricing. Min. & max. Income requirements. Elevator. No pets. Residents pay electric, water, sewer. Security deposit is one

month's rent. Application fee of \$17. Limited housing.

**THE ASPENS**

6337 Village Center Drive  
 Bealeton, VA 22712  
 Phone: (540) 340-5274  
 Website: [TheAspensApartments-6337VillageCenterDrBealeton,VA22712Apartments.com](http://TheAspensApartments-6337VillageCenterDrBealeton,VA22712Apartments.com)  
 Accept Section 8 and is tax credit community. 1, 2, & 3 BR units. Ranges from \$1450-2228. Trash removal included. Accepts pets under 45 lbs. with breed restrictions. \$35 application fee. Waitlist.

**BELLE COURTS APARTMENTS**

704 Belle Ct A,  
 Culpeper, VA 22701  
 Phone: 540-893-1020

Website:

[www.bellecourtsapartments.com](http://www.bellecourtsapartments.com)

1BR: \$995. 2BR: \$1185. 3BR: \$1376. Trash included other utilities are not included. Laundry facilities in building. Section 8 housing not available for 1 BR. Security dep. based on income for 2 BR and 3 BR housing. Service pets only. Wait list.

### **CULPEPER COMMONS**

1301 Spring Meadow Lane

Culpeper, VA 22701

Phone: (540) 305-3635

Website: <https://www.culpepercommons.com/>

2BR units: \$1173+ and 3BR units \$1349+. Water, sewer, and trash included. Security deposit required. Up to 2 pets allowed with fee and monthly pet rent. \$40 app. fee per adult even if living together. Washers and dryers are optional for \$55 a month, public transportation comes to the property every forty-five minutes. Eligibility based on household size and household income per number of occupants.

### **EAST GATE APARTMENTS**

19302 Ashlawn Court #25

Gordonsville, VA 22942

Phone: (540) 832-5837

Website: [www.chamberofcommerce.com/united-states/virginia/gordonsville/apartment-building/6285958-east-gate-apartments](http://www.chamberofcommerce.com/united-states/virginia/gordonsville/apartment-building/6285958-east-gate-apartments)

1, 2, & 3 BR units. Call for pricing. Laundry facility on site. Residents pay all utilities. Min/max income requirements. Security dep. is 1 month's rent. Pets negotiable. Call for availability. Waitlist.

### **FRIENDSHIP HEIGHTS**

500 Concord Place #103

Culpeper, VA 22701

Phone: (540) 825-5050

Website: [www.besparkliving.com/spark-culpeper/](http://www.besparkliving.com/spark-culpeper/)

1, 2, 3BR units. 1BR: \$1,323+; 2BR: \$1,600+; 3BR: \$1,757+. Utilities not included except for trash removal. All units have washers and dryers.

Pets \$250 non-refundable fee with \$50/monthly pet rent (50 lbs restriction with breed restrictions; there is an exception if the restricted breed is a service animal). Application fee \$50/adult. Call for availability.

### **HERITAGE HILL APARTMENTS**

235 Spicers Mill Road Orange, VA

22960

Phone: (540) 672-2472

Website: [www.familyassets.com/independent-living/virginia/orange/heritage-hill-apartments](http://www.familyassets.com/independent-living/virginia/orange/heritage-hill-apartments)

Ages 62+, handicapped, or disabled. Must be fully capable of living on own. Subsidized. Personalized pricing based on type of care needed, mobility concerns, veteran status, monthly budget, senior care needs, Medicaid, and other needs. Some pets allowed with manager permission. Call for availability. Waitlist.

### **HIGHLAND COMMONS**

12 Walker Drive #104

Warrenton, VA 20186

Phone: (540) 341-7400

Website: [www.highlandcommonsapartments.com](http://www.highlandcommonsapartments.com)

Tax credit community. 2 BR 1 Bath: \$1,700; 2 BR 2 Bath: \$1,841-\$2,115; 3 BR 2 Bath: \$2,200. 6 to 18 month lease. \$500 deposit for units. Pets allowed, breed restrictions and non-refundable \$200 fee and additional \$40 per pet monthly rent. Water, sewage, and trash included in rent. Min. income required 2x rent. Max income based on how many occupants, determined by VHDA guidelines. Security deposit & \$35 app. Fee/adult.

### **HUNT COUNTRY MANOR/ STEEPLECHASE**

361 Roebling Street

Warrenton, VA 20186

Phone: (540) 349-4297

Fax: (540) 349-4298

<https://markdanava.com/hunt-country-manor-apartments/>

1 BR 1 bath: \$1330+, 2 BR 1 bath: \$1400+, 2



BR, 2 bath: \$1430+. Amenities include open kitchen and living areas, community room, and laundry room. Applicable income requirements.

### **MOUNTAIN RUN**

608 AA Claire Paige Way

Culpeper, VA 22701

Phone: (540) 825-8850

Email: [mountainrun@ppmcva.com](mailto:mountainrun@ppmcva.com)

Website: [www.goparkproperties.com/mountain-run-apartments/](http://www.goparkproperties.com/mountain-run-apartments/)

1BR: \$937, 2BR: \$1118. Rental assistance depends on whether it is available at the time. All utilities included except electric, cable, internet, etc.

Security deposit 1 month's rent or more if there is bad credit. Application fee per adult \$25-cashier check or money order acceptable. Pet friendly.

Min/max income requirements: 1 person: \$40,300.

2: \$46,050, 3: \$51,800, 4: \$57,580.

### **OAKBROOK TERRACE**

109 Oakbrook Drive

Orange, VA 22960

Phone: (540) 672-6791

Fax: (540) 762-7334

Email: [oakbrookterracedmgr@agpmanager.com](mailto:oakbrookterracedmgr@agpmanager.com)

Website: [www.oakbrookterraceapartments.com](http://www.oakbrookterraceapartments.com)

Tax credit community. Income and student restrictions. 2 & 3 BR units. Income requirement based on occupancy. No pets. Utilities include water, sewer, trash, and air conditioning. Security deposit is one month's rent. Call for availability. Waitlist.

### **POPLAR RIDGE APARTMENTS**

16 Courthouse Mountain Road

Madison, VA 22727

Phone: (540) 948-5135

Website: <https://www.tmamgroup.com/poplar-ridge-0/default>

Affiliated with USDA/Rural development. 1 & 2 BR units. Call for pricing and availability. Utilities include heating, air conditioning and a kitchen. No pets allowed. Security deposit is 1 month's rent. Max income requirements. \$12 application per adult.

### **SEDWICK PROPERTIES**

221 Byrd Street.

Orange, VA 22960

Phone: (540) 672-1960

Email: [jsecord@sedwicksupply.com](mailto:jsecord@sedwicksupply.com)

Website: <http://sedwickproperty.com/>

Real estate agent in Orange, VA

### **SPICERS MILL APARTMENTS**

129 Park Street.

Orange, VA 22960

Phone: (540) 672-3250

Accepts section 8, rural development and tax credit community. 1 & 2 BR units. No pets. Security deposit is 1 month's rent. Minimum and maximum income requirements. Application fee \$22/adult. Wait list. Call for Availability

### **VILLAGE OF CULPEPER APARTMENTS**

722 Willis Lane

Culpeper, VA 22701

Phone: (540) 825-9401

Website: [Village of Culpeper | Apartments in Culpeper, VA \(villageatculpeper.com\)](http://Village of Culpeper | Apartments in Culpeper, VA (villageatculpeper.com))

1, 2, & 3 BR units. Call for availability. Minimum and maximum income requirements. Security deposit 1 month's rent. Utilities include trash removal and public transportation. No pets. Wait list. Application fee \$25/adult.

## **SENIOR HOUSING AND ASSISTED LIVING**

### **ENGLISH MEADOWS**

<https://markdanava.com/hunt-country-manor-apartments/>

SERVICE OBJECTIVE: Assisted living facility providing services for independent seniors. Assisted living fees vary. Additional Campus



throughout Virginia.

### **LAVENDER HILLS CAMPUS**

680 University Lane #200  
Orange, VA 22960  
Phone: (540) 835-0623

Website: [www.assistedlivingcenter.com/facilities/va/orange/lavender-hills-orange-campus-22960/](http://www.assistedlivingcenter.com/facilities/va/orange/lavender-hills-orange-campus-22960/)

Senior living designed for dementia patients and providing around the clock care. Call for availabilities

### **BELLEVIEW SENIOR APARTMENTS**

222 Belleview Avenue  
Orange, VA 22960  
Phone: (540) 661-3300  
Fax: (540) 661-1175

Website: [Bellevue Apartments - 222 Bellevue Ave Orange, VA 22960 | Apartments.com](http://Bellevue Apartments - 222 Bellevue Ave Orange, VA 22960 | Apartments.com)

Age 55+ community. Tax credit community. 1 & 2 BR units. Call for pricing. All utilities included. No min. income requirements. Max. income requirement. Pets allowed up to 40 lbs. with \$300 nonrefundable fee and \$25 monthly pet rent. Security deposit based on credit. No felons, sex offenders, or full-time students. Application fee \$25 per adult. Call for availability.

### **CANTERBURY GROUP HOME**

9014 White Shop Road  
Culpeper, VA 22701  
Phone: (540) 727-7777  
Main office: (540) 825-3100  
Email: [bduncan@rrcsb.org](mailto:bduncan@rrcsb.org)

Low-income housing for the developmentally disabled, ages 62+. Accepts Section 8. 1 BR units. Rent is based on 30% of adjusted gross income. Call for availability.

### **THE CULPEPER**

12425 Village Loop  
Culpeper, VA, 22701  
Phone: (540) 825-2411

Website: <http://culpeperretirement.org/>

Continuing care retirement community.  
Fully accessible to persons with disabilities

and assisted living. 24-hour nurse and physician on call. The entrance and monthly fees vary depending on the type of residence, number of occupants, and agreement you select. Independent living rental apartments and cottages available.

### **GERMANNA HEIGHTS**

35059 Germanna Heights Drive  
Locust Grove, VA 22508  
Phone: (540) 423-1090

Website: [Germanna Heights - Mark Dana Management Apartment Rentals](http://Germanna Heights - Mark Dana Management Apartment Rentals)

Accepts Section 8 and is tax credit community. Age 45+. 1 BR: \$810-910; 2 BR: \$910-1020. One pet under 25 lbs. with \$300 nonrefundable deposit and \$25/month. All units are wheelchair accessible. Wait list. Call for availability.

### **HIGH POINT GROUP HOME**

2311 Orange Road  
Culpeper, VA 22701  
Phone: (540) 825-3100; (540) 727- 0473  
Email: [bduncan@rrcsb.org](mailto:bduncan@rrcsb.org)

Low-income housing for the developmentally disabled, ages 18+. 1 BR units \$822+. Call for availability.

### **MEADOWS AT NORTHRIDGE**

1050 Claire-Taylor Court  
Culpeper, VA 22701  
Phone: (540) 730-1797

Website: [Welcome to Northridge Apartments - Culpeper Apartment Community \(northridgeapthomes.com\)](http://Welcome to Northridge Apartments - Culpeper Apartment Community (northridgeapthomes.com))

1 BR: \$1006+; 2Br: \$1,206+ . All utilities included but electric. Pets allowed up to 65 lbs. with breed restrictions and there is a \$250 nonrefundable pet deposit. 2 pets max. \$30/pet/month. Security dep. is 1 month's rent. \$12 app. fee/ adult.

### **MOFFETT MANOR**

115 Manor Court

Warrenton, VA 20186  
Phone: (540) 341-8299

Website: [www.moffettmanorapartments.com](http://www.moffettmanorapartments.com)

55+. Accepts Section 8 housing. 1 BR: \$1,175+ 2 BR: \$1,325. Utilities include heating, individual air conditioning, trash, sewer, water, trash removal, full sized washer and dryer in each room. Some handicap accessible units. Min. income for 1 person: \$59,820; 2 people: \$68,340. Allows one pet per unit under 25 lbs. with \$20 monthly pet rent and \$50 nonrefundable fee. \$100 pet deposit. One month rent security deposit. \$32 Application fee.

### **THE OAKS**

305 Oak Springs Drive #100

Warrenton, Virginia 20186

Phone: (540) 349-9725

Emails: [tsam@fhpm.org](mailto:tsam@fhpm.org); [amarsh@fhpm.org](mailto:amarsh@fhpm.org)

Website: [www.oaksofwarrenton.com](http://www.oaksofwarrenton.com)

Ages 55+. Income requirements 1 BR: \$1,150, maximum income of \$63,000; 2 BR, 2 bath: \$1,400, maximum income of \$72,360. Utilities included: water, electric, heat, sewer, trash removal, and air conditioning. Min. income is \$27,600. Pets allowed under 25 lbs. with \$100 deposit and \$10/month/pet. Security deposit of one month's rent and application fee of \$28. Accepts Section 8 housing and other housing vouchers. Call for availability.

### **THE OAKS**

3900 Sound View Circle

Triangle, VA 22172

Phone: (703) 221-6257

Accepts Section 8 and is tax credit community.

Ages 55+. Max./min. income requirements. 1 BR: \$1,358; 2BR: \$1,622. Water, sewer, trash included. No pets. Handicap accessible units. \$250 deposit.

### **ORANGE GROUP HOME**

11354 Daisy Hill Drive

Orange, VA 22960

Phone: (540) 672-5782

## **GENERAL RENTAL UNITS**

### **ASPEN CLUB APARTMENTS**

6337 Village Center Drive

Bealeton, VA 22712

1 BR units for disabled. Income requirements based on the HUD subsidized housing. Wait list.

### **OUR FATHER'S HOUSE CHRISTIAN HOME**

15261 Jubilee Road

Culpeper, VA 22701

Phone: (540) 727-8292

Email: [ofhbender@gmail.com](mailto:ofhbender@gmail.com)

Website: [www.ofhch.com](http://www.ofhch.com)

2 BR retirement cottages: \$1,800+. Faith-based assisted living facility providing services for seniors. Offers options of independent living cottages or 24 hour assisted living facility. Utilities include a full kitchen, gas fireplace, garage, and wheelchair accessible ramp. Pets allowed only in the cottages. No income requirements.

### **REMINGTON GROUP HOME**

404 N. Rappahannock Street

Remington, VA 22734

Phone: (540) 439-2052

Low-income housing for physically disabled.

Accepts Section 8. Residents usually pay 30% of their gross income for rent.

### **WARRENTON MANOR APARTMENTS**

663 Hastings Lane

Warrenton, VA 20186

Phone: (540) 349-1353

#### **Warrenton Manor I:**

Project-Based Section 8 Community for ages 62+ or people with disabilities. Efficiency and 1 BR units. Rent is based on 30% of household income. Highest income acceptable for 1 person: \$57,400; 2 people: \$65,600. No application fee.

#### **Warrenton Manor II:**

Tax Credit Community for 55+ or those with disabilities. 1 BR: \$875; 2 BR: \$1000. Max income for 1 person: \$57,400; 2 people: \$65,600. Application fee \$17.

Phone: (540) 439-6968

Website: [TheAspensApartments-6337VillageCenterDrBealeton,VA22712Apartments.com](http://TheAspensApartments-6337VillageCenterDrBealeton,VA22712Apartments.com)

Accept Section 8 and is tax credit community. 1, 2, & 3 BR units. Ranges from \$1450-2228. Trash removal included. Accepts pets under 45 lbs. with breed restrictions. \$35 application fee.

### **COUNTRYSIDE TOWNHOMES**

11194 Remington Road

Bealeton, VA 22712

Email: [jsill@fhcorp.org](mailto:jsill@fhcorp.org)

Phone: (540) 341-2805

Website: <https://fhcorp.org/rentals/>

2 BR units: \$918+. Min/max requirements of employment, rental history, and credit tests. No pets. Sewer and trash removal are included in the rent. \$32 application fee. Call for availability. Waitlist.

### **GREENS AT NORTHRIDGE**

1050 Claire-Taylor Court

Culpeper, VA 22701

Phone: (540) 600-4639; (540) 730-1797

Website: [Welcome to Northridge Apartments - Culpeper Apartment Community \(northridgeapthomes.com\)](http://Welcome to Northridge Apartments - Culpeper Apartment Community (northridgeapthomes.com))

1 BR, 1 bath: \$1244; 2 BR, 2 bath: \$1495; 3BR, 2 bath: \$1732. Water, sewer, and trash included. 2 pet limit with breed restrictions. \$12 application fee. Minimum security deposit of \$300. \$150 holding fee.

### **MOFFETT MANOR**

115 Manor Court

Warrenton, VA 20186

Phone: (540) 341-8299

Website: [www.moffettmanorapartments.com](http://www.moffettmanorapartments.com)

55+. Accepts Section 8 housing. 1 BR: \$1,175+; 2 BR: \$1,325. Utilities include heating, individual air conditioning, trash, sewer, water, trash removal, full sized washer and dryer in each room. Some handicap accessible units. Min. income for 1 person: \$59,820; 2 people: \$68,340. Allows one pet per unit under 25 lbs. with \$20 monthly pet rent and \$50 nonrefundable fee. \$100 pet deposit. One month rent security deposit. \$32 Application fee.

### **SOUTHRIDGE APARTMENTS**

601 Southview Court

Culpeper, VA 22701

Phone: (540) 792-7057

Website: [www.southridgeaptsculpeper.com](http://www.southridgeaptsculpeper.com)

1BR, 2BR, & 3BR units with price range of \$1,074-\$1889/month. Residents pay for utilities. Pets under 70lbs allowed for a fee of \$150 and \$30/month. \$35 application fee. Call for availability.

### **WOODSCAPE**

190 Duke Street

Culpeper, VA 22701

Phone: (540) 825-2931

[www.jhbreentalproperties.com](http://www.jhbreentalproperties.com)

2 BR units. Call for rates. Residents pay utilities expect for trash. Small pets allowed with breed restrictions. \$50 one time pet fee, \$200 pet deposit and \$20/month pet rent. \$25 application fee.

### **JHB RENTAL PROPERTIES**

502 N Main Street Suite 100

Culpeper, VA 22701

Phone: (540) 825-2931

Website: [www.jhbreentalproperties.com](http://www.jhbreentalproperties.com)

List of a wide range of vacant properties. 1BR-4BR units available, prices ranging from \$1,000-\$2,500. Some units are pet friendly.

### **YATES PROPERTIES**

P.O. Box 757, 102 S. Main St.

Culpeper, VA 22701

Phone: (540) 825-7500

Email: [tbreeden@yatesproperties.com](mailto:tbreeden@yatesproperties.com)

Website: [www.yatesproperties.com](http://www.yatesproperties.com)

List of various rental properties in Culpeper. Prices start at \$1,300. Some units are pet friendly.

### **OTHER ORANGE COUNTY CONTACTS**

Cooke Rental Properties: (540) 967-0881

Sedwick Properties: (540) 672-1960

Orange Industrial Park: (540) 672-9221

W. A. Sherman Properties: (540) 672-1411

Steroben Associates: (540) 672-1960

Wayner Construction: (540) 672-5033

**OTHER MADISON COUNTY CONTACTS**  
Jefferson Land and Realty Phone: (540) 948-5050

## **INFORMATION AND ASSISTANCE**

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### **FOOTHILLS HOUSING NETWORK**

420 Southridge Parkway, Suite 106

Culpeper, VA 22701

Coordinated Entry Housing Crisis Line: (540) 724-6630

<http://www.foothillshousing.org>

### **MONEY MANAGEMENT INTERNATIONAL**

2217 Princess Anne St. #311

Fredericksburg, VA 22401

Phone: (877) 877-1995

Provides first time home buying assistance and credit counseling service. Also helps with student loans and bankruptcy.

### **COMMUNITY HOUSING PARTNERS CORPORATION**

#### **Headquarters**

448 Depot Street NE

Christiansburg, VA 24073

Phone: 540-382-2002

Fax: 540-382-1935

#### **Central Virginia/Richmond Office**

4915 Radford Avenue Suite 300

Richmond, VA 23230

Phone: (804) 343-7201

Fax: (804) 343-7208

Website: <http://www.communityhousingpartners.org/>

Organization that provides affordable housing assistance.

### **COMMUNITY TOUCH, INC. BEALETON**

10499 Jericho Road

Bealeton, VA 22712

Phone: (540) 439-9300

Website: [www.communitytouchinc.org](http://www.communitytouchinc.org)

Non-Profit Organization that provides transitional housing, food, clothing, and household items.

### **CULPEPER HOUSING AND SHELTER SERVICES**

215 Spencer Str.

Culpeper, VA 22701

Phone: (540) 825-7434

Intake number: (540) 724-6630

Email: [info@fauquierfamilyshelter.org](mailto:info@fauquierfamilyshelter.org)

Website: [Culpeper Housing and Shelter Services: Help for those in need \(culpepershelter.org\)](http://Culpeper Housing and Shelter Services: Help for those in need (culpepershelter.org))

Non-profit organization increasing affordable housing for low-income residents. Operates homeless shelter, intervention and rapid rehousing programs, and provides assistance for rent.

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

Phone for (FHEO): (202) 708-4252

Resource center phone: (800) 225-5342

Email: [answers@hud.gov](mailto:answers@hud.gov)

<https://www.hud.gov>

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

**LEGAL SERVICES OF NORTHERN VA. (LSNV)**

Intake Hotline: (703) 778-6800

Fax: (540) 374-9169

Email: [help@lsnv.org](mailto:help@lsnv.org)

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.

**LEGAL AID WORKS®**

[www.LegalAidWorks.org](http://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

**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](https://www.hud.gov/sites/dfiles/PIH/documents/PHA_Contact_Report_VA.pdf)

ya: (540) 825-3100

Greene: (434) 985-6066

(Home buying/counseling) Louisa: (540) 967-3483

Madison: (540) 948-2237 (Call Greene)

**VIRGINIA FAIR HOUSING OFFICE**

9960 Mayland Drive, Suite 400

Richmond, VA 23233

[www.dpor.virginia.gov/fairhousing/](http://www.dpor.virginia.gov/fairhousing/)

Email: [FairHousing@dpor.virginia.gov](mailto: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)**

<http://www.vhda.com>

Toll-free number: (877) 843-2123

Richmond-local: (804) 782-1986

Culpeper County: (540) 727-3405

Fauquier County: 540-422-8200

Madison County: (540) 948-6102

Orange County: (540) 672-4574

Rappahannock County: (540) 675-5340

Helping Virginians attain quality, affordable housing. Includes free housing education courses