



MONEY ISSUES FOR YOUNG FAMILIES

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RENTER INFORMATION: DURING THE RENTAL AGREEMENT

Robert J. Thee
Extension Specialist, Housing

Landlords and tenants have specific responsibilities and obligations. For example, landlords are required to maintain the dwelling unit whether a house, apartment, mobile home, or other type of unit and to keep it in habitable condition. The tenant is required to pay the rent, of course. Whether you are the tenant or the landlord, not being aware of your legal rights and obligations may lead to unknowingly violating the law--as when renters withhold rent in response to inadequate maintenance or landlords reduce services in retaliation to complaints by a tenant. On the other hand, a clear understanding of both rights and responsibilities can lead to a better rental experience.

This publication will address one part of the rental process: the rights and responsibilities of both parties during the rental agreement as provided for under the Virginia Residential Landlord-Tenant Act. The intent is not to provide legal advice, but to inform you of what the law is regarding the landlord and tenant issues.

For additional information you should consult the Virginia Landlord/Tenant Handbook, a lawyer, or the local consumer affairs office or tenant-landlord commission.

Coverage of the Act

The Virginia Residential Landlord and Tenant Act covers most residential agreements effective on or after July 1, 1974. However, several types of properties are not covered by the Act including all single-family houses where the landlord rents fewer than 10 such houses. Also excluded are condominiums where the owner rents four or fewer units.

With regard to federally subsidized rental housing units, the Act applies only when it does not contradict the federal regulations.

Landlord Obligations

To begin, let's look at what your landlord must do for you.

According to the Virginia Residential Landlord-Tenant Act, the landlord must maintain a dwelling in fit and habitable condition. But what is fit and habitable? Often it is a matter of judgment, but minor inconveniences are not usually considered as rendering the dwelling unfit or uninhabitable. Specifically, the landlord is required to:

- Supply running water and reasonable amounts of hot water at all times and reasonable heat in season.
- Maintain in good and safe working order and condition all electrical, heating, plumbing, sanitary, ventilating, air conditioning, and other facilities and appliances supplied or required to be supplied by the landlord.
- Keep all common areas clean and provide and maintain appropriate waste receptacles in common areas shared by two or more dwelling units.
- Comply with the requirements of applicable building and housing codes.

Other conditions which at times may be considered as rendering a dwelling unfit or uninhabitable but which are not specified in the law include:

- Falling plaster, peeling or lead based paint.
- Leaky roof or broken windows.
- Unlighted hallways.
- Doors that do not lock.

In addition, the landlord is required to pay interest on the security deposit if it is held for 13 months or longer. For all rental agreements begun or renewed on or after July 1, 1982, security deposits earn interest at a rate of one-half percent below the rate of interest on commercial passbook savings account. Lower interest rates apply to rental agreements made from July 1974 to July 1982.

The landlord must give written notification of any deduction from the security deposit made by the security deposit made by the landlord.

Any deduction must be itemized and sent to the tenant within 30 days of the date that the deduction was made. Failure to notify the tenant may result in the loss of the landlord's right to deduct it from the deposit when the tenant moves.

Lastly, the landlord must return the security deposit within 30 days of the time the tenant vacates the unit. This includes any accrued interest less any deductions for damages which have been itemized by the landlord.

Landlord's Rights

The landlord also has certain basic rights within the law. Specifically, these are:

- The right to payment of rent.
- The right of entry or access to the unit with notice.
- The right to evict or terminate the renter's occupancy.
- The right to charge a security deposit.

However, all of these rights are subject to certain limitations. Let's take a closer look at each of these rights now.

Right to payment of rent

In return for payment of a certain rent, you (the tenant) have the right to live in the dwelling for a certain amount of time. The amount of rent and the length of time are agreed upon when you move in. These amounts may be changed by agreement at the end of any agreed upon period such as a month or a year.

Payments may be made in cash, check, or money order unless the landlord requires a certain type of payment. If you pay in cash, be sure to get a receipt.

Some landlords may charge you a late fee for not paying your rent on time. Some landlords give you a grace period. This period and the amount of the fee should be written into your lease.

Failure to pay the rent when due, or the voluntary withholding of the rent (for whatever reason) is a violation of the rental agreement. Such actions may cause the landlord to take action leading to eviction.

Right of entry or access with notice

The right of access by a landlord to a dwelling is restricted, except in the case of abandonment by the tenant or an emergency condition within the dwelling unit. In all other cases, the landlord must give the tenant timely notice of his intent to enter, may only enter at reasonable times, and must have a reasonable business-related purpose for entering.

Right to evict or terminate the renter's occupancy

A. When you are late in rent payments.

If you fail to pay your rent on time, the landlord must ask in writing that you make the payment. If you do not pay when asked, the landlord may go to court to ask that you be evicted with five days notice. If this happens, you will have a right to go into court and explain why you have not paid the rent. However, if you do not pay your rent, you are not likely to be able to stay in the unit.

B. When you have violated the lease agreement.

If the landlord feels that you have violated any of the terms stated in the lease, then you may receive a notice of eviction just as though you have not paid your rent.

C. Retaliatory eviction is prohibited.

Several activities of the tenant are protected from retaliatory eviction. These include reporting the condition of the dwelling unit to the local authorities, filing suit against the landlord, complaining to the landlord, tenant organizing activities, and court testimony against the landlord.

Right to charge a security deposit

The law permits a landlord to protect him or herself against a tenant's non-compliance with the rental agreement by charging a security deposit which may not exceed two months' rent. At the time the tenant moves, the landlord may withhold all or a portion of the deposit for the collection of unpaid rent (including late fees), and damages beyond reasonable wear and tear.

Tenant Obligations

So far, we've discussed the landlord's rights and obligations along with the tenant's options for remedying the situation when the landlord has violated the tenant's rights. Let's turn now to the obligations of the tenant.

In addition to payment of the rent, a tenant has the obligation to maintain a clean and safe dwelling. Specifically, the law states that a tenant must:

- Conduct him or herself in a manner that does not violate the peace and enjoyment of the neighbors; this includes all guests or other persons on the premises with consent of the renter.
- Not deliberately destroy or damage any part of the dwelling or allow any other person to do so, whether or not that person is a guest of the renter.
- Abide by the rules and regulations set forth by the landlord in the rental agreement.
- Use in a reasonable manner all utilities, facilities and appliances.
- Keep all fixtures as clean as their condition permits.
- Regularly remove all garbage and waste and dispose of them in the appropriate facilities.
- Keep the part of the premises that he/she uses in clean and safe condition.

- Comply with all applicable housing and fire codes.

At times, some of these requirements may seem excessively restrictive, but when complied with by all tenants, everyone will receive greater satisfaction from renting.

Tenant's Rights

The tenant has rights, too. Most of these have been referred to already in terms of the landlord's obligations. But to review them, they are:

- The right to a fit and habitable dwelling unit.
- The right of occupancy in exchange for the rental payment.
- The right to privacy. That is, the landlord's right to enter the dwelling is limited to reasonable times and with reasonable notice except in the case of an emergency.
- The right to interest on the security deposit if held by the landlord for 13 months or longer.
- The right to a written notification of any deduction from the security deposit made by the landlord.
- The right to receive the return of the security deposit within 30 days of vacating the rental unit.

Summary

With the exception of small landlords and their tenants, the Virginia Residential Landlord Tenant Act provides protection to both tenants and landlords. In addition, specific rights and responsibilities are spelled out for both parties.

It is the tenant's right to receive and the landlords' responsibility to provide a fit and habitable dwelling.

Although the landlord has a right to the payment of rent, the tenant may place the rent in an escrow account with the General District Court if he or she believes the landlord to be in violation of the rental agreement.

The landlord has the right to enter the dwelling, but the tenant has a right to privacy. Hence, reasonable notice must be given to the tenant and entry must be made at a reasonable hour except in the case of an emergency.

Specific regulations are also made regarding the amount of the security deposit, the payment of interest on it, deductions made from it, and the time allowed for the return of the deposit after the tenant vacates the unit.