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§55.1-1200 Definitions

Parties

- **Landlord** – The owner, lessor, or sublessor of a dwelling unit or building. Also includes managing agents who fail to disclose the owner. Excludes community land trusts.
- **Managing Agent** – A person authorized by the landlord, via a written property management agreement, to act as the property manager.
- **Owner** – A person or entity that holds all or part of legal title or beneficial ownership of the premises and has the right to use and enjoy it.
- **Natural Person** – When the Act refers to an "owner" as a natural person, it includes co-owners such as tenants in common, partners, trustees, and members of LLCs so long as they are natural persons.
- **Organization** – A corporation, governmental agency, trust, partnership, association, or any other combination of people or entities recognized by law.
- **Person** – Any individual or entity, including groups of individuals, corporations, partnerships, associations, or combinations thereof.
- **Tenant** – A person entitled, under a rental agreement, to exclusive occupancy of a dwelling unit. Includes roomers. Excludes authorized occupants, guests/invitees, and co-signers with no right of occupancy.
- **Authorized Occupant** – A person allowed to occupy the dwelling unit with the landlord's consent, but who has not signed the rental agreement and has no financial obligations under it.
- **Guest or Invitee** – A person permitted by the tenant to visit but not to occupy the premises.

Agreement & Payment Terms

- **Action** – Any civil action or proceeding where rights are determined, including actions for possession, rent, unlawful detainer, unlawful entry, or distress for rent.
- **Rental Agreement (Lease Agreement)** – Any written or oral contract, together with valid rules and regulations, that establishes terms and conditions for use and occupancy of a dwelling unit and premises.
- **Effective Date of Rental Agreement** – The date when both landlord and tenant sign the rental agreement and become obligated to carry out its terms.
- **Commencement Date of Rental Agreement** – The date the tenant becomes entitled to occupy the dwelling unit.
- **Rent** – All money owed or paid to the landlord under the rental agreement (other than a security deposit), including prepaid rent paid more than one month in advance.
- **Security Deposit** – Any refundable deposit paid by a tenant to secure performance of the rental agreement or to cover damages or pet-related deposits. Considered an "application

deposit" until the commencement date. Does not include damage insurance or renter's insurance purchased by the landlord.

- **Application Deposit** – A refundable deposit paid by a prospective tenant when applying for a dwelling unit (often intended to become the security deposit).
- **Application Fee** – A nonrefundable fee paid to be considered for tenancy.
- **Processing Fee for Payment of Rent with Bad Check** – Up to $50 fee, if specified in the rental agreement, assessed when a rent payment check is returned due to insufficient funds.
- **Damage Insurance** – Bond or commercial insurance used in place of all or part of a security deposit to secure a tenant's performance.
- **Renter's Insurance** – Multi-peril insurance policy required in the rental agreement that covers personal property in a dwelling unit not occupied by the owner.
- **Assignment** – Transfer of *all* tenant interests created by a rental agreement to another party.
- **Sublease** – Transfer of *part but not all* of the tenant's interests in a rental agreement to another party.
- **Rental Application** – Written application or similar document used by a landlord to determine qualification of a prospective tenant.
- **Residential Tenancy** – A tenancy created under a rental agreement for a dwelling unit between a landlord and a tenant.

Use & Occupancy Terms

- **Good Faith** – Honesty in fact during any transaction under the Act.
- **Notice** – Notice given in writing (via regular mail or hand delivery) with proof of delivery. A person also has notice if they have actual knowledge or reason to know a fact from surrounding circumstances. If verbal notice is given, the burden of proof is on the party who gave it.
- **Written Notice** – Notice given according to §55.1-1202, including electronically stored or printed communications retrievable in a perceivable form, whether or not electronically signed.
- **Guest or Invitee** – A person permitted by the tenant to visit but not to occupy the dwelling unit.
- **Normal Wear and Tear** – Deterioration from ordinary use that is not due to negligence, accident, or abuse.
- **Essential Service** – Heat, running water, hot water, electricity, and gas.
- **Visible Evidence of Mold** – Mold observable to the naked eye in accessible interior areas at move-in.
- **Tenant Records** – All information or records (financial, maintenance, or otherwise) about a tenant or prospective tenant, in any format or medium.
- **Good Faith** – Honesty in fact in the conduct of the transaction concerned.

Property / Facility Terms

- **Dwelling Unit** – A structure or part of a structure used as a home or residence by one or more persons who maintain a household, including manufactured homes (as defined in §55.1-1300).
- **Premises** – The dwelling unit, the structure of which it is a part, any facilities and appurtenances contained in it, and the grounds and common areas promised for the tenant's use.
- **Facility** – Anything built, installed, or established to perform a particular function (e.g., plumbing, HVAC, fire safety systems).
- **Interior of the Dwelling Unit** – Interior walls, floor, and ceiling that enclose the dwelling unit as conditioned space.
- **Readily Accessible** – Areas inside the dwelling unit that can be observed during a move-in inspection without removing personal property, equipment, or materials.
- **Single-Family Residence** – A structure maintained and used as a single dwelling unit with direct access to a street, not sharing essential services (heat, hot water, etc.) with any other dwelling unit.
- **Multifamily Dwelling Unit** – More than one single-family dwelling unit located in a building (does not include any nonresidential space).

Insurance, Mold & Utility Terms

- **Mold Remediation in Accordance with Professional Standards** – Mold remediation performed consistently with guidance issued by EPA, HUD, or the IICRC, or pursuant to a protocol prepared by an industrial hygienist using such guidance.
- **Utility** – Electricity, natural gas, water, or sewer provided by a public service corporation or other permitted provider. May include sub-metering or ratio utility billing if the rental agreement so provides.
- **Visible Evidence of Mold** – Actual mold in the dwelling unit that is visible during a move-in inspection without using specialized tools.
- **Renter's Insurance** – A policy required by the rental agreement that combines property and personal liability coverage for tenants occupying units not owned by them.

Special Occupancy Definitions

- **Community Land Trust** – A nonprofit housing organization that acquires land to convey it under long-term ground leases and retains a purchase option to preserve long-term affordability of structural improvements.
- **Roomer** – A person occupying a dwelling unit that lacks a major bathroom or kitchen facility, where one or more of those facilities are shared with occupants of other dwelling units.

- **Guest or Invitee** – A non-tenant person who has permission from the tenant to visit but not to occupy the premises.

Practical Application

- **Step 1 – Identify the Relationship**
  - Ask: *Is there a rental agreement?*
  - If **yes** → check if one party fits the statutory definition of "landlord" (owner/lessor/sublessor) and the other as "tenant" (person entitled to occupy under rental agreement).
  - If **no** → VRLTA may not apply. Redirect to § 55.1-1201 (applicability/exclusions).
- **Step 2 – Classify the Unit**
  - Is the housing a **"dwelling unit"** (a structure or part of one used as a home)?
  - If yes → VRLTA applies, unless an exclusion kicks in under § 1201.
  - If not (e.g., campground, hotel under 90 days, recovery residence) → outside VRLTA.
- **Step 3 – Use Definitions to Resolve Disputes**
  - If a user asks *"My property manager won't fix my heat — is he a landlord under the law?"* → Answer by checking if that manager is acting as an agent of the owner/lessor → **still covered as "landlord."**
  - If a user says *"I let my cousin live here rent-free, does the VRLTA apply?"* → No, because **tenant definition requires a rental agreement.**
  - If a user says *"I own a condo but live there — am I a tenant?"* → No, because condo ownership falls outside the VRLTA definition.
- **Step 4 – Clarify Edge Cases**
  - **Co-tenancy** (two people on same lease) → both qualify as "tenants."
  - **Sublease** → sublessor = landlord, sublessee = tenant.
  - **Corporate landlords** → definitions apply regardless of whether landlord is a person or entity.

Case law

***Isbell v. Com. Inv. Assocs., Inc.*, 273 Va. 605, 644 S.E.2d 72 (2007)**

This binding Virginia Supreme Court decision interprets § 55.1-1200's definition of "tenant" to determine the legislative intent behind the VRLTA's remedial scheme and holds that the Act does not create tort liability for personal injuries. Isbell, a tenant injured by falling down worn stairs in his apartment, sued his landlord's property manager under both common law negligence and the VRLTA, claiming the landlord's statutory violations created tort liability. The **Rule** established that statutes in derogation of common law must plainly manifest legislative intent to

change common law, and that the VRLTA imposes duties on landlords under §§ 55-248.13(A)(1)-(2) to comply with building codes and maintain fit premises. In its **Analysis**, the court examined § 55.1-1200's definition of "tenant" (then codified as § 55-248.4) to discern legislative intent regarding the Act's remedial scope. The court noted that "tenant" specifically excludes "an authorized occupant, ... a guest or invitee, or ... any person who ... has no right to occupy a dwelling unit." The court reasoned that because the General Assembly limited damages under § 55-248.21 to "persons in contractual privity with landlords, i.e., tenants," this "demonstrates that it intended to provide for consequential damages flowing from a breach of contract and not damages for personal injury caused by tortious conduct." The court concluded that allowing tenant tort recovery while excluding guests and invitees (who "stand in the tenant's shoes" for common law purposes) would create an illogical result inconsistent with established jurisprudence. The court **Concluded** that the VRLTA provides only contractual remedies, not tort liability, and that the definitional limitations in § 55.1-1200 evidence the legislature's intent to create a "comprehensive scheme of landlords' and tenants' contractual rights and remedies" rather than expand tort liability beyond common law.

McCray v. Heritage Forest II, L.P. (Va. Ct. App. 2023)

This is a **binding authority**—an appellate decision from the Court of Appeals of Virginia that lower courts must follow. The primary question was whether Mr. McCray, who was injured by a falling tree branch while visiting as an "invitee" of a tenant, could pursue a third-party beneficiary claim under a cross-easement agreement. The **Rule** at play involved two components: First, under VA Code § 55.1-1200, "guest or invitee" is statutorily defined as someone permitted by the tenant to visit but not to occupy; second, under contract law, only **intended third-party beneficiaries**—not incidental ones—may enforce contract rights. In the **Analysis**, the court closely examined the cross-easement agreement, which provided that the easements "shall inure to the benefit of any and all parties having any right, title or interest in or to Parcel I and Parcel II … and all tenants, subtenants, licensees, invitees, customers, employees, successors and assigns of the Declarants." Mr. McCray was alleged to be an invitee of a tenant, so he fell within the expressly stated class of intended beneficiaries. The statutory definition of "invitee" in § 55.1-1200 bolstered the interpretation—he was an invitee, not just a social guest. Because the contract clearly intended to benefit invitees, the court held he was an **intended third-party beneficiary**, not merely incidental, and could enforce the agreement for maintenance duties. In **Conclusion**, the Court of Appeals reversed the trial court's dismissal, holding that Mr. McCray qualifies as an intended third-party beneficiary and may proceed with his breach-of-contract claim.

Bailey v. Thurman (2024)

This binding Virginia Court of Appeals decision interprets § 55.1-1200's definition of "tenant" to determine whether Bailey could pursue statutory remedies for unlawful exclusion under § 55.1-1243.1. Bailey, who had received proper 30-day notice to vacate under her month-to-month lease in March 2022, moved out but later returned intermittently to retrieve belongings while living

elsewhere. When the landlord changed the locks in May 2022, Bailey claimed unlawful exclusion. The **Rule** required Bailey to establish she was a "tenant" under § 55.1-1200, defined as "a person entitled only under the terms of a rental agreement to occupy a dwelling unit to the exclusion of others," where "dwelling unit" means "a structure or part of a structure that is used as a home or residence." In its **Analysis**, the court interpreted "entitled only under the terms of a rental agreement" to require current legal entitlement to occupancy, not merely having signed a lease originally. The court found Bailey was not "entitled" to occupy in May 2022 because she had received valid notice to terminate the month-to-month tenancy and had "moved out" and lived elsewhere for "weeks and weeks." The court further applied § 55.1-1200's "dwelling unit" definition, noting Bailey was not using the property as a "home or residence" but had "reduced the residence to a storage facility." The record demonstrated that Bailey had been given proper 30-day termination notice, she had moved across town for weeks, had no utilities connected, was not paying rent, and even rendered the property effectively uninhabitable (stringing an extension cord from her neighbor's house and allowing other hazardous behavior). Thus, although the landlord changed the locks without a court order, Bailey was no longer a statutory "tenant" when that occurred. The court distinguished between factual admissions (that Bailey was called a "tenant") and legal conclusions, holding that "tenant" is a "legal term of art as defined in Code § 55.1-1200 with specific requirements" that must be proven. The court **Concluded** that Bailey failed to establish tenant status under § 55.1-1200 because she lacked current entitlement to occupy under the lease terms and was not using the dwelling as a residence, affirming dismissal of her unlawful exclusion petition.

***Epperson v. Payne*, No. 4:16-CV-00050, 2017 WL 1194715 (W.D. Va. Mar. 30, 2017)**

This persuasive federal district court decision applies § 55.1-1200's predecessor definitions to determine tenant status in an unlawful eviction case following foreclosure. After the Paynes purchased the Eppersons' foreclosed home, they made an oral agreement allowing the Eppersons to remain temporarily until they found alternative housing, with the Eppersons providing inspection access in return. When sheriff's deputies assisted the Paynes in forcibly removing the Eppersons at gunpoint without court process, the Eppersons sued for unlawful eviction under § 55-225.2. The **Rule** required determining whether defendants qualified as "landlords" under the cross-referenced VRLTA definition in § 55-248.4 (predecessor to § 55.1-1200), which defines "landlord" as "the owner, lessor[,] or sublessor of the dwelling unit" and "rental agreement" as "all agreements, written or oral, ... embodying the terms and conditions concerning the use and occupancy of a dwelling unit and premises." In the **Analysis**, the court applied these definitions to dismiss unlawful eviction claims against the Commonwealth's Attorney and sheriff's deputies because they did not meet the "landlord" definition, but found the Eppersons "became tenants of the Paynes" through their oral post-foreclosure agreement, which satisfied the statutory definition of "rental agreement" despite being informal and rent-free. The court noted the VRLTA itself was inapplicable because it excludes tenants who pay no rent. The court **Concluded** that oral agreements can create statutory landlord-tenant relationships under the definitional provisions, allowing unlawful eviction claims to proceed against qualifying defendants who meet the "landlord" definition, while dismissing claims against parties who fall outside the statutory framework.

Hodge v. Hammond. (2025)

This Rockingham County Circuit Court decision is **persuasive authority** only, as it is an unpublished trial court opinion. The core issue before the court was whether a property manager, who lived in an apartment rent-free as part of his compensation, qualified as a "tenant" under the Virginia Residential Landlord and Tenant Act (VRLTA). The plaintiff argued that his exclusion from the unit after termination of employment violated VRLTA procedures. The court rejected this argument, reasoning that the VRLTA defines a "tenant" in § 55.1-1200 as a person entitled under a **rental agreement** to occupy a dwelling unit. Because the plaintiff's right of occupancy flowed entirely from his employment contract, and not from any lease, he was an employee using the unit as an incident of his job rather than as a tenant with a property interest. The court further cited § 55.1-1201(C)(6), which expressly excludes "occupancy by an employee of a landlord whose right to occupancy…is conditioned upon employment in and about the premises" from coverage under the VRLTA. The court analogized the apartment to other employment-related property, such as a company car or uniform, which an employee uses but does not own. Finally, the court emphasized that the only exception under § 55.1-1201(C)(6)—which grants VRLTA protections if the employee remains in possession more than sixty days after termination—did not apply because the plaintiff was locked out within days of being fired. Accordingly, the court concluded that the plaintiff was not a tenant and therefore could not invoke the VRLTA's protections.

Andrews v. RB-HRIP Richmond Multifamily LLC (E.D. Va. 2025)
In **Andrews v. RB-HRIP Richmond Multifamily LLC (E.D. Va. 2025)**, the federal district court (Eastern District of Virginia) interpreted the Virginia Residential Landlord and Tenant Act, making this decision **persuasive authority** on state law questions. The court held that an individual listed in a lease only as an "authorized occupant" has no contractual rights against the landlord because, under **Va. Code § 55.1-1200**, an "authorized occupant" is defined as someone permitted to reside in the premises with the landlord's consent but without the financial obligations—or the enforceable rights—of a tenant. The lease in question was signed by another party, not Andrews, and the court found this dispositive: because Andrews had no contractual privity with the landlord, he lacked standing to sue for breach of contract. In granting summary judgment for the landlord, the court underscored that **only tenants, as defined by the statute, may enforce lease obligations**, while authorized occupants are excluded from that scope.

***Lattimore v. Brahmbhatt*, 2024 U.S. Dist. LEXIS 1142, 2024 WL 26687 (W.D. Va. Jan. 3, 2024) (Cullen, J.).**
Federal district court decision on summary judgment; **persuasive** only (not binding on Virginia state courts). The United States District Court for the Western District of Virginia (Judge Thomas Cullen) addressed whether defendants qualified as "landlords" under the Virginia Residential Landlord and Tenant Act ("VRLTA"), Va. Code § 55.1-1200 et seq. Because the VRLTA defines a landlord as "the owner, lessor, or sublessor of the dwelling unit or the building of which such dwelling unit is a part," the court framed the key issue as whether the Brahmbhatts fell within this definition. Plaintiffs alleged wrongful eviction after being forced to vacate a manager's apartment provided as part of their employment, but they did not rebut defendants' argument that the Brahmbhatts were not their landlords within the meaning of the statute. Applying Virginia law, the court held that plaintiffs had abandoned their VRLTA (and related Fair Housing Act and Virginia Fair Housing Law) claims, because failure to respond to a dispositive argument constitutes concession. Thus, the court granted summary judgment,

reinforcing that VRLTA protections only extend to those who meet the statute's definition of "landlord," and claims collapse when that definitional threshold is not satisfied.

§ 55.1-1201 — Applicability of the VRLTA

Definition / Meaning:
This section decides **when and where the Virginia Residential Landlord & Tenant Act (VRLTA)** applies, and what kinds of living arrangements are **in or out** of the law. It also explains how local rules interact with the Act.

Key Rules & Applications

- **Universal Coverage (A & B):**
  - VRLTA applies **statewide** — no city, county, or court can waive or alter it.
  - Covers all **single-family and multifamily dwellings** in Virginia.
  - HUD rules shall control if there's a conflict.
- **Exclusions (C): Not "residential tenancies"**
  - Institutional housing (geriatric, medical, educational, religious, counseling or similar services).
  - Members of fraternal/social orgs living in their lodge.
  - Condo owners or cooperative leaseholders.
  - Campground occupants (§ 35.1-1).
  - People living rent-free pursuant to a rental agreement (no rent = no VRLTA).
  - Employees whose housing is tied to their job (and ≤ 60 days after termination).
  - Occupants under a contract of sale (buyer in possession).
  - Residents of recovery housing (§ 37.2-431.1).
- **Hotel/Motel//Extended Stay Rules (D):**
  - **Applies to occupants of a hotel, motel, extended stay facility, vacation residential facility, including those governed by the Virginia Real Estate Time-Share Act (§ 55.1-2200 et seq.), boardinghouse, or similar transient lodging.**
  - **Short-term / non-primary residence guests:** Not tenants; innkeeper may use **self-help eviction**.
  - **≤ 90 days as primary residence:** Still exempt, but owner must give **5-day nonpayment notice** before self-help eviction.
  - **As primary residence > 90 days or written lease > 90 days:** Now treated as tenants under VRLTA, with full protections.
  - Owners may still pursue **civil/criminal remedies** regardless.
- **Local Authority (E):**
  - Localities may set up **mediation or maintenance code enforcement**, but VRLTA **overrides** any local ordinances on landlord-tenant relations.

Practical Application

- **First filter:** Ask: *Does the person live in a covered dwelling?*

- **Check exclusions:** If yes → VRLTA applies. If they fall in an exclusion (institutional, hotel < 90 days, employee housing, etc.) → VRLTA doesn't govern.
- **HUD housing:** Apply VRLTA unless it conflicts with HUD regs → HUD controls.
- **Hotels/motels:** Bot should flag the **90-day rule** and **self-help eviction** exception.
- **Local rules:** Clarify that local ordinances can't override VRLTA, except mediation/maintenance codes.

Case Law

Haynes-Garrett v. Dunn, 296 Va. 191 (2018) (Virginia Supreme Court; binding)
This binding decision explains how § 55.1-1201's exclusions intersect with common-law duties. The Court noted the VRLTA excludes occupants of a "vacation residential facility" when the lodging is not their primary residence (formerly § 55-248.3:1(D)(1), now recodified in § 55.1-1201), but emphasized that VRLTA applicability does not determine the duty of care—common-law status does. The controlling question is whether the occupants were given exclusive possession and control (landlord-tenant) or whether the owner retained a continued presence/control like an innkeeper. Because the owners rented their beach house for a week to a family, were absent, could not enter without the manager's notice, and provided no hotel-type services, they owed only the ordinary landlord duty, not the heightened innkeeper duty. Result: judgment for owners affirmed; § 55.1-1201's vacation-rental exclusion does not convert such stays into innkeeper/guest arrangements—common-law landlord-tenant rules still govern.

***Dreblow v. Travitz*, Chesapeake Cir. Ct. (Feb. 2025) (Whitted, J.)**

Virginia circuit court decision; **persuasive** authority only, not binding statewide. Virginia's landlord-tenant act does not extend indefinitely once a rental agreement expires. In *Dreblow v. Travitz*, the court confronted an ejectment/unlawful detainer action following the death of the property owner and expiration of a lease that had been executed while the decedent was alive. The defendant argued that the action was barred because the landlord had not provided the VRLTA-mandated "Statement of Tenants' Rights and Responsibilities" (§ 55.1-1204(H)). The court rejected that argument, holding that the VRLTA's notice requirement was inapplicable once the lease term ended and the landlord had not consented to continued occupancy. Instead, the tenant's status was governed by the holdover provision in § 55.1-1253. The court emphasized that interpreting the VRLTA otherwise would yield absurd results, effectively forcing estates or successor owners to comply with VRLTA obligations long after a lease expired. This reasoning clarifies that **VRLTA applicability hinges on a valid rental agreement or landlord consent to continued occupancy; once those cease, so do the statute's protections.**

Hodge v. Hammond

Persuasive Virginia circuit court decision. In *Hodge (2025)*, the Rockingham County Circuit Court addressed whether an employee who was provided housing as part of his job qualified as a tenant under the VRLTA. The court held that the plaintiff, whose right to occupy a two-bedroom apartment was conditioned entirely on his employment as property manager, was not a "tenant" under **§ 55.1-1200's definition** because there was no rental agreement. Instead, his access to the

unit was incidental to his employment, akin to a company car or keys to the building. The court emphasized **§ 55.1-1201(C)(6)**, which expressly excludes occupancy by an employee of a landlord whose housing is tied to employment, unless the former employee remains in the unit for more than 60 days after termination. Because the plaintiff vacated within that statutory window, VRLTA protections did not apply. This case reinforces the statutory carve-out by clarifying that employee housing is not protected tenancy unless the statutory 60-day threshold is crossed.

Lattimore v. Brahmbhatt

Lattimore v. Brahmbhatt, No. 4:21-cv-00038 (W.D. Va. Jan. 3, 2024) (district court; persuasive)

This federal district-court decision holds the VRLTA inapplicable under Va. Code § 55.1-1201(C)(6) because the plaintiffs' housing was tied to their jobs at a motel—i.e., an "occupancy … conditioned upon employment in and about the premises." On the complaint's own allegations, plaintiffs lived in a manager's unit as a condition of employment and were moved so the new owner could reside there; the court therefore concluded the VRLTA "does not apply" on this employment-based exclusion and granted summary judgment on the VRLTA claim. The court treated the point as an alternative merits ruling (plaintiffs also failed to respond on landlord status), but its applicability analysis squarely turns on § 55.1-1201(C)(6). By declining to treat employer-provided housing (as part of a job at a motel) as a tenancy, the case reinforces the statutory carve-out in **§ 55.1-1201(C)** that excludes certain relationships—such as those where occupancy is incidental to employment—from the Act's coverage.

Clemons v. E.S.A. Mgmt., 2018 WL 1594721 (W.D.N.C. Apr. 2, 2018) (federal district court; persuasive only)
This persuasive decision applies the VRLTA's hotel/extended-stay exclusion (recodified at § 55.1-1201; formerly § 55-248.3:1). The court held the plaintiff was not a "tenant" under the VRLTA because he stayed in an Extended Stay America in Virginia for fewer than 90 consecutive days, so his retaliation claim under the VRLTA failed. The court quoted the statutory rule that lodging in a hotel/motel/extended-stay used as a primary residence for < 90 days is not subject to the Act, and noted plaintiff alleged no intent to stay ≥ 90 days. Result: VRLTA claim dismissed on applicability grounds (other non-VRLTA claims proceeded), illustrating the § 55.1-1201 transient-occupancy carve-out. See 2018 WL 1594721, at *5.

Federico v. Lincoln Military Housing, LLC, 2013 WL 5409910 (E.D. Va. Sept. 25, 2013) (federal district court; persuasive only)
Implications for § 55.1-1201 (applicability/exemptions): the court proceeded on the premise that tenants in privatized military family housing were covered by the VRLTA; it did not address or apply any § 1201 exclusions (e.g., transient hotel/motel or occupancy conditioned on employment). Thus, Federico is best read as an example where no § 1201 carve-out was at issue, rather than as construing § 1201's scope. On remedies, the court limited the VRLTA to non-PI damages (economic relief such as mold-remediation and temporary housing costs and potential attorney's fees) and confirmed that negligence per se cannot be predicated on the VRLTA itself.

Maciel v. Commonwealth, 2011 WL 65942 (Va. Ct. App. Jan. 11, 2011) (unpublished; persuasive only)

This criminal trespass appeal recognizes the VRLTA's institutional-housing exemption (recodified at § 55.1-1201; formerly § 55-248.5). The court held the VRLTA was "wholly inapplicable" because the tenant's apartment was university housing "incidental to … educational" services, so the Act's protections and procedures did not govern his occupancy. In that posture, the university could rely on the lease (which required immediate vacatur upon loss of student status) and did not need to proceed under VRLTA remedies; after notice, the student's refusal to leave supported a trespass conviction. Result: illustrates § 55.1-1201's carve-out for residence at a public or private institution incidental to educational services—university/college housing falls outside the VRLTA.

§ 55.1-1202. Notice

Scope / Authority

- Applies to all rental agreements under the **Virginia Residential Landlord and Tenant Act (VRLTA)**.
- Governs how notices are given and what must be included.

Key Rules

- **Electronic Notices**: Allowed *if the rental agreement provides*, but tenant may elect paper. Proof of delivery must be retained (receipt, fax confirmation, or certificate of service) (**§ 55.1-1202(A)**).
- **Service on Landlord/Tenant**:
  - Landlord → at business office or designated address.
  - Tenant → last known residence, including the dwelling unit (**§ 55.1-1202(B)**).
- **Organizations**: Notice. Knowledge, , or a notice or notification received by an organization is effective for a particular transaction when brought (or from the time it would have been brought) to attention of the person conducting the transaction, or from the time it would have been brought to his attention if the organization exercised reasonable diligence (**§ 55.1-1202(C)**).
- **Public Housing Authority Tenants**: Termination notices must list name, address, and phone number of local legal aid program, if any, serving the premise's jurisdiction, on the first page in type no less legible than that used in the body of the notice. (**§ 55.1-1202(D)**).
- **Voucher / Assisted Tenants**: Notices by private landlords must list statewide legal aid phone number and website on the first page in prominent type (**§ 55.1-1202(D)**).
- **Delegation**: Landlord may delegate notice duties to managing agent, attorney, or other third party. Electronic signatures and notarizations are valid (**§ 55.1-1202(E)**).

Practical Application

- If landlord serves notice electronically but cannot prove delivery → **notice is defective**, and eviction/termination may fail.
- If tenant requests paper notice and does not receive→ electronic service is **ineffective**.
- Public housing / voucher cases → missing legal aid info on first page = **fatal defect in termination notice**.
- Delegation reduces landlord liability risk—use attorneys or agents to ensure compliance.

Case law
No case law.

§ 55.1-1203. Application; deposit, fee, and additional information

Scope / Authority

- Governs application fees, deposits, and applicant information requests in Virginia residential leasing.

Key Rules

- **Deposits**
  - Landlord may require a **refundable application deposit** in addition to a nonrefundable application fee (**§ 55.1-1203(A)**).
  - If applicant **fails to rent** or landlord rejects:
    - Refund balance (minus actual expenses/damages) + itemized list required of expenses and damages.
    - Deadline: **20 days** generally; **10 days** if deposit was cash/cashier's check/money order and rejection was landlord's decision.
  - Wrongful withholding → applicant may recover **deposit + attorney fees**.
- **Applicant Information**
  - Landlord may request identifying info to evaluate eligibility (**§ 55.1-1203(B)**).
  - May photocopy state-issued ID (driver's license with SSN/control #), **but not U.S. government ID** if prohibited by **18 U.S.C. § 701**.
  - May require SSN (SSA-issued) or ITIN (IRS-issued).
- **Application Fees**
  - Capped at **$50** (excluding actual 3rd-party background/credit check costs) (**§ 55.1-1203(C)**).
  - If unit is **HUD-regulated / public housing**, cap is **$32** (excluding actual 3rd-party costs).
- **Family Abuse Protections**
  - Landlord must consider **evidence of family abuse** (as defined in **§ 16.1-228**) to mitigate the impact of low credit scores (**§ 55.1-1203(D)**).
  - Proof may include:
    - Letter from domestic violence program, HUD-certified housing counselor, or applicant's attorney;
    - Law-enforcement incident report;
    - Court order.
  - Noncompliance → applicant may recover **actual damages, all fees/deposits paid, and attorney fees**.

Practical Application

- **Deposits**: Landlords must treat application deposits almost like trust funds — return promptly with an itemized list or risk paying damages + attorney fees.
- **Fees**: Any charge over $50 (or $32 for HUD units) is unlawful unless it's a pass-through of **actual 3rd-party costs**.
- **Screening**: Landlords must tread carefully when applicants present **domestic violence documentation**; ignoring it opens the door to liability.

Case law
No case law.

§ 55.1-1204. Terms and Conditions of Rental Agreement

Authority / Scope

- Governs what goes into a Virginia rental agreement, rent payment rules, late fees, renewal, notice obligations, and the required **"Statement of Tenant Rights and Responsibilities."**
- **Authority:** Va. Code Ann. § 55.1-1204 (2025).

(C) Default Terms (if no written agreement is offered)
If landlord fails to provide a written lease, the law **imposes a 12-month lease by operation of law** with built-in terms:

1. VRLTA applies by default;
2. Lease = **12 months**, no auto-renewal (except see § 55.1-1253(D) re: month-to-month);
3. Rent (12 equal periodic installments) = agreed amount, or **fair market rent** if not specified;
4. Rent due 1st of month, late after 5th;
5. Late fee capped per statute (later provided in this chapter);
6. **Security deposit capped at 2 months' rent**;
7. Parties may still formalize in writing later.

Case law

***Dreblow v. Travitz*, Chesapeake Cir. Ct. (Feb. 2025) (Whitted, J.)**

Persuasive authority only; not binding statewide. Virginia's landlord-tenant act does not extend indefinitely once a lease ends. In *Dreblow v. Travitz*, the Chesapeake Circuit Court addressed an ejectment and unlawful detainer action after the death of a property owner and the expiration of a lease executed during his lifetime. The tenant argued that the landlord's suit was barred under Va. Code § 55.1-1204(H) because she had not received the "Statement of Tenants' Rights and Responsibilities." The court rejected that argument, holding that the VRLTA's notice requirement applies only while a rental agreement is active or when the landlord consents to continued occupancy. Once the lease expired and the landlord refused consent, the tenant's rights were governed instead by the holdover tenancy rules in § 55.1-1253. The court reasoned that extending VRLTA protections indefinitely would produce "absurd results," forcing estates or successor owners to comply with statutory duties long after an agreement had lapsed. The case thus clarifies that the applicability of § 55.1-1204 hinges on the existence of a valid rental agreement or landlord consent, and once those conditions end, so do the statute's protections.

Leasco Ltd by MPower LLC v. Knupp, No. CL23002873-00, 2023 WL 8679616 (Rockingham Cty. Cir. Ct. Dec. 5, 2023) (trial order; persuasive only).
This persuasive circuit-court order applies § 55.1-1204(H)'s prerequisite that a landlord must provide the Virginia Statement of Tenant Rights and Responsibilities before filing an unlawful detainer. The landlord admitted it had not delivered the Statement; the court sustained the tenant's demurrer and dismissed the UD without prejudice, directing that any eviction action be

refiled only after the Statement is provided. Result: strict enforcement of § 55.1-1204(H) as a precondition to proceeding on an unlawful detainer; merits of the alleged lease violations were not reached.

Portsmouth Redevelopment & Housing Auth. v. Lightfoot, No. CL22-4753, 2023 WL 7418797 (Portsmouth Cir. Ct. Sept. 20, 2023) (trial order; persuasive only).
Applies § 55.1-1204(H)'s "shall not file or maintain" prerequisite: because the landlord could not prove it had provided the Virginia Statement of Tenant Rights and Responsibilities to the tenant before filing its unlawful detainer (file contained a Statement signed by the leasing agent but not by the tenant, and no other proof of delivery), the court deemed § 55.1-1204(H) mandatory and jurisdictional and dismissed for lack of subject-matter jurisdiction. Result: strict enforcement of § 55.1-1204(H) as a condition precedent to any UD; merits and other motions not reached.

Anderson v. Banks, No. CL23000395-00, 2023 WL 9288532 (Greene Cty. Cir. Ct. Aug. 22, 2023) (trial order; persuasive only).
Applies § 55.1-1204(H)'s "shall not file or maintain" prerequisite: the landlord admitted he never provided the DHCD Virginia Statement of Tenant Rights and Responsibilities before filing an unlawful detainer. The court treated § 55.1-1204(H) as a condition precedent to any UD and dismissed the action—with prejudice—without reaching possession or rent. Result: strict, pre-filing delivery of the Statement is mandatory under § 55.1-1204(H); noncompliance bars the case.

Frye v. Erbe, No. CL23000088-00, 2023 WL 8679941 (Page Cty. Cir. Ct. May 31, 2023) (trial order; persuasive only).
Landlord filed a UD but admitted she never gave the tenant the DHCD "Virginia Statement of Tenant Rights and Responsibilities." Court treated § 55.1-1204(H) as a strict pre-filing condition and dismissed the UD—with prejudice. Court also held: (i) failure to conduct required move-in/move-out inspections under § 55.1-1214 bars the landlord's claim for property damages beyond ordinary wear and tear; and (ii) no cause of action exists to recover landlord "lost wages" under § 55.1-1245 or otherwise. Bottom line: noncompliance with § 1204(H) is fatal to filing/maintaining a UD, and skipping § 1214 inspections forecloses damage claims.

§ 55.1-1204.1. Fee Disclosure Statement

Definition / Core Requirement:
Landlords must provide tenants with a **clear, itemized list of charges** on the **first page** of the written rental agreement. This list must include:

- **Security deposit**
- **Rent due per payment period** pursuant to the lease period
- **Any additional one-time charges** due before move-in or included in the first rent payment

Above this list, the rental agreement must contain the mandatory statement:

"No additional security deposits or rent shall be charged unless they are listed below or incorporated into this agreement by way of a separate addendum after execution of this rental agreement."

Practical Application:
This section closes loopholes where landlords might slip in undisclosed charges after lease signing. It forces transparency upfront, prevents "junk fees," and ensures tenants can clearly see all initial financial obligations before committing. Landlords who fail to comply risk claims that the unlisted charges are invalid and unenforceable.

Case law
No case law.

Va. Code § 55.1-1206 — Landlord may obtain certain insurance for tenant

This statute governs when and how a landlord may require tenants to maintain **damage.**

- **Types of Insurance:**
  - Landlords may require tenants to maintain either (i) **damage insurance** or (ii) **renter's insurance** as a condition of tenancy.
  - Payments for premiums under either type are **deemed rent, not security deposits** (§ 55.1-1200).
- **Security Deposit Cap Interaction:**
  - Total charges for **security deposits + damage insurance premiums + renter's insurance premiums (paid upfront)** may not exceed **two months' periodic rent** (§ 55.1-1208).
  - Landlord may add monthly amounts beyond this limit as rent to recoup additional renter's insurance costs.
- **Tenant's Opt-Out Rights:**
  - Tenants may obtain their **own separate policy** in lieu of landlord-provided coverage. Landlord shall notify tenant of this right in writing.
  - Tenant must provide **written proof of coverage** and maintain it throughout tenancy.
  - For a tenant that opts out of the landlord's damage insurance program, the landlord shall allow such tenant to either provide their own damage insurance policy or pay the full security deposit.
  - If the tenant's policy lapses, landlord may provide substitute coverage and charge the tenant until proof of reinstatement is given.
- **Landlord's Obligations When Providing Coverage:**
  - Policy must **list the tenant as an insured**.
  - Landlord may recover **actual costs of premiums** plus **administrative/other fees**, including costs tied to opt-outs.
  - Landlord must provide, **before lease execution**, either:
    - a **summary prepared by the insurer** or
    - a **certificate evidencing coverage**.
  - Upon request, the landlord must also make the **full policy available**.
  - The summary/certificate must state **whether the policy includes a waiver of subrogation**.
  - Failure to provide summary/certificate does not invalidate the lease.
- **If Renter's Insurance Is Not Required:**
  - Landlord must provide a **written notice before lease execution** stating:
    - Landlord is **not responsible for tenant's personal property**.
    - Landlord's insurance **does not cover tenant's property**.
    - Tenants should obtain their own renter's insurance.
    - Renter's insurance **does not cover flood damage**.
    - Tenants should contact **FEMA** or visit FEMA's NFIP site or Virginia's Flood Risk Information System for flood-hazard information.

    - Any failure of the landlord to provide such notice shall not affect the validity of the rental agreement.
    - Landlord may assist with translations or refer to online translation tools but:
        - **Not liable** for translation errors.
        - **May not charge** for assistance or referral.
- **Escrow / Self-Insurance Programs:**
    - Landlord may operate a **self-insurance program** held in escrow.
    - Tenant may be charged a **prorated share of actual costs and administrative fees**.
    - Funds may be applied directly by landlord to pay claims under the self-insurance plan.

Practical Application

- **Insurance as Rent:** Premiums for landlord-provided renter's or damage insurance count as rent, not deposits. Total of deposits + upfront premiums cannot exceed two months' rent.
- **Tenant Choice:** Tenants always have the right to buy their own policy instead of the landlord's; proof of coverage must be given and kept current.
- **Disclosure Duty:** Landlords must provide a summary or certificate of any policy they procure, including whether it waives subrogation; failure doesn't void the lease but may create disputes.
- **Notice Requirement:** If insurance isn't required, landlords must give a clear written warning that tenant property isn't covered, flood damage isn't included, and tenants should check FEMA resources.
- **Administrative Fees:** Landlords can recoup actual insurance costs and related admin fees, but padding charges risks challenge as unlawful rent inflation.
- **Self-Insurance:** Landlords may run pooled or escrow self-insurance programs and charge tenants their share, but must keep funds properly allocated and usable for claims.

Case law
No case law.

§ 55.1-1208. Prohibited provisions in rental agreements.

A. Prohibited Terms in Leases
A rental agreement **cannot contain provisions** that:

1. **Waive VRLTA rights** – Tenants cannot sign away rights or remedies granted under the Virginia Residential Landlord and Tenant Act.
2. **Waive condo/coop protections** – Tenants cannot waive the 120-day conversion/rehab notice protections under the Virginia Condominium Act, Cooperative Act, or § 55.1-1410.
3. **Confess judgment** – Tenants cannot authorize anyone to confess judgment on claims from the rental agreement (no automatic "you lose" clauses).
4. **Attorney's fees** – Tenants cannot be required to pay landlord's attorney fees, except as specifically allowed by the VRLTA.
5. **Exculpation/indemnity** – Tenants cannot waive landlord liability for legal claims, or indemnify landlord for those liabilities/costs.
6. **Firearms in public housing** – Public housing landlords cannot ban lawful possession of firearms in units (unless federal law says otherwise).
7. **Excessive upfront payments** – Tenants cannot be required to pay more than **two months' rent total** in security deposit + damage insurance premiums + renter's insurance premiums before move-in.
8. **Servicemembers Civil Relief Act (SCRA)** – Tenants cannot waive SCRA protections in advance. Waiver is only allowed after a dispute arises, to resolve that specific dispute.

Case law

Parrish v. Vance
Binding Virginia Court of Appeals decision, In *Parrish v. Vance* (Va. Ct. App. 2024), the Court of Appeals held that lease provisions shifting pest extermination responsibilities to the tenant are unenforceable when they conflict with the Virginia Residential Landlord and Tenant Act (VRLTA). The tenant, Vance, discovered a severe flea infestation upon moving in and ultimately filed a Tenant's Assertion, depositing rent into escrow and seeking termination of the lease. The landlord, Parrish, argued that the lease explicitly placed pest control costs on the tenant. The court rejected this defense, explaining that Code § 55.1-1208 prohibits rental agreements from containing provisions that waive or forgo tenant rights or remedies under the VRLTA. Because § 55.1-1220 imposes a statutory, nonwaivable warranty of habitability, any lease language attempting to contract around that duty was void. The court further found that Vance satisfied the requirements of § 55.1-1244 by giving written notice, paying rent into court, and showing that the landlord had a reasonable opportunity to cure but failed. The flea infestation rendered the premises uninhabitable, constituting material noncompliance with the landlord's duties. On evidentiary challenges, Parrish's objections failed because he himself introduced the contested report, thereby "inviting error." His due process argument was procedurally barred for lack of timely objection. The court affirmed termination of the lease, disbursement of the escrowed rent to the tenant, and attorney's fees. The key rule extracted is that **under § 55.1-1208, any lease provision that purports to waive the tenant's statutory rights—such as the landlord's duty to maintain habitable premises under § 55.1-1220—is void and unenforceable.**

Brannon v. BOP Reston F, LLC, 113 Va. Cir. 287, 2024 WL 5454691 (Fairfax Cty. Cir. Ct. May 2, 2024) (letter opinion; persuasive only).
Tailored to § 55.1-1208 (VRLTA "prohibited provisions"): The court refused to dispose of tenants' claims based on a lease limitation-of-liability clause at the demurrer stage, holding that enforcement of such a clause is an affirmative defense not reachable on demurrer. In noting why the clause would be unenforceable anyway, the court cited § 55.1-1208(A)(5) & (B), which make any lease term that exculpates or limits a landlord's liability to the tenant (or requires the tenant to indemnify the landlord for that liability) unenforceable.

***Federico v. Mid-Atlantic Military Family Communities, LLC**, No. 2:12CV596, 2016 WL 4582057 (E.D. Va. Aug. 31, 2016)*

This persuasive federal district court decision in *Federico v. Mid-Atlantic Military Family Communities, LLC* interprets § 55-248.9(A)(4), the predecessor statute to § 55.1-1208(A)(4), regarding rental agreement provisions requiring tenants to pay landlord attorney fees. After successfully defending a tenant's breach of contract claim, defendant property management company sought $897,062.75 in attorney fees under a lease provision stating: "If any legal action or proceeding is brought by either party to enforce any part of this Lease, the prevailing party will recover, in addition to all other relief, reasonable attorneys' fees and costs." The court held that § 55-248.9(A)(4) "expressly prohibits lease terms requiring tenants to pay a landlord's attorneys' fees, except for when a landlord successfully challenges a tenant's compliance with a lease." The court distinguished the VRLTA's limited attorney fee provisions, noting they apply "when a tenant or landlord successfully challenges the other party's compliance with the lease, not for a party successfully defending a claim brought against it." The court emphasized that § 55-248.9(A)(4) designates such prohibited provisions as "unenforceable." The court applied § 55-248.9(B)'s [now § 55.1-1208(B)] enforcement remedy, awarding plaintiffs $4,500 in attorney fees for opposing defendant's motion, reasoning that "the landlord, through its agent, has attempted to obtain attorneys' fees in violation of the VRLTA" and the statute "provides that a tenant may recover damages and reasonable attorneys' fees if a landlord brings an action to enforce a prohibited provision." This precedent establishes that § 55.1-1208(A)(4) broadly prohibits attorney fee provisions favoring landlords in residential leases, even mutual prevailing party clauses, and that § 55.1-1208(B) provides meaningful enforcement remedies when landlords attempt to collect under such prohibited provisions.

Newman v. L & H Company, 86 Va. Cir. 48 (2012)

This persuasive Virginia Circuit Court decision in *Newman v. L & H Company* directly interprets § 55-248.9(A)(5), the predecessor statute to § 55.1-1208(A)(5), regarding rental agreement indemnification provisions. After a house fire caused by landlord's negligent fireplace modification destroyed tenants' personal property, landlord filed a counterclaim seeking enforcement of a lease indemnity clause requiring tenants to reimburse landlord for "any and all liability, claims, loss, damages, or expenses, including any attorney's fees and/or costs" that landlord might incur for injury to tenants' person or property caused by conditions of the premises. The court held that § 55-248.9(A)(5) [now § 55.1-1208(A)(5)] prohibits rental

agreement provisions whereby a tenant "agrees to the exculpation or limitation of any liability of the landlord to the tenant arising under law or to indemnify the landlord for that liability or the costs connected therewith." The court characterized this as "statutory unconscionability," noting the legislature "condemned the practice of a landlord preying on unsuspecting tenants" through such provisions. The court emphasized that § 55-248.9(B) [now § 55.1-1208(B)] not only renders such provisions "unenforceable" but provides that "if a landlord brings an action to enforce any of the prohibited provisions, the tenant may recover actual damages sustained by him and reasonable attorney fees." The court applied this analysis to deny landlord's motion for summary judgment on the indemnity counterclaim. Additionally, the court found the indemnity provision unconscionable as a contract of adhesion and contrary to public policy, reinforcing the statutory analysis. This decision establishes that § 55.1-1208(A)(5) broadly prohibits lease provisions that would shift landlord liability to tenants, whether characterized as indemnification, exculpation, or limitation of liability clauses, and provides enforcement remedies when landlords attempt to enforce such prohibited provisions.

Isley v. PRG Real Estate Management, Inc., 66 Va. Cir. 40 (2004)

This persuasive Virginia Circuit Court decision in *Isley v. PRG Real Estate Management, Inc.* directly interprets § 55-248.9(A)(5), the predecessor statute to § 55.1-1208(A)(5), regarding rental agreement exculpation provisions. After tenant fell through his apartment ceiling and sued landlord for negligence and other claims, landlord filed a special plea of release arguing that plaintiff's execution of a subsequent lease containing a general release provision barred his claims. The court held that under the VRLTA, "any lease provision which 'agrees to the exculpation or limitation of any liability of the landlord to the tenant arising under law' is prohibited, Va. Code Ann. § 55-248.9(A)(5), and any such provision contained within a lease agreement is unenforceable, Va. Code Ann. § 55-248.9(B)." The court applied this prohibition to reject landlord's special plea, ruling that "the provision on which defendant relies is unenforceable and the signing did not release defendant of any liability resulting from a defect in the property." The decision demonstrates that § 55.1-1208(A)(5) applies broadly to invalidate any lease provision that would limit or eliminate landlord liability for legal obligations, regardless of when such provision is signed relative to the underlying incident. The court's straightforward application shows that § 55.1-1208(A)(5) provides tenants with absolute protection against contractual limitation of landlord liability arising under law, with § 55.1-1208(B) rendering such provisions categorically unenforceable. This precedent establishes that landlords cannot circumvent statutory or common law liability through release clauses, even when signed after an incident occurs.

§ 55.1-1209 — Confidentiality of Tenant Records

Definition / Meaning

This section protects tenant privacy by restricting when a landlord or managing agent may release tenant or prospective tenant information. It creates a general rule of confidentiality with a list of specific exceptions.

Key Rules & Applications

General Rule: Tenant records are confidential. Landlord/managing agent cannot release them except in the following circumstances:

1. **Consent** — Tenant or prospective tenant gives prior written consent.
2. **Public Record** — Information already falls under Virginia's public records law (§ 2.2-3701).
3. **Payment History** — Summary of tenant's rent payment record (e.g., amounts and timeliness).
4. **Unremedied Violations** — Copy of a material noncompliance or termination notice where the tenant did not remain in the premises.
5. **Law Enforcement/Public Safety** — Requested by a state, local, or federal official in the performance of duties.
6. **Civil Subpoena** — Requested under subpoena in a civil case.
7. **Tax Commissioner** — Requested by local commissioner of the revenue (§ 58.1-3901).
8. **Property Sale** — Requested by contract purchaser of the property, if purchaser agrees in writing to maintain confidentiality.
9. **Lender Requests** — Requested by landlord's lender for financing or refinancing.
10. **Military Housing** — Requested by tenant's commanding officer, military housing officer, or military attorney.
11. **Attorney/Collections** — Requested by landlord's attorney or collection agency.
12. **Emergency** — Information is necessary due to an emergency.
13. **Management Transfer** — Provided to managing agent or successor managing agent.
14. **Census** — Requested by U.S. government employees or contractors for census purposes.

Other Rules:

- **Tenant Screening Info**: Any information obtained under § 55.1-1203 remains confidential and may only be released under subpoena.
- **Third-Party Notice Designation**: Tenant may designate a third party to receive duplicate copies of eviction summonses (§ 8.01-126) and landlord notices. This gives *notice only* — no legal standing to that third party. Failure to send notice to the third party does not invalidate judgments.

- **Third-Party Record Storage**: Landlord may outsource record storage to a third-party provider. Landlord is not liable for a data breach unless caused by gross negligence or intentional conduct. No statutory requirement to indemnify the provider.
- **Tenant Access to Records**: Tenant may request copies of their records in paper or electronic form.
    - If records are available through a tenant portal, access must be free.
    - A landlord may charge for **extra copies** if the lease permits, but only actual preparation costs.

Practical Application

- **Bot Filter**: First ask — is the landlord sharing tenant information? If yes, check whether an exception applies.
- **Common Situations**:
    - Tenant wants a copy of their ledger → landlord must provide it; may charge for multiple hard copies.
    - Landlord sends info to a lender or buyer → allowed, but buyer must agree in writing to keep data confidential.
    - Landlord shares info with collection agency → allowed, but still bound by fair debt laws.
    - Emergency disclosure (e.g., fire, health hazard) → permitted.
- **Red Flag**: Personal info shared outside these exceptions = statutory violation.

Case law
No case law.

§ 55.1-1213 — Transfer of Deposits upon Purchase

Definition / Meaning
This section ensures that tenants' security deposits remain protected when rental property changes ownership. It requires the selling landlord (or their managing agent) to transfer all security deposits and accrued interest to the new owner at the time of property transfer. The statute prevents deposits from "disappearing" during ownership changes and guarantees that tenants' rights to reclaim their deposits continue under the new landlord.

Key Rules & Applications
When a rental property is sold, the current owner must transfer all tenant security deposits (and interest) to the purchaser. If a managing agent is involved under a property management agreement, the owner must give written notice to the agent to release the deposits. The managing agent must then return deposits to the current owner before settlement, and notify tenants in writing that their deposit has been transferred to the new owner. This creates a clear chain of custody for deposits and ensures accountability.

Practical Application

- **For Tenants:** You don't lose your security deposit if your building is sold. The deposit "travels" with the lease, and the new landlord steps into the shoes of the old one. Example: If you paid a $1,500 deposit to Landlord A, and Landlord B buys the property, Landlord B now holds your deposit (and must return it subject to deductions).
- **For Landlords:** Failing to transfer deposits at sale could expose you to liability, as tenants retain rights to recover deposits regardless of property ownership changes. Example: If the seller keeps deposits but doesn't transfer them, the buyer may still be responsible to the tenants — creating risk of double liability.
- **Guidance:** Always ask: "Who currently holds the tenant deposits, and have they been transferred properly at closing?" If the answer is unclear, both old and new landlords may face claims.

Case law

No case law.

§ 55.1-1214 — Inspection of Dwelling Unit; Report

Definition / Meaning
This section establishes procedures for documenting the condition of a dwelling unit at the beginning of a tenancy. It requires a written inspection report identifying any pre-existing damages and allocates responsibility for objections and accuracy. It also clarifies that the landlord is not automatically obligated to repair noted damages unless required by habitability or statutory repair duties.

Key Rules & Applications

- **Landlord's Duty (Default Rule):**
  • Within **5 days of tenant's occupancy**, landlord must provide tenant a **written itemized report of existing damages**.
  • The report is presumed correct unless the tenant **objects in writing within 5 days** of receipt.
- **Tenant-Prepared Reports (Optional Landlord Policy):**
  • Landlord may adopt a written policy allowing tenant to prepare the move-in inspection report.
  • Tenant must give a copy to landlord.
  • Report deemed correct unless **landlord objects in writing within 5 days** of receipt.
- **Joint Report (Optional Landlord Policy):**
  • Landlord's policy may also provide for a **joint inspection report** signed by both landlord and tenant.
  • Both receive copies.
  • Once signed and distributed, the report is deemed correct.
- **Repair Obligation:**
  • Listing damages in the move-in report does **not obligate the landlord to fix them**, unless repairs are otherwise required under:
  – **§ 55.1-1215 (Maintenance duties of landlord)** or
  – **§ 55.1-1220 (Landlord to supply essential services, e.g., heat, water, electricity, etc.).**

Practical Application

- **For Tenants:**
  • Always review the landlord's move-in inspection report carefully; file a **written objection within 5 days** if you disagree.
  • If landlord allows tenant-prepared or joint reports, document carefully (photos, timestamps).
  • Remember: Not all cosmetic damage will be repaired—only defects violating habitability/maintenance statutes must be addressed.
- **For Landlords:**
  • Providing the move-in report is mandatory (unless tenant-prepared or joint policy is adopted).
  • Adopting a tenant-prepared or joint system can reduce disputes later.

• Damage noted on reports doesn't require repair unless tied to habitability or legal obligations.

Guidance:

1. Always ask: **Who prepared the inspection report — landlord, tenant, or both?**
2. Confirm whether written objections were made within 5 days.
3. Distinguish between **cosmetic damage (not required to be repaired)** vs. **statutory repair duties (§ 55.1-1215, § 55.1-1220).**

Case law

Copperpen, LC v. Gioscio*, 99 Va. Cir. 286 (2018)*

This persuasive Virginia Circuit Court decision in *Copperpen, LC v. Gioscio* provides the most comprehensive judicial interpretation of § 55-248.11:1, the predecessor statute to § 55.1-1214, regarding move-in inspection requirements and remedies for landlord non-compliance. Landlord sued tenants for property damages after tenancy termination, but conceded it never conducted the required move-in inspection under Va. Code § 55-248.11:1, which mandates that "the landlord shall, within five days after occupancy of a dwelling unit, submit a written report to the tenant, for his safekeeping, itemizing damages to the dwelling unit existing at the time of occupancy." The court noted that while the statute contained no express remedy for landlord violations, "willful non-compliance with a legal directive cannot be ignored as a general premise of law" and "compliance is specifically important in the context of the move-in inspection because there is a reason for the statute—to prevent exactly the current situation in this case where the existence, origin and timing of most of the damages are in dispute." The court rejected tenants' argument that landlord non-compliance creates "a complete and absolute bar to any and all recovery by the landlord for any otherwise recoverable damages," finding such interpretation would create "an unfettered and unchecked ability to exert willful, and perhaps cataclysmic, damage on a residence." Instead, the court created a judicial remedy holding that "a landlord's violation of the statutory requirement for a move-in inspection should act as a de facto presumption to bar a landlord's recovery where there is a dispute or conflict in the evidence of damages on which reasonable persons could differ because of the absence of the probative benchmark the move-in inspection would have established." The court applied this rule to limit landlord's recovery to only undisputed damages (fire damage and crayon marks), awarding $3,593.30 instead of the full claimed amount. This precedent establishes that § 55.1-1214 violations create an evidentiary presumption against landlords in damage disputes while preserving landlord recovery rights for clearly established tenant-caused damages.

§ 55.1-1215 — Disclosure of Mold in Dwelling Units

Definition / Meaning

This section pairs with § 55.1-1214's move-in inspection and requires a written, move-in disclosure stating whether there is any *visible* mold in areas readily accessible within the interior of the unit. It gives the tenant a short window to dispute a "no mold" statement, a right to terminate if visible mold is disclosed, and, if the tenant elects to stay, it imposes a fast, mandatory remediation-and-reinspection timeline on the landlord with a new clean report.

Key Rules & Applications

• **Mandatory move-in disclosure:** As part of the § 55.1-1214 written move-in report, the landlord must state whether there is any *visible evidence of mold* in readily accessible interior areas.

• **Five-day objection presumption:** If the disclosure says "no visible mold," it is deemed correct unless the tenant objects **in writing** within **5 days** after receiving the report.

• **If visible mold is disclosed — tenant's choice:**

1. **Terminate & decline possession,** or
2. **Remain/take possession** despite the mold (by request).
   • **If tenant stays — rapid remediation duty:** When the tenant chooses to remain/take possession, the landlord must **promptly remediate** and, **no later than 5 business days** after the tenant's request/decision, **reinspect** and **issue a new written report** confirming **no visible mold** upon reinspection.
   • **Scope qualifier:** The duty is tied to **visible** mold in **readily accessible interior** areas (not concealed/inaccessible spaces).
   • **Paper trail:** The initial disclosure and the post-remediation "no visible mold" report must be **written**; treat delivery/receipt timing carefully because both the 5-day tenant objection and the 5-business-day remediation clock hinge on notice.

Practical Application

• **For Tenants:** Review the move-in report immediately; if you see (or have photos of) visible mold but the report says "none," send a **written objection within 5 days**. If the landlord discloses visible mold, you can **walk away** or **stay**; if you stay, insist on **completion within 5 business days** and get the **new clean report**. Keep dated photos and copies of all notices.

• **For Landlords:** Build the mold check into your § 1214 move-in process; limit the statement to **readily accessible interior** areas and document your inspection. If you disclose visible mold and the tenant elects to remain, line up certified remediators so you can meet the **5-business-day** deadline, then **reinspect** and **issue the new report**. Preserve proof of delivery for both reports to lock in the statutory presumptions.

• **Common pitfalls:** Omitting the mold line from the move-in report; missing the 5-business-day remediation window after a tenant elects to stay; failing to deliver the **new** "no visible mold" report; or relying on verbal assurances instead of written disclosures/reports.

Case law

Cherry v. Lawson Realty Corp.

Binding authority (Va. Sup. Ct.): Cherry v. Lawson Realty Corp., 295 Va. 369, 812 S.E.2d 775 (2018), holds that Code § 8.01-226.12 (duty re: visible mold) did not abrogate tenants' common-

law tort claims; it creates targeted immunities (e.g., no liability if mold is caused solely by tenant negligence; limited exposure for non-maintenance managing agents) and imposes a statutory duty to remediate "if visible evidence of mold occurs," while preserving other applicable law. As Cherry explains, § 8.01-226.12(D) works alongside the VRLTA's move-in inspection scheme in § 55.1-1214 (rebuttable presumption of "no mold" if the tenant does not object in writing within five days to the move-in report) and § 55.1-1215 (the companion mold-disclosure rule that lets a tenant terminate or, if choosing to remain, obligates the landlord to promptly remediate and, within five business days, reinspect and issue a new "no visible mold" report). Critically, Cherry rejects the notion that the landlord's remediation duty is confined to conditions existing only at move-in; subsection (E) of § 8.01-226.12 triggers an ordinary-care, professionally-standard remediation duty whenever visible mold later "occurs," and subsection (F) confirms landlords must still comply with "any other applicable provisions of law," including the VRLTA's §§ 55.1-1214 and -1215. Practically, after a clean move-in report, tenants retain common-law negligence/negligence-per-se paths if visible mold later develops and the landlord fails to remediate with ordinary care, while landlords may invoke the statute's narrow immunities or the move-in presumption—but cannot rely on § 8.01-226.12 to bar tort claims wholesale or to limit duties to the move-in moment.

§ 55.1-1220 — Landlord Duty to Maintain Fit Premises

Definition / Meaning

This section sets the landlord's core habitability obligations in Virginia. It requires code compliance; repair and maintenance to keep units fit and habitable; safe common areas; working building systems and appliances; moisture/mold prevention and, when needed, prompt mold remediation; basic sanitary services; running/hot water and seasonal heat (and reasonable A/C if provided); and annual smoke-alarm certification. It also defines the liability standard (ordinary care → actual damages) and permits limited, good-faith delegation of some duties to a tenant.

Key Rules & Applications

• **Code compliance & habitability:**
– Comply with applicable building/housing codes that materially affect health/safety (A)(1).
– Make repairs and do what's necessary to **put and keep** the premises fit and habitable (A)(2).
• **Common areas (multifamily):** Keep shared areas clean and structurally safe (A)(3).
• **Building systems & appliances:** Maintain electrical, plumbing, sanitary, heating, ventilation, A/C, elevators, and other supplied/required facilities in **good and safe working order** (A)(4).
• **Moisture & mold duties:**
– Maintain the premises to **prevent moisture accumulation and mold growth** and **promptly respond** to tenant mold notices under § 55.1-1227(A)(10) (A)(5).
– If there is **visible evidence of mold**, promptly **remediate** per **professional standards** and **§ 8.01-226.12(E)**, then **reinspect** to confirm no visible mold remains (A)(5).
– Provide the tenant a **summary** of mold-remediation information from that tenancy and, on request, make the **full, non-privileged package** available (A)(5).
– Once properly remediated to professional standards, **no duty to disclose** past mold to **subsequent** tenants (A)(5).
• **Trash & sanitation:** Provide/maintain receptacles and arrange removal of waste incidental to occupancy (A)(6).
• **Water/heat/A-C:** Supply running water and reasonable hot water at all times and **seasonal heat**; supply **reasonable A/C if provided** in the premises—except where these are generated within the tenant's exclusive-control installation or via a direct utility connection (A)(7).
• **Smoke alarms:** Provide a **certificate** to the tenant stating all smoke alarms are present, inspected, and in good working order **no more than once every 12 months**; inspection may be by the landlord, employee, or independent contractor (A)(8).
• **Liability standard & damages:** Landlord must perform these duties "in accordance with law," but is **liable only for the tenant's actual damages proximately caused** by the landlord's **failure to exercise ordinary care** (B).
• **Code-duty priority:** If the code-compliance duty in (A)(1) exceeds any other duty in (A), **(A)(1) controls** (C).
• **Limited delegation to tenant:** Landlord and tenant may **agree in writing** that the tenant will perform duties in **(A)(3), (A)(6), (A)(7)** and specified repairs/maintenance/alterations/remodeling **only** (i) in **good faith**, (ii) **not to evade** landlord obligations, and (iii) without reducing landlord obligations owed to **other tenants** (D).

Practical Application

• **For landlords:** Build processes for periodic inspections; fast-track **moisture/mold** response; document **professional-standard** remediation and give the tenant the required **summary** (retain

full, non-privileged records). Issue the **smoke-alarm certificate** at an annual cadence (not more than once every 12 months). If delegating trash/water/heat/A-C or common-area tasks to a tenant, do it via a **good-faith written agreement** that doesn't dilute obligations to others.
• **For tenants:** Report moisture/mold promptly per **§ 55.1-1227(A)(10)**. After visible mold is reported, you're entitled to **prompt professional remediation**, **reinspection**, and a **summary** of remediation information; you may request the **full, non-privileged package**. Habitability failures can support remedies under the VRLTA (e.g., rent escrow, damages, fees under § 55.1-1234), but recovery under § 55.1-1220 itself is limited to **actual damages** caused by lack of **ordinary care**.

Cross-References & Notes
• **Move-in/mold disclosures:** §§ **55.1-1214** (move-in report) & **55.1-1215** (mold disclosure/tenant options at move-in).
• **Mold remediation standard: § 8.01-226.12(E)** (professional standards; coordination with visible-mold duties).
• **Tenant notice duty: § 55.1-1227(A)(10)** (prompt notice of mold/moisture).
• **Attorney's fees & tenant remedies:** See **§ 55.1-1234** (fees) and VRLTA remedies provisions for noncompliance.

Case law

***Isbell v. Commercial Investment Associates, Inc.**, 273 Va. 605, 644 S.E.2d 72 (2007)*

This binding Virginia Supreme Court decision in *Isbell v. Commercial Investment Associates* definitively establishes that Va. Code § 55-248.13(A) (predecessor to current § 55.1-1220) creates only contractual duties and does not abrogate common law to provide statutory tort liability for landlords' building code violations. The tenant, who suffered personal injuries from falling down worn stairs in his apartment, argued that the VRLTA created a statutory cause of action in tort for landlord's violation of duties to "comply with the requirements of applicable building and housing codes materially affecting health and safety" and "make all repairs and do whatever is necessary to put and keep the premises in a fit and habitable condition" under § 55-248.13(A)(1)-(2). The Supreme Court rejected this argument, holding that the General Assembly did not "plainly manifest an intention to abrogate the common law rule that a landlord is not liable in tort for a tenant's personal injuries sustained as a result of the landlord's failure to repair premises under the tenant's possession and control." The court emphasized that the statute "follows the warranty of habitability doctrine," which provides contract-based relief, and found that the Act's remedial scheme limiting damages to "tenants" (those in contractual privity) rather than extending to guests or invitees demonstrates legislative intent to provide "consequential damages flowing from a breach of contract and not damages for personal injury caused by tortious conduct." The court concluded that "the Act provides a comprehensive scheme of landlords' and tenants' contractual rights and remedies" rather than tort liability, establishing binding precedent that § 55.1-1220's maintenance obligations create only contractual duties enforceable through breach of contract actions, not tort duties supporting personal injury claims.

***Steward v. Holland Family Properties, LLC**, 284 Va. 282, 726 S.E.2d 251 (2012)*

This binding Virginia Supreme Court decision in *Steward v. Holland Family Properties* definitively resolves whether Va. Code § 55.1-1220(A)(1) creates tort liability for landlords' failure to comply with building and housing codes materially affecting health and safety. The tenant's child, who suffered lead poisoning from deteriorating lead paint on leased premises, brought negligence per se and common law negligence claims against landlords, arguing that § 55-248.13(A)(1) (predecessor to § 55.1-1220(A)(1)) imposed a tort duty to "comply with the requirements of applicable building and housing codes materially affecting health and safety." The Supreme Court rejected this argument, applying its precedent from *Isbell v. Commercial Investment Associates* to hold that the VRLTA "imposed contractual duties on landlords but it did not impose a tort duty on landlords with regard to the responsibility to maintain and repair leased premises under the enjoyment and control of the lessee." The court emphasized that § 55-248.13(A)(1) "follows the warranty of habitability doctrine," which creates contract duties, not tort duties, and distinguished this case from *McGuire v. Hodges* and *Kaltman v. All American Pest Control*, rejecting plaintiff's argument that those decisions established that statutes setting standards of care also create duties of care. The court clarified that in both *McGuire* and *Kaltman*, the defendants already possessed common law tort duties; the statutes merely established the standard of care for existing duties rather than creating new tort obligations. The court affirmed dismissal of both negligence per se and common law negligence claims, establishing binding precedent that § 55.1-1220(A)(1)'s requirement for building code compliance creates only contractual obligations enforceable through breach of contract actions, not tort duties supporting negligence claims, though the decision does not analyze § 55.1-1220's other subsections regarding specific maintenance obligations, emergency repairs, or the scope of landlords' actual damages liability under subsection B, focusing exclusively on the threshold question of whether the statute creates tort duties.

Parrish v. Vance

This binding Virginia Court of Appeals decision in *Parrish v. Vance* provides the first comprehensive judicial interpretation of Va. Code § 55.1-1220's warranty of habitability provisions in the context of a severe flea infestation. The tenant filed a tenant's assertion under § 55.1-1244 seeking termination and damages after landlord failed to remedy a flea infestation, while landlord argued that lease provisions shifted pest control responsibility to the tenant. The Court of Appeals held that § 55.1-1220(A) establishes a nonwaivable warranty of habitability, reasoning that while § 55.1-1220(D) specifically permits written agreements allowing tenants to perform landlord duties under "subdivisions A 3, 6, and 7," the negative implication is "that the other unnamed sections cannot be waived," including subsection (A)(2)'s requirement that landlords "keep the premises in a fit and habitable condition." The court provided the first judicial definition of "fit and habitable" under § 55.1-1220(A)(2): “Habitable” means “adequate, appropriate for residence, capable of being inhabited, comfortable, fit for dwelling, fit for habitation, fit to be occupied, fit to live in, inhabitable, livable, residential, suitable, suitable for living in, tenantable.” Habitable, Burton's Legal Thesaurus (6th ed. 2021). Other jurisdictions have defined “habitable” to mean being in a condition that “permit[s] the inhabitants to live free of serious defects to health and safety,” Guerdon Indus., Inc. v. Gentry, 531 So. 2d 1202, 1206 (Miss. 1988) (construing the implied warranty of merchantability in the mobile home context), or “suitab[le] for living purposes; the home must be occupiable,” *438 Aronsohn v. Mandara, 98 N.J. 92, 484 A.2d 675, 681 (1984). “Fit and proper” means “[h]aving the necessary and desired qualities for a particular purpose.” Fit and Proper, Black's Law Dictionary (11th ed. 2019). Thus

“fit” means suitable, proper, appropriate, and/or fitting. Therefore, “fit and habitable” means that all conditions in both definitions must be met. The premises must be livable, free from serious defects to health and safety, and have necessary qualities for habitability.” The court clarified the interaction between landlord and tenant pest control duties, explaining that while § 55.1-1227(A)(3) requires tenants to "promptly notify the landlord of the existence of any insects or pests," under § 55.1-1220's warranty of habitability, "it is ultimately the landlord's duty to keep the premises habitable." The court found that severe flea infestations can breach the warranty of habitability and affirmed tenant's recovery under § 55.1-1244, including lease termination and rent refund, based on evidence that landlord failed to remedy the condition within the statutorily presumed reasonable time period of thirty days. This decision establishes binding precedent that § 55.1-1220(A)'s warranty of habitability is a nonwaivable landlord obligation with substantive content and enforceable remedies, while confirming that these obligations remain contractual rather than tort-based duties, consistent with *Isbell* and *Steward*.

Stith v. Liberty Pointe LP

This persuasive Virginia Circuit Court decision in *Stith v. Liberty Pointe* applies multiple provisions of Va. Code § 55.1-1220 to support various legal theories arising from alleged mold conditions in tenant's apartment. The court allowed a negligence per se claim based on § 55.1-1220(A)(1)'s requirement that landlords "comply with the requirements of applicable building and housing codes materially affecting health and safety," using this provision as a conduit to establish tort liability for Virginia Maintenance Code violations (VMC §§ 102.1, 301.2, and 304.7) regarding water intrusion and drainage maintenance. For common law negligence, the court distinguished *Isbell* regarding visible stair conditions from "harmful mold spores that are not typically visible to the naked eye" and relied primarily on *Cherry v. Lawson Realty Corp.*'s application of § 8.01-226.12 for mold-specific tort duties, while also applying § 55.1-1220(A)(5)'s requirement to "promptly remediate the mold conditions in accordance with the requirements of subsection E of § 8.01-226.12" to find that allegations of inadequate mold cleanup using alcohol/water solution could support negligent repair claims under *Steward*'s principle that landlords must exercise reasonable care when undertaking repairs. The court also permitted a Virginia Consumer Protection Act misrepresentation claim based on § 55.1-1220(A)(2)'s mandate that landlords "make all repairs and do whatever is necessary to put and keep the premises in a fit and habitable condition," reasoning that failing to provide habitable conditions while leasing property constitutes misrepresentation of services offered.

***Lawrence v. Neumaier-Farnsworth Enterprises, Inc.**, 105 Va. Cir. 5 (2020)*

This persuasive Virginia Circuit Court decision in *Lawrence v. Neumaier-Farnsworth Enterprises* addresses whether Va. Code § 55.1-1220(B) (formerly § 55-248.13(B)) creates a statutory tort duty distinct from the contractual obligations established in *Isbell* and *Steward*. The tenant, injured when front steps broke after landlord repairs, argued that subsection (B)'s 2007 addition created "a new statutory duty" because it was enacted after *Isbell* was decided and provides that landlords "shall only be liable for the tenant's actual damages proximately caused by the landlord's failure to exercise ordinary care." The court rejected this argument, holding that § 55-248.13(B) "establish[es] the standard of care, not a statutory duty" and that "the statutory provision does not seem to plainly manifest an intent to change the common law." The court applied established statutory construction principles requiring that statutes in derogation of

common law be strictly construed and found that subsection (B) does not abrogate the common law rule that landlords owe no tort duty to maintain premises under tenant control. The court distinguished this from the negligent repair exception, where landlords can face tort liability for "positive act[s] of negligence" when making repairs, but concluded that subsection (B) merely codifies the ordinary care standard rather than creating new tort obligations. As a circuit court opinion, this decision lacks binding precedential authority, but it provides interpretive guidance that § 55.1-1220(B)'s "actual damages" language establishes a contractual standard of care for existing duties rather than expanding landlord tort liability beyond common law exceptions.

Finney v. Clark Realty Capital, LLC, No. 1:20-CV-93, 2020 WL 6948181 (E.D. Va. Aug. 6, 2020)

This persuasive federal district court decision in *Finney v. Clark Realty Capital* briefly addresses Va. Code § 55.1-1220 in the context of a negligence per se claim by military housing tenants who suffered mold exposure. Plaintiffs alleged negligence per se based on violations of both Va. Code § 8.01-226.12(E) and "Va. Code § 55-225.3, repealed and recodified at Va. Code § 55.1-1220." The court summarily dismissed the VRLTA-based negligence per se claim, holding that "the Virginia Supreme Court has declared that 'the VRLTA provides no basis for a negligence per se claim' because the VRLTA did not 'abrogate the common law and create a tort duty on landlords subject to the VRLTA,'" citing *Steward ex rel. Steward v. Holland Family Properties* and concluding that "Plaintiffs' negligence per se claim may not proceed based on the VRLTA." The court distinguished Va. Code § 8.01-226.12(E), allowing negligence per se to proceed under that statute because it "create[s] new obligations" unlike the VRLTA, citing *Cherry v. Lawson Realty Corp.* As a federal district court opinion applying Virginia law, this decision provides persuasive authority confirming that § 55.1-1220 cannot serve as the basis for tort liability in negligence per se actions, consistent with binding precedent from *Steward* and *Isbell*.

§ 55.1-1226 — Security Deposits

Definition / Meaning

This section caps residential security deposits at no more than two months' periodic rent and governs how, when, and for what a landlord may apply the deposit. Upon termination of the tenancy or the date the tenant vacates—**whichever occurs last**—the landlord must provide a written, itemized disposition and return any balance **within 45 days**. Lawful uses are limited to: (i) accrued rent (including agreed late fees); (ii) damages from tenant noncompliance with § 55.1-1227, **less reasonable wear and tear**; (iii) other damages/charges allowed by the rental agreement; and (iv) actual damages for breach under § 55.1-1251. As of that "last" date, the tenant must deliver possession; if the tenant fails to vacate, the landlord may file unlawful detainer. Even if the tenant terminates early or without proper notice, the landlord still must send the 45-day disposition notice and may retain any balance to apply to lawful obligations.

Key Rules & Applications

• **Deposit cap:** No more than **two months' rent**.

• **Permitted applications:** Only the four categories above; itemize in a written notice and return any balance within **45 days** of termination or vacate (whichever is later).

• **Possession & early/insufficient notice:** Tenant must deliver possession as of the "last" date. If termination is early or notice was improper, landlord still gives the **45-day** notice and may retain any remaining balance for lawful obligations.

• **Multiple tenants:** Unless all agree otherwise in writing, refund by **one check payable to all tenants** and sent to a provided forwarding address. If none is provided, landlord may hold in escrow; after **1 year** from the end of the 45-day period, remit to the **State Treasurer** as unclaimed property (with required tenant identifiers). For real estate licensees, this satisfies § 54.1-2108/REB regs.

• **Utilities holdback:** Landlord may withhold a reasonable portion for tenant-owed water/sewer/other third-party utilities **only if** the tenant was previously advised of this right **(i)** in a termination notice, **(ii)** in a written vacate-date confirmation, or **(iii)** in a separate notice **≥15 days** before disposition. After paying such utilities, landlord must send **written confirmation within 10 days** and pay any remaining balance.

– If tenant provides written proof of final utility payment within the 45-day window, landlord refunds on time (absent other deductions). If proof arrives **after** 45 days, refund any held balance **within 10 days** of receipt.

• **Expedited disposition:** Allowed before 45 days **if** the lease permits and the tenant separately requests; landlord may charge an **administrative fee**.

• **Mid-tenancy deductions:** Landlord must give written notice **within 30 days** of deciding a deduction (itemized similarly to subsection F). No mid-tenancy notice is required for deductions made **<30 days** before lease termination.

– **Willful noncompliance:** Court **shall** order return of the deposit plus **actual damages and reasonable attorney fees** (or credit against rent if rent is due).

– **Third-party contractor overage:** If damages exceed the deposit and require a third-party contractor, timely notice within the 45 days gives landlord an **additional 15 days** to itemize damages/costs.

• **Recordkeeping & access:** Landlord must keep **2 years** of itemized deduction records per tenant and allow tenant (or agent/attorney) to inspect during business hours.

• **Move-out inspection right:** Upon request to vacate (or within **5 days** after landlord learns of

tenant's intent), landlord must inform tenant of the right to be present at the security-deposit inspection. If tenant elects to attend, landlord schedules the inspection **within 72 hours of delivery of possession** and provides a **written disposition statement** with itemized damages. Later-discovered damages may still be pursued; tenant may introduce the move-out report as evidence.
• **Assignee/sublessee:** Landlord may hold **only one** security deposit.
• **Successor landlord:** The holder of the landlord's interest at termination is **bound** to return any deposit duly owed, whether or not funds were transferred between owners.
• **Damage insurance in lieu of deposit:** Permitted if the policy: (1) is from an **SCC-licensed/approved** provider; (2) is effective upon first premium and for the **entire lease term**; (3) offers **per-claim coverage ≥ the required deposit**; (4) obligates the insurer to **approve/deny** claims; and (5) requires insurer to **notify landlord within 10 days** of lapse/cancellation. A tenant who chose insurance may at any time **switch to paying the full deposit** without landlord consent, and the landlord **may not** change lease terms due to the switch.

Practical Application
• **Landlords:**
– Calendar all time bars (45-day disposition; 10-day utility confirmation; 15-day extension for third-party contractor; 30-day mid-tenancy notice; 72-hour inspection scheduling).
– Use a detailed **itemization** template; send timely notices; retain proof of mailing/delivery.
– Offer the tenant the **move-out inspection** option and document condition thoroughly.
– If withholding for utilities, ensure you gave one of the three **advance notices** and follow with the **10-day** confirmation after payment.
– Track forwarding addresses; if none, handle escrow and **unclaimed property** remittance correctly.
– On sale/management changes, ensure the successor understands they're **bound** to return deposits.
• **Tenants:**
– Provide a **forwarding address**, elect to attend the **move-out inspection**, and keep your own **photo/video documentation** at move-in and move-out—"**reasonable wear and tear**" is a common dispute point.
– Pay final utilities and send **written proof** promptly to avoid holdbacks.
– If the landlord **willfully** misses statutory duties, you may seek return of the deposit plus **actual damages and attorney fees** (or credit against owed rent).
– If you do not vacate by the end of the tenancy, the landlord may file **unlawful detainer**.

Case law

***Reed v. Smith**, 90 Va. Cir. 220 (2015)*

This persuasive Virginia Circuit Court decision in *Reed v. Smith* interprets key provisions of Va. Code § 55-248.15:1 (predecessor to § 55.1-1226) regarding landlord obligations for security deposit disposition and the remedies for noncompliance. When tenant vacated early and landlord filed suit for unpaid rent and damages without providing the required security deposit itemization and notice, tenant argued that landlord's VRLTA violations precluded recovery of the security

deposit and damages exceeding the deposit amount. The court rejected this argument, holding that landlord's noncompliance was "negligent rather than willful" after finding that landlord "attempted to obtain a forwarding address from Tenant, but Tenant refused to provide one" and that under the circumstances, "Landlord's failure to propound formal notice or itemizations was probably negligent vis-a-vis the VRLTA (and perhaps even rash), but such a course of action does not rise to the level of willful noncompliance." The court emphasized that the security deposit statute's penalty provision requiring return of deposits and attorney fees applies only when landlord "willfully fails to comply," distinguishing negligent from willful violations. The court applied the statutory exception that "unless the tenant owes rent to the landlord, in which case, the court shall order an amount equal to the security deposit credited against the rent due to the landlord," crediting the $750 security deposit against $750 unpaid August rent. Importantly, the court held that even willful noncompliance with security deposit requirements would not preclude recovery of additional damages, citing the statutory provision that "This section shall not preclude the landlord or tenant from recovering other damages to which he may be entitled under this chapter" and concluding that lease terms making tenants liable for damage beyond normal wear and tear are "not prohibited by the VRLTA." The court awarded $2,922.63 in total damages, applying the security deposit against unpaid rent and awarding additional damages for property repairs under the lease agreement.

***Hughes v. Bransfield**, 84 Va. Cir. 214 (2012)*

This persuasive Virginia Circuit Court decision in *Hughes v. Bransfield* applies Va. Code § 55-248.15:1 (predecessor to § 55.1-1226) in the context of a security deposit dispute where tenant sought early lease termination due to terminal illness. The tenant filed claims under fair housing laws and the VRLTA after landlord refused early termination and failed to return the $1,900 security deposit. For the VRLTA security deposit claim, the court analyzed the statutory requirements and remedies under § 55-248.15:1, noting that "while the VRLTA allows a landlord to withhold the security deposit for rents due, the landlord must also itemize any damages and charges within 45 days after the termination of the tenancy." The court quoted the penalty provision requiring that upon willful noncompliance, "the court shall order the return of the security deposit and interest thereon to the tenant, together with actual damages and reasonable attorneys' fees, unless the tenant owes rent to the landlord, in which case, the court shall order an amount equal to the security deposit and interest thereon credited against the rent due to the landlord." On a motion to dismiss, the court found plaintiff stated a valid VRLTA claim based on allegations that "the Tenants paid the rent due under the Lease in full, a final inspection of the property was conducted on July 1, 2011, and no itemized statement of damages was provided" and that "the Defendant Landlord's failure to comply with the VRLTA was willful."

Cincinnati Ins. Co. v. Farrington, 81 Va. Cir. 345 (2010)

This persuasive Virginia Circuit Court decision in *Cincinnati Insurance Co. v. Farrington* addresses the relationship between Va. Code § 55-248.15:1 (predecessor to § 55.1-1226) security deposit procedures and landlord waiver of additional claims for tenant-caused property damage.

After tenants caused a fire at rental property, insurance company paid landlord $14,944.75 and sought subrogation recovery from tenants, but landlord had already returned $1,850.53 of the $2,350 security deposit to tenants following normal lease termination procedures. The court analyzed whether the landlord's security deposit disposition constituted waiver of additional damage claims, explaining that "the security deposit plays an important role in this provision and in the VRLTA as a whole, insuring that landlords have funds available from which to draw when repairing damage caused by tenants and acting as the final step in the termination of the rental relationship." The court held that the landlord's decision to follow standard VRLTA security deposit procedures rather than utilize specific lease remedies for fire damage constituted waiver of contractual claims, reasoning that "when the landlord itemizes deductions from the security deposit and returns any remaining amount to tenants, he is signaling to the tenants that both parties' responsibilities under the rental agreement have been satisfied." The court emphasized that landlords had "multiple contract remedies available" under both the lease and VRLTA § 55-248.24, including terminating the rental agreement and "made an accounting of the security deposit and pre-paid rent, and notified Defendants of any excess damages owed," but "when CBS chose not to avail itself of the remedies provided for in the Lease Agreement and the VRLTA but instead returned the Defendants' security deposits minus, inter alia, the replacement cost for one of the fire-damaged carpets, it waived any further claims based on breaches of the Lease Agreement." However, the court distinguished tort claims from contractual ones, allowing negligence claims to proceed because common law duties exist "independent of any duty owed solely by virtue of the contract."

Virginia Poverty Law Ctr., Inc. v. Pollard & Bagby, Inc., 1 Va. Cir. 365 (1983)

This persuasive Virginia Circuit Court decision in *Virginia Poverty Law Center v. Pollard & Bagby* provides the only reported judicial interpretation of the "public inspection" requirement in Va. Code § 55-248.11(b)(2) (predecessor to § 55.1-1226's record-keeping provisions), establishing important precedent regarding landlord obligations for security deposit record access. When the Virginia Poverty Law Center sought to inspect a landlord's security deposit deduction records, the landlord refused access, arguing the statute did not grant such rights to third parties. The court analyzed the legislative history, noting that the Virginia Housing Study Commission initially recommended "maintenance of records for five years by landlords itemizing all deductions against security deposits," but that "between the report and the drafting of the legislation...the words 'public inspection' were introduced into the matter." Drawing on Virginia case law regarding public records and stockholder inspection rights, the court rejected both extremes of statutory interpretation, holding that "public inspection" did not mean "anyone to walk in off the street with no interest whatever and as a matter of curiosity demand the security deposit records to inspect," nor did it limit access to "only a tenant...to his own records." Instead, the court established a qualified access standard, holding that "public inspection of the security deposit records can only be made at a proper time and place and by those who have a proper purpose," analogizing to corporate law principles that require inspection rights be exercised "in good faith and for some reasonable purpose germane to his interest." The court emphasized that access should not be available to "the idle, the impertinent, or the curious - those without an interest to subserve or advance or protect," but rather to those with "a laudable object to accomplish, or a real and actual interest upon which to predicate [their] request for

information." The court allowed the case to proceed to an evidentiary hearing to determine whether the Virginia Poverty Law Center had sufficient interest to justify inspection access.

Aldridge v. Lexington Tower Assoc., No. LF 397, 1982 WL 215308 (Va. Cir. Ct. Dec. 7, 1982)

This persuasive Virginia Circuit Court decision in *Aldridge v. Lexington Tower Associates* addresses the procedural aspects of security deposit recovery under Va. Code § 55-248.11 (predecessor to § 55.1-1226) and establishes important precedent regarding the independence of security deposit claims from related rent litigation. After tenant terminated her lease early due to assault on the premises, landlord sued for accrued rent in one action while retaining the $240 security deposit, and tenant subsequently filed a separate action for deposit recovery. Landlord argued that res judicata and collateral estoppel barred the security deposit claim because it could have been raised as a defense or counterclaim in the rent lawsuit. The court analyzed Virginia's approach to claim preclusion, noting that "Virginia Code § 55-248.11 provides that a security deposit may be applied to the payment of accrued rent, dep late charges, and damages," but distinguished between different causes of action requiring different proof. The court held that no res judicata bar existed because the security deposit claim presented different issues than the rent claim, reasoning that "the proof necessary for Aldridge to sustain the cause of action raised in the instant suit is that she paid the defendant a security deposit and that the defendant refused to return it to her," while the landlord's rent action required proof of damages from early termination. The court emphasized that "Virginia still does not mandatorily require that a defendant in the first suit to file a counter claim but may maintain a separate action," and that res judicata only bars subsequent litigation of "the same cause of action" rather than merely related claims. The court found that while "the same foundational evidence as to the formal lease arrangement between the parties may be required in both cases, the crucial evidence establishing the cause of action in each case is not identical."

§ 55.1-1227 — Tenant to Maintain Dwelling Unit

Definition / Meaning

This section sets out a tenant's affirmative duties to keep the unit clean, safe, and code-compliant, to use premises/utilities reasonably, to avoid damage or nuisance, to maintain and not tamper with life-safety devices, to help prevent pests and mold (and promptly notify the landlord when they appear), and to respect rules and neighbors' quiet enjoyment. It also allocates certain pest-control costs to the tenant when delay or fault by the tenant causes added expense. Subsection B makes clear that if the building/housing-code duty in A(1) is stricter than any other listed duty, A(1) governs.

Key Rules & Applications

• Building/housing codes & safety: Tenant must comply with code obligations primarily imposed on tenants (A(1)) and keep the areas they occupy "as clean and safe as the condition permits" (A(2)).

• Pests: Keep occupied areas free from "insects and pests" (as defined in § 3.2-3900) and **promptly notify** the landlord if any are present (A(3)). The tenant is financially responsible (A(14)) for:

– Added treatment/extermination cost caused by the tenant's **unreasonable delay in reporting**, and

– Treatment/extermination cost due to the tenant's **fault** in failing to prevent infestation in the area they occupy.

• Trash & plumbing: Remove garbage properly (A(4)); keep plumbing fixtures as clean as their condition permits (A(5)).

• Reasonable use of systems & keep utilities on: Use utilities/systems reasonably (electrical, plumbing, HVAC, elevator, etc.) and keep any tenant-paid utility services **on at all times** during the term (A(6)).

• No damage/tampering: Do not destroy/impair/remove parts of the premises or allow others to do so (A(7)).

• Smoke & CO alarms: Do not remove/tamper with properly functioning alarms or their batteries; maintain them per the Statewide Fire Prevention Code and the USBC references (A(8)–(9)).

• Moisture & mold: Use reasonable efforts to prevent moisture accumulation and mold growth and **promptly notify** the landlord of any moisture accumulation or **visible evidence of mold** (A(10)).

• Painting/alterations in pre-1978 units: If the dwelling was built **before 1978** and the landlord has provided lead-based-paint disclosures and the lease requires it, the tenant must obtain **prior written approval** before painting, disturbing painted surfaces, or making alterations (A(11)).

• Conduct, rules, and quiet enjoyment: Be responsible for one's own conduct and that of persons on the premises with consent so neighbors' peaceful enjoyment isn't disturbed (A(12)); comply with **reasonable** landlord rules and regulations (A(13)).

• Animals: Use reasonable care to prevent a tenant/occupant/guest's dog or other animal from causing personal injury or property damage in the unit or on the premises (A(15)).

• Priority rule: If A(1)'s code-compliance duty is greater than any other A-duty, A(1) sets the tenant's duty (B).

Practical Application
• Tenants:
– Report **in writing and promptly** any pests, moisture, or visible mold; photograph conditions and keep copies of notices to avoid cost-shifting under A(14).
– Do not disable smoke/CO alarms; replace batteries as required and document maintenance.
– Keep tenant-paid utilities **on**; improper shutoff can breach A(6).
– In pre-1978 units (after receiving lead disclosures), get **written landlord approval** before painting or disturbing painted surfaces.
– Manage trash, keep plumbing clean, and prevent pet-related injury or damage.
• Landlords/Practitioners:
– Align house rules with "reasonable" standard (A(13)) and reference tenant duties in notices.
– When seeking pest-related charges, tie them to **unreasonable reporting delay** or **tenant fault** as required by A(14).
– For mold disputes, pair the tenant's A(10) notice duties with the landlord's remediation duties under § 55.1-1220 and § 8.01-226.12, as applicable.

Case law

Bailey v. Thurman

In this binding decision, Bailey v. Thurman, the Court of Appeals affirmed dismissal of the tenant's unlawful-exclusion petition, emphasizing facts showing Bailey's noncompliance with her VRLTA duties under § 55.1-1227. She failed to keep utilities on and use them reasonably (A)(6) (water and electricity were shut off for nonpayment), created a safety hazard by running an extension cord from a neighbor (implicating (A)(2), (A)(6), and (A)(7)), and did not maintain the unit as clean/safe premises or use it as a residence (see (A)(2); also § 55.1-1232). Those breaches supported the trial court's findings that she had effectively moved out "for weeks and weeks," rendered the unit uninhabitable, and thus was not "unlawfully" excluded—undermining both her tenant status and her claim, even though the landlord changed locks without a court order.

Parrish v. Vance (binding)

In Parrish v. Vance, the Court of Appeals treated § 55.1-1227 as requiring tenants to keep their space clean and **promptly notify** the landlord of pests, not as shifting the ultimate eradication duty to the tenant. Vance satisfied § 1227 by emailing the landlord the same day she discovered fleas and by cooperating with treatment; the landlord's lease clause making the tenant responsible for "controlling and eliminating" pests was unenforceable because the **nonwaivable** habitability duty to keep premises fit rests with the landlord under § 55.1-1220 (reinforced by § 55.1-1208's anti-waiver rule). With timely notice and no proof that Vance caused the infestation, the landlord's failure to remedy within a reasonable time supported tenant relief under § 55.1-1244. The case underscores: comply with § 1227 (prompt notice, cooperation) to preserve remedies; landlords cannot rely on lease language to offload habitability

repairs; and tenant cost-shifting applies only for delays or infestations attributable to the tenant (§ 55.1-1227(A)(14)).

Heon v. Won
Culpeper persuasive circuit court decision. After a decade-long oral lease, the court found the tenants violated § 55.1-1227 by failing to keep the premises clean/safe, to keep the unit free of insects/pests, to use reasonable efforts to prevent moisture and mold, and—critically—to **promptly notify** the landlord of problems. Evidence showed an unreported master-bath leak since 2018, widespread mold/water damage, and other damage (including a broken cooktop the tenant admitted). Crediting the landlord's neighbor, property manager, and contractor, the court held the landlord proved damages with reasonable certainty (HN5) and awarded **$13,700 plus costs and 6% interest**. The tenants' statute-of-frauds defense was waived (not pled), and the landlord's attempt to retroactively charge back a rent "discount" failed for indefiniteness. Takeaway under § 1227: tenants must maintain, prevent moisture/mold, control pests, and **give timely notice**—silence on developing conditions (like long-term leaks) exposes them to damage liability.

Fedynich v. Lozano
Persuasive Eastern District of Virginia decision. Most claims were dismissed (FHA disability/accommodation, hostile environment, quid-pro-quo, disparate impact; plus breach of contract and constructive eviction), but an **FHA retaliation** claim survived because the landlord allegedly cited the tenants' letter to other residents about housing rights as a ground for eviction. § 55.1-1227 takeaways: tenants promptly complained about smoke and asked for air purifiers (notice/communication aligns with § 1227 duties), but they **couldn't force** the landlord to evict neighbors or convert a non-smoke-free complex into smoke-free housing; the landlord's responses (purifiers in ~3 weeks, offers to transfer or buy out the lease) undercut habitability/constructive-eviction theories, and constructive eviction failed because the tenants didn't abandon possession. Practical § 1227 angle: document notice and mitigation steps, follow property rules/policies, and recognize that remedies must fit the lease and building policies—while protected activity (complaining or educating neighbors) cannot lawfully trigger retaliation.

McGuinness v. Miele, 108 Va. Cir. 138 (2021)

This persuasive Virginia Circuit Court decision in *McGuinness v. Miele* addresses mold litigation under the VRLTA but provides minimal application of Va. Code § 55.1-1227 tenant maintenance duties. When tenant discovered extensive mold in HVAC ducts and throughout the rental home, she sued landlord under multiple theories including VRLTA violations. The court's analysis of Count II (VRLTA violations) briefly references the predecessor to § 55.1-1227(A)(10), noting "A landlord's duty to respond to notices from a tenant concerning mold (Va. Code Ann. § 55-248.16(A)(10))" as one of the VRLTA obligations allegedly violated by defendants. However, the court's substantive legal analysis focuses entirely on landlord duties under § 55-248.13 (predecessor to § 55.1-1220) regarding building code compliance, repairs, maintenance of common areas, plumbing systems, and mold prevention, rather than analyzing tenant maintenance obligations. The court allowed all claims to survive demurrer, holding that plaintiff adequately alleged contractual VRLTA violations seeking "economic damages and

attorney's fees associated with the breach of the VRLTA duties, not personal injury damages." While the case demonstrates that § 55.1-1227(A)(10)'s tenant duty to notify landlords of mold problems creates corresponding landlord duties to respond to such notices, the decision provides no interpretation of the scope, timing, or enforcement of tenant maintenance obligations under § 55.1-1227.

§ 55.1-1233 — Tenant to Surrender Possession of Dwelling Unit

This section requires a tenant, when the tenancy ends (either by lease expiration or the tenant's default), to promptly vacate, remove all personal property, and leave the unit in good and clean condition, except for reasonable wear and tear. If the tenant does not vacate, the landlord may sue for possession and damages, including reasonable attorney's fees.

Practical Application
For landlords:
• Give clear written move-out instructions; offer (and document) a walkthrough; photograph condition.
• If the tenant holds over, file unlawful detainer for possession and pursue provable damages and reasonable attorney's fees.
• Align any deposit claims with documented damage vs. wear/tear and provide the required post-tenancy accounting.
For tenants:
• Plan for prompt move-out; remove all belongings (including trash); clean to "good and clean order."
• Repair or pay for damage beyond normal wear and tear; document the condition with time-stamped photos.
• Return all keys/fobs and provide a forwarding address to avoid holdover liability and fees.

Case law

Woodrock River Walk LLC v. Rice
The Court of Appeals, in this binding decision, held that the CARES Act's 30-day "notice to vacate" protection preempts § 55.1-1233's otherwise immediate "promptly vacate" requirement during that 30-day window: a landlord may terminate the lease and even file a summons for unlawful detainer within the 30 days, but the tenant cannot be **required** to leave until 30 days have passed. Practically, only execution of a writ of eviction within the 30-day period violates the CARES Act; filing and other interim steps do not. Thus, § 55.1-1233's surrender duty remains enforceable after day 30, but it yields to federal law during the CARES-Act notice period.

What is a "covered property" under the CARES Act?

A rental is "covered" if **either** of these is true:

- It participates in a **"covered housing program"** (the VAWA list—e.g., public housing, Section 8/HCV or project-based Section 8, Section 202/811, LIHTC, certain HUD/USDA programs), **or**
- It has a **federally backed mortgage** (single-family or multifamily) — e.g., owned/serviced/insured by **Fannie Mae, Freddie Mac, FHA, VA, or USDA**. Legal Information Institute

(Those categories are spelled out in the statute's definitions of "covered dwelling"/"covered property," which cross-reference the VAWA program list and the federally-backed loan definitions.) Legal Information Institute

How long is the 30-day notice rule effective?

- The **30-day notice-to-vacate requirement** in **15 U.S.C. § 9058(c)(1) is ongoing**—it did **not** sunset with the 2020 moratorium. Any time a landlord of a **covered property** gives a notice to vacate, they **cannot require** the tenant to leave **until 30 days after** that notice. The separate filing moratorium in § 9058(b) expired, but the 30-day rule in § 9058(c)(1) remains in the U.S. Code. Legal Information Institute
- Courts have recognized how this works in practice: filing an unlawful-detainer **summons** isn't itself a violation; the key is you **can't require** move-out (e.g., via **executing a writ of eviction**) within the 30-day window. See **Woodrock River Walk, LLC v. Rice** (Va. Ct. App. 2024).

§ 55.1-1236 — Early termination by victims of family abuse, sexual abuse, stalking, or trafficking

Definition / Meaning
A tenant who is a victim of family abuse, sexual abuse/assault, stalking, or trafficking can **end their lease early** if they (a) have the right **paperwork** and (b) give **proper notice**. This is a safety statute—use it exactly as written.

Key Rules & Applications
• **Who qualifies (any one of these):**

1. You obtained a **protective order** under **§ 16.1-253.1** or **§ 16.1-279.1**, and you give written termination notice **during the order's active period** (or an extension).
2. You obtained a **criminal protective order** under **§ 19.2-152.9** (prelim) or **§ 19.2-152.10** (permanent), and you give notice **during the order's active period** (or an extension).
3. A court **convicted** the perpetrator, or a magistrate/law-enforcement/grand jury/court issued a **warrant, summons, information, or indictment** for family abuse, sexual abuse/assault, stalking, or trafficking **against you** during an active lease—then you give written notice.
   • If based on a **conviction**, you may terminate the lease in effect **when the conviction is entered and one subsequent lease** based on the same conviction.

• **How to terminate (Subsection B):**

- Serve **written notice** on the landlord.
- Effective date = **28 days after** you serve the notice.
- Attach a **copy of the protective order or** the **conviction/charging document** listed above.

• **Money & liability:**

- **Rent** is due **through the 28th day/effective date** (normal rent schedule applies up to that date).
- **No liquidated damages** or "early termination" fee.
- Your **tenant duties** under § 55.1-1227 (cleanliness, no waste, notice of issues, etc.) continue **through the effective date**.
- **Co-tenants** remain liable for rent for the **rest of the term**.
- If the **perpetrator is the only remaining tenant**, landlord may **terminate** and pursue **actual damages** under **§ 55.1-1251**.

Practical Application
• **Tenants (victims):**

- Don’t wait—**serve written notice during the life of the protective order** (for paths 1–2).
- Attach the **order** (or **conviction/charging doc** for path 3).
- Plan move-out and key return by the **28-day** mark; document condition for deposit.
- If you later sign a new lease and a **conviction** is entered on the same case, you may also terminate **that next lease** once (path 3’s special rule).

Common mistakes

- **Wrong timing:** For protective-order paths, notice must be **given while the order is active** (or extended). Miss that window and you can’t use A(1) or A(2).
- **Insufficient proof:** Police reports or texts alone won’t cut it; you need the **order** or **listed criminal paperwork**.
- **Assuming everyone’s off the hook: Co-tenants** still owe the balance of the term.
- **Sneaking in fees:** Any “early termination” or **liquidated damages** charge violates this section.
- **Confidentiality slip-ups:** Handle victim documents discreetly; don’t disclose copies or new key info to perpetrators.

Cross-References

- **Tenant duties:** § 55.1-1227
- **Perpetrator as sole remaining tenant (terminate + damages):** § 55.1-1251
- **Locks after exclusive-possession orders:** § 55.1-1230
- **Protective orders:** §§ 16.1-253.1, 16.1-279.1; §§ 19.2-152.9, 19.2-152.10
- **Stalking:** § 18.2-60.3 • **Sexual abuse defs:** § 18.2-67.10 • **Sexual assault (Article 7):** § 18.2-61 et seq. • **Trafficking:** Article 3, Ch. 8, Title 18.2.

Case law

No case law.

§ 55.1-1248 — Remedy by repair; emergencies

Definition / Meaning

If a **tenant violates § 55.1-1227 or the rental agreement** in a way that **materially affects health and safety and** the problem can be fixed by **repair, replacement, or cleaning**, the landlord may (after **written notice**) **enter the unit, perform the work in a workmanlike manner, and bill the tenant**. The bill is for the **actual and reasonable cost**, **due as rent on the next rent due date** (or **immediately** if the lease has ended). In an **emergency**, the landlord may **enter promptly without prior notice**, do the work in a workmanlike manner, and bill on the same terms. The landlord may do the work **personally or hire a third party**.

Key Rules & Applications

- **Qualifying violations**
  - **§ 55.1-1227 tenant duties** or **rental agreement** breaches that materially affect health/safety **and** can be remedied by **repair, replacement, or cleaning**.
- **Standard (non-emergency) procedure**

1. **Written notice** to the tenant **specifying the breach** and stating the landlord **will enter and perform the work**.
2. Perform work in a **workmanlike manner**.
3. Send an **itemized bill** for the **actual and reasonable cost**; **due as rent** on the **next rent due date** (or **immediate** if the lease has terminated).

- **Emergency exception**
  - **No prior notice required**; enter **as promptly as conditions require**, perform work in a **workmanlike manner**, and send an **itemized bill** due as above.
- **Who can perform the work**
  - **Landlord or third-party contractor.**

Practical Application

Landlords

- **Document the breach** (photos, dates) and use a **clear, specific notice** before entry in non-emergencies.
- **Price defensibly:** charges must be **actual and reasonable**; provide an **itemized bill**.
- **Emergencies:** record why immediate entry was necessary (burst pipe, gas leak, etc.); statute allows **prompt entry without prior notice**.
- **Collection leverage:** the charge is **"due as rent"** on the next due date—nonpayment can be pursued like unpaid rent.

Tenants

- **Scrutinize the bill:** you can dispute items that aren't **actual and reasonable**; "workmanlike" quality is required.
- **Emergencies vs. routine: no-notice entry** is for **true emergencies**; otherwise, you should receive a **preceding written notice**.

Common Mistakes

- **Using this for non-health/safety issues** or problems not fixable by **repair/replacement/cleaning**.
- **Skipping the notice** in non-emergencies or sending a **vague notice**.
- **Inflating charges** beyond **actual and reasonable costs** or failing to **itemize**.
- **Calling routine maintenance an "emergency."** The statute allows no-notice entry **only** when conditions require prompt action.

Cross-References

- **Tenant duties:** § 55.1-1227.
- **Tenant's assertion (to contest charges/conditions):** § 55.1-1244.
- **Lease termination for tenant violations:** § 55.1-1245.
- **Landlord access (general):** § 55.1-1229.

Case law

No case law.

§ 55.1-1251 — Remedy after termination

Definition / Meaning

After the rental agreement **ends** (e.g., for tenant breach), the landlord may pursue:

- **Possession and rent**, and
- A **separate claim for actual damages** (incl. future rent until the lease would have expired **or** a **new tenancy begins**, whichever comes first) **plus** reasonable attorney's fees and capped service costs—**with a duty to mitigate**. No **accelerated rent** judgments. Courts may enter **simultaneous money + possession** judgments **without crediting the security deposit**; the deposit is applied **after the tenant vacates** per § 55.1-1226.

Key Rules & Applications

- **Dual-claim structure:** In one case, landlord can seek **possession/rent** and a **separate** claim for **actual damages**, **attorney's fees** (as provided in § 55.1-1245), and **service costs** for notices or process **capped** at the § 55.1-1247 amount. Claims may be enforced by **unlawful entry or detainer**.
- **Future rent + mitigation:** "Actual damages" may include rent that **would have accrued** until lease expiry **or** until a **new tenancy** starts (first in time), but the landlord must **mitigate**.
- **No accelerated rent:** In **post-possession** damage judgments, the landlord **shall not seek** a judgment for **accelerated rent** through the end of the term.
- **Simultaneous judgments; security deposit timing:** Court may award **money due + possession** in the same action **without** applying any security deposit; once the tenant **vacates**, the landlord must apply the deposit under **§ 55.1-1226**.

Practical Application

Landlords

- **Prove mitigation:** ads, showings, realistic pricing—your future-rent claim depends on it.
- **Calculate damages cleanly:** future rent **stops** when a **new tenancy begins**; don't plead **accelerated rent**.
- **Costs you can claim:** attorney's fees (if allowed) and **service costs** for notices/process—but **not above the § 55.1-1247 cap**.
- **Judgment mechanics:** ask for **possession + money** now; handle the **security deposit** after vacancy under § 55.1-1226.

Tenants

- **Challenge mitigation:** argue unreasonable delays or pricing if landlord claims long periods of future rent.

- **Watch the math:** no **accelerated rent**; damages must reflect **actual loss** until re-rent.
- **Deposit is separate:** it isn't credited at judgment; you get an accounting **after you vacate** per § 55.1-1226.

Common Mistakes

- **Landlord:** claiming rent **after** a new tenant starts; or seeking **accelerated rent**.
- **Landlord:** failing to **mitigate**; courts will trim your future-rent claim.
- **Either side:** treating the **security deposit** as an immediate credit—**it isn't** until **vacancy** and § 55.1-1226 accounting.

Cross-References

- **Attorney's fees & termination paths:** § **55.1-1245**.
- **Service cost cap:** § **55.1-1247**.
- **Security deposits (post-vacancy accounting):** § **55.1-1226**.
- **UD procedure / enforcement vehicle:** § **8.01-126** (unlawful detainer).

Case law

Woodrock River Walk LLC v. Rice

This binding Virginia Court of Appeals decision squarely addresses § 55.1-1251 and its role in landlord remedies after termination. The court emphasized that under § 55.1-1251, when a lease is terminated, "the landlord may have a claim for possession … and such claims may be enforced, without limitation, by initiating an action for unlawful detainer" (*362–*363). It held that filing such a summons under § 55.1-1251 is merely an enforcement step, not an act that "requires the tenant to vacate" under the federal CARES Act. Only execution of a writ of eviction compels removal. Accordingly, § 55.1-1251 authorizes initiation of unlawful detainer actions even within the CARES Act's 30-day window, though execution of the writ remains barred during that period.

§ 55.1-1259 — Actions to enforce the VRLTA

Definition / Meaning
A catch-all enforcement tool. **Any person adversely affected** by a violation of the VRLTA can file a **circuit-court** lawsuit seeking an **injunction** to stop the conduct and **damages**.

Key Rules & Applications

- **Who can sue:** "Any person adversely affected" (typically tenants, but not limited to them).
- **Venue:** circuit court where the violation occurred.
- **Relief:** injunction + damages. If the court finds the defendant responsible, the court **shall enjoin** ongoing violations and may award damages.

Practical Application

Tenants / Occupants:

- Use § 55.1-1259 when you need **injunctive relief** (e.g., to stop an unlawful practice) or **money damages** beyond what GDC remedies offer. It's a **circuit-court** case—expect fuller process and potential discovery. Pair with specific remedies (e.g., § 55.1-1243.1, § 55.1-1244) as strategy dictates.

Landlords:

- Take **locality notices** seriously—respond **promptly** and document remediation to avoid a **§ 55.1-1259(B)** suit. For disputes with tenants, remember § 55.1-1259 can be used **against you** for injunctions/damages separate from unlawful detainer.

Common Mistakes

- **Assuming only tenants can sue:** The statute's "**any person adversely affected**" language is broader.
- **Ignoring locality notices:** Post-2025, localities can **go straight to circuit court** if you don't cure hazards after notice.
- **Filing in the wrong court:** § 55.1-1259 actions belong in **circuit court**, not GDC.

Cross-References

- **Landlord maintenance duties / habitability:** § 55.1-1220 (context for "material noncompliance").
- **Targeted tenant remedies:** § 55.1-1243.1 (lockouts/service cuts), § 55.1-1244 (tenant's assertion).
- **Abuse of access / injunctions:** § 55.1-1211 (illustrates injunctive relief mechanics).

Case law

Isbell v. Commercial Investment Associates, Inc., 273 Va. 605 (2007) - Binding Supreme Court

This binding Virginia Supreme Court decision in *Isbell v. Commercial Investment Associates* provides the definitive interpretation of § 55-248.40's enforcement mechanism and clarifies the nature of damage remedies available under the provision. The tenant argued that § 55-248.40 created a statutory cause of action in tort allowing recovery of personal injury damages for landlord's violation of VRLTA duties. The Court rejected this tort interpretation, holding that § 55-248.40 provides equitable contract remedies rather than tort liability. The Court analyzed § 55-248.40's procedural structure, emphasizing that the provision "commit[s] the factual determination whether a defendant was responsible for an act or omission prohibited by the Act entirely to 'the court,' providing no role to a jury." The Court held this assignment of fact-finding solely to the court "is entirely appropriate in an equitable claim, but at odds with the role of the court vis-à-vis the jury in an action at law for damages, such as an action for personal injury." The Court further reasoned that allowing damages to "turn on the court's discretion would be inconsistent with the recognized principle of tort law that 'a plaintiff is entitled to compensation sufficient to make him whole.'" Additionally, the Court noted that § 55-248.40 "limits the damages that a court can award to 'damages as herein provided'" and concluded that "unless another part of the Act provides for damages in tort, a court has no authority to award that type of relief." The Court determined that "the remedies provided in the Act for a landlord's violation of these statutory obligations are more akin to those available in an action for breach of contract than the type of damages recoverable in an action in tort for personal injury." The decision clarifies that while § 55-248.40 creates enforceable private causes of action, such enforcement actions are equitable proceedings providing contract-based remedies with damages incident to injunctive relief, rather than independent tort actions for personal injury recovery.

Seventy Seven Acres v. Munoz, 44 Va. Cir. 205 (1997) - Persuasive Circuit Court

This persuasive Virginia Circuit Court decision in *Seventy Seven Acres v. Munoz* substantively interprets § 55-248.40's jurisdictional requirements and procedural prerequisites for enforcement actions. The landlord argued that circuit courts have exclusive jurisdiction over VRLTA damage claims based on § 55-248.40's language requiring actions "in the circuit court." The court rejected this exclusive jurisdiction interpretation, holding that § 55-248.40 is "permissive in nature and does not oust the general district court of its normal jurisdiction." The court reasoned that accepting exclusive circuit court jurisdiction would create an absurd result where "covered landlords could sue for rent and possession of leased premises in General District Court, but the tenants would have to commence a separate proceeding in the Circuit Court in order to raise claims and defenses under the VRLTA." The court emphasized this "would be the very antithesis of the simplification, clarification, and modernizing action that was intended by the legislature when it enacted the VRLTA" pursuant to § 55-248.3's stated purpose "to establish a single body of law relating to landlord and tenant relations throughout the Commonwealth." The court interpreted § 55-248.40 as a permissive provision "put in the statute to make it clear that circuit courts may entertain inter alia suits under the VRLTA for injunctive relief and monetary damages even when the amount in controversy does not meet the statutory threshold for circuit court jurisdiction." Additionally, the court addressed written notice requirements, holding that § 55-248.40 damage claims do not require prior written notice to landlords. The court

distinguished damage actions from lease termination remedies under § 55-248.21, explaining that "written notice" requirements are "limited to the right of the tenant to terminate a lease" and "there is no requirement of written notice in the paragraph of § 55-248.40 which deals with damages."

Guy v. Tidewater Investment Properties, 41 Va. Cir. 218 (1996) - Persuasive Circuit Court

This persuasive Virginia Circuit Court decision in *Guy v. Tidewater Investment Properties* directly addresses § 55-248.40's creation of private causes of action for VRLTA violations. The court held that "Virginia law seems clear" that § 55-248.40 creates a private cause of action, stating that "any person adversely affected by an act or omission prohibited under this chapter may institute an action for injunction and damages." The court extensively analyzed the influential *Hicks v. Myers* decision, which concluded that "a viable cause of action, including personal injuries and resulting damages, will flow from noncompliance" with VRLTA obligations. The court noted that the *Hicks* court relied on Virginia's adoption of the Uniform Residential Landlord and Tenant Act, citing decisions from Oregon and other jurisdictions that allowed personal injury damages under similar enforcement provisions. Significantly, the court held that tenants need not provide prior written notice to landlords before filing § 55-248.40 damage actions, distinguishing such actions from lease termination procedures under § 55-248.21. The court explained that "tenants need not deliver a notice to cure or terminate in order to sue for damages" because "the tenant's actions to recover damages for a landlord's alleged breach of statutory duty to provide habitable housing is essentially an action for breach of contract and does not, therefore, depend upon tenant giving notice to landlord." The decision cites out-of-state authority from Oregon, Florida, and Kansas courts interpreting similar URLTA provisions to support its conclusion that § 55-248.40 provides both injunctive relief and damages as separate remedies available to persons adversely affected by VRLTA violations.

Henderson v. Vann, 43 Va. Cir. 392 (1997) - Persuasive Circuit Court

This persuasive Virginia Circuit Court decision in *Henderson v. Vann* confirms that § 55-248.40 "explicitly creates a separate cause of action" for VRLTA violations. The court relied heavily on *Hicks v. Myers*, which held that "a viable cause of action, including personal injuries and resulting damages, will flow from noncompliance" with VRLTA requirements. The court interpreted § 55-248.40's broad language allowing "any person adversely affected by an act or omission prohibited under this chapter" to bring enforcement actions as creating standing beyond just tenants in contractual privity. The decision emphasized that VRLTA's remedial nature supports broad interpretation of the enforcement provision's scope. However, the court's analysis of § 55-248.40 is limited, serving primarily to establish that VRLTA violations can support independent causes of action rather than providing detailed interpretation of the statute's jurisdictional requirements, damage calculations, or relationship between injunctive relief and monetary damages. The decision confirms the availability of § 55-248.40 as an enforcement mechanism but does not substantially analyze the provision's procedural requirements or substantive limitations.

Marple v. Papermill Park Corp., 30 Va. Cir. 154 (1993) - Persuasive Circuit Court

This persuasive Virginia Circuit Court decision in *Marple v. Papermill Park Corp.* addresses the scope of standing under § 55-248.40's enforcement provision for third-party plaintiffs. The plaintiff, a tenant's guest, was injured when he fell through stairs at a mobile home park and sought to bring claims under VRLTA. The court interpreted § 55-248.40's language broadly to establish third-party standing, holding that the provision "specifically provides that 'any person adversely affected by an act or omission prohibited under this chapter may institute an action for injunction and damages against the person who is responsible for such act or omission.'" The court emphasized that "the Virginia Landlord Tenant Act is remedial in nature and the language of the statute 'any person adversely affected' is very broad and includes not only a tenant, but a person like the Plaintiff in this case who may be injured as a result of an act of the landlord which is also a violation of the statute." The court noted that § 55-248.48 of the Mobile Home Lot Rental Act explicitly incorporates § 55-248.40's enforcement provision, stating that "various sections of the Virginia Landlord Tenant Act including Va. Code § 55-248.40 shall apply 'to the rental and occupancy of a mobile home lot.'" However, the decision provides minimal analysis of § 55-248.40's specific procedural requirements, damage calculations, or jurisdictional provisions. The court's interpretation focuses primarily on establishing that non-tenants may have standing to bring enforcement actions under the statute's broad "any person adversely affected" language in appropriate circumstances, particularly in cases involving mobile home parks where VRLTA provisions are expressly incorporated through § 55-248.48.

Brown v. Bugarski

This persuasive Virginia Circuit Court decision in Brown v. Bugarski makes only passing reference to § 55.1-1259 (then codified as § 55-248.40) without substantive statutory interpretation. The tenant sued for personal injuries from a defective window under both common law negligence and VRLTA violations. Defendants argued the VRLTA does not create an independent cause of action separate from common law negligence claims. The court rejected this argument, holding that the VRLTA establishes statutory remedies distinct from common law. The court's sole substantive reference to § 55.1-1259 was citational: "Under the Act, the tenant may also recover damages and injunctive relief. Va. Code Annotated § 55-248.40." The court noted that a law review article described "these tenant's remedies [as] unprecedented in Virginia," referencing the enforcement mechanisms provided by § 55.1-1259. However, the decision provides no analysis of § 55.1-1259's specific provisions, procedural requirements, jurisdictional scope, venue provisions, standard for awarding damages, or what constitutes "acts or omissions prohibited under this chapter." The court merely uses § 55.1-1259 as citational support for the general proposition that the VRLTA provides statutory remedies without interpreting the enforcement statute's text, application, or limitations. As a circuit court opinion addressing an entirely different legal issue, this decision lacks binding precedential authority and offers minimal guidance on § 55.1-1259's enforcement mechanism beyond confirming its existence as a remedy provision within the VRLTA framework.