

Overview of Virginia Landlord-Tenant Law

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Sources of Landlord- Tenant Law



- Virginia Residential Landlord Tenant Act
- Manufactured Home Lot Rental Act
- Federal Statutes & Regulations
- Your Lease

Timeline of Eviction

Notice	UD Filed	UD Hearing	Writ of Eviction	Sheriff Executes Writ
5-Day Pay or Quit; 21/30 Day Notice; 30-Day Notice; or Non-Renewal Notice.	Landlord files Unlawful Detainer with Court.	If landlord followed all previous eviction steps and provided a proper, legal eviction notice, the landlord may be awarded possession.	Landlord may obtain Writ of Eviction immediately after being awarded possession, but it cannot be executed by the Sheriff until the 11 th day following the judgment.	On the 11 th day, the Sheriff may post a 72-hour notice before the writ is executed. If nothing is filed to stop the execution, if you are not out, the Sheriff can physically remove you.

FIVE STEPS OF PROPER EVICTION PROCESS

- 1) Written Notice from Landlord;
- 2) Filing of Unlawful Detainer proceeding once notice period expires;
- 3) Court hearing during which court awards landlord possession;
- 4) Landlord files for Writ of Eviction;
- 5) Sheriff serves Writ of Eviction on Tenant and comes back approximately 72 hours later to physically remove tenant and other occupants from property.

****Redemption: From the date that possession is entered by the Court through the first 24 hours of the Writ of Eviction, a tenant may redeem. Must pay all amounts due to landlord, including past due rent, late fees, court costs, possibly attorney fees, by deadline. If completed, property is redeemed, and Writ will not be executed.**

5-Day Pay or Quit

- Occurs when tenant's rent is past due under terms of lease.
- Should include ONLY amounts owed by the tenant personally, not any third-party.
- Must state that if balance is not paid within five days of receipt of Notice, landlord may then file an Unlawful Detainer proceeding.
- Must include contact information for local Legal Aid organization

- **DISCLAIMER:** Federally subsidized tenants may be entitled to an additional Notice period before the landlord can seek possession in court.

30-Day Notice to Vacate

- **Remedial Lease Violation Notice**

- If the alleged lease violation is one that can be fixed, such as having an unauthorized guest, the tenant has 21 days to resolve the issue with the landlord. If the violation is fixed during that period, the tenant may remain in the property.
- This is typically referred to as a 21/30-Day Notice
- If the tenant does NOT cure the lease violation during that 21-day period, the tenancy terminates at the 30-Day mark and the landlord can then file an Unlawful Detainer proceeding.

- **Non-Remedial Lease Violation Notice**

- Occurs if tenant has previously received a remedial lease violation notice for the same violation that was not cured OR the violation is non-remedial in nature, such as drug use on premises.
- The tenancy is terminated 30 days after receipt of this type of Notice.
- If tenant does not vacate before the notice period expires, the landlord can then file an Unlawful Detainer proceeding.

Non- Renewal Notices

- If a tenant owns their mobile home and only rents the lot, they must receive a 60-day non-renewal BEFORE their lease expires under the MHLRA.
- If a tenant rents both the mobile home and lot, they may be entitled only to a 30-Day Non-renewal notice under the VRLTA depending on terms of their lease.

*** If a landlord intends to alter materials terms of the lease agreement, such as the rent amount or new rules, they must give proper notice of the proposed changes BEFORE the prior lease expires; otherwise, the terms of the new lease will mirror the prior lease without any changes.

SUMMONS FOR UNLAWFUL DETAINER (CIVIL CLAIM FOR EVICTION)

Commonwealth of Virginia

VA. CODE § 8.01-126

CITY OR COUNTY

General District Court

STREET ADDRESS OF COURT

TO ANY AUTHORIZED OFFICER: Summon the Defendant(s) as provided below:
TO THE DEFENDANT(S): You are commanded to appear before this Court on

RETURN DATE AND TIME

to answer this civil claim.

DATE ISSUED

[] CLERK [] DEPUTY CLERK [] MAGISTRATE

CLAIM AND AFFIDAVIT: That Defendant(s) unlawfully detains and withholds from Plaintiff(s):

ADDRESS/DESCRIPTION OF DETAINED PROPERTY

and that the Defendant should be removed from possession based on the following:

unpaid rent

and further that rent is due and owing and damages have been incurred as follows:

\$ RENT rent due for PERIOD and \$ late fee

and \$ damages for with interest RATE(S) AND BEGINNING DATE(S)

and \$ costs and \$ civil recovery and \$ attorney's fees.

Plaintiff requests judgment for all amounts due as of the date of the hearing.

This summons is filed to terminate a tenancy **not** governed by the Virginia Residential Landlord and Tenant Act, § 55.1-1200 *et seq.* of the Code of Virginia.

All required notices have been given. I state under penalty of perjury that the foregoing is true and correct.

PLAINTIFF(S) PLAINTIFF'S ATTORNEY PLAINTIFF'S AGENT

CASE DISPOSITION

[] JUDGMENT that Plaintiff(s) recover against { [] named DEFENDANT(S).

[] possession of the premises described above pursuant to § 8.01-128.

[] A hearing shall be held on DATE AND TIME to establish final rent and damages.

[] Immediate writ of eviction [] ordered pursuant to Va. Code § 8.01-129 upon request of Plaintiff.

[] granted pursuant to Va. Code § 55.1-1250(C).

DEFENDANT(S) PRESENT? [] YES [] NO

DATE

JUDGE

[] Rent, in the sum of \$ and \$ late fee

and \$ damages with interest and

\$ costs and \$ civil recovery and \$ attorney's fees

[] and \$ costs for Servicemembers Civil Relief Act counsel fees.

HOMESTEAD EXEMPTION WAIVED? [] YES [] NO [] CANNOT BE DEMANDED

[] JUDGMENT FOR [] NAMED DEFENDANT(S) []

\$ costs and \$ attorney fees
awarded to Defendant(s)

[] NON-SUIT [] DISMISSED DEFENDANT(S) PRESENT? [] YES [] NO

DATE

JUDGE

CASE NO.

PLAINTIFF(S) NAME(S) (LAST, FIRST, MIDDLE)

TELEPHONE NUMBER

V.

DEFENDANT(S) NAME(S) (LAST, FIRST, MIDDLE)

TELEPHONE NUMBER

TO DEFENDANT: You are not required to appear; however, if you fail to appear, judgment may be entered against you. See the additional notice on the reverse about requesting a change of trial location and your right to prevent this unlawful detainer action through payment of amounts owed.

[] To dispute this case, you **must** appear on the return date to try this case

[] To dispute this case, you **must** appear on the return date for the judge to set another date for trial.

If you fail to appear and a default judgment is entered against you, a writ of eviction may be issued immediately for possession of the premises.

Bill of Particulars ordered DUE DATE

Grounds of Defense ordered DUE DATE

ATTORNEY FOR PLAINTIFF(S)

TELEPHONE NUMBER

ATTORNEY FOR DEFENDANT(S)

TELEPHONE NUMBER

DISABILITY ACCOMMODATIONS for loss of vision, hearing, mobility, etc. Contact the court ahead of time.

HEARING DATE AND TIME

[] Redemption tender presented; continued to:

HEARING DATE AND TIME

[] **Defendant must pay:**

\$ RENT OWED
into the court to be held in escrow by

DATE
and any rents coming due prior to the next hearing date must also be paid into the court.

JUDGE'S INITIALS

MONEY JUDGMENT PAID OR SATISFIED PURSUANT TO ATTACHED NOTICE OF SATISFACTION

DATE

CLERK

When Must I Move Out?

- A tenant does not have a legal obligation to vacate the property just because:
 - an eviction notice is received;
 - an Unlawful Detainer summons is served;
 - the landlord wins in court;
 - the landlord files for a Writ of Eviction.

BUT

- If a Writ of Eviction has been posted on your home, and no documents have been filed with the court to stop the execution before the date listed on the Writ, you MUST vacate by the stated deadline. If you do not, the Sheriff's office can physically remove you from the property and it could be difficult to arrange retrieval of your personal property.

Virginia Residential Landlord Tenant Act

- Found at Virginia Code 55.1-1200 et seq
- Applies to:
 - All apartment complexes, regardless of the number of units;
 - Single family residences so long as the owner owns more than two; and
 - Hotels/motels if the occupant has stayed for more than 90 consecutive days and it is his or her primary residence.

Manufactured Home Lot Rental Act

- Found at Virginia Code 55.1-1300 et seq.
- Applies to all manufactured home parks upon which 5 or more manufactured homes are located on a continual, non-recreational basis.
- Contains 19 sections and incorporates 26 sections from the VRLTA which apply only insofar as they are not inconsistent with the MHLRA.
- Most favorable provision of either the MHLRA or the VRLTA should apply

Federal Statutes and Regulations

- If a tenant receives any type of federal rent subsidy, such as those received by Housing Choice Voucher holders, the tenancy is also governed by additional federal rules and regulations.
- These tenants have legal rights not enjoyed by private self-paying tenants.
- Subsidized tenancies are not time limited & tenants may be evicted only for good cause.
- Specific notices & pre-termination meeting to contest admission denial or subsidy termination or eviction required.

Your Lease

- **IMPORTANT!** By signing a lease, the tenant acknowledges that he or she read it, understood it, AND agreed with it!
- If there is any difference between what is in writing & what is oral, what is in writing controls
- Leases shouldn't include provisions that are inconsistent with governing law, such as the VRLTA, but they may create additional rights and/or responsibilities
- If a lease does include provisions that are inconsistent with governing law, those specific provisions likely will not be enforceable in a court of law; however, the tenant would still need to appear in court and argue why it is not enforceable.

Your Lease

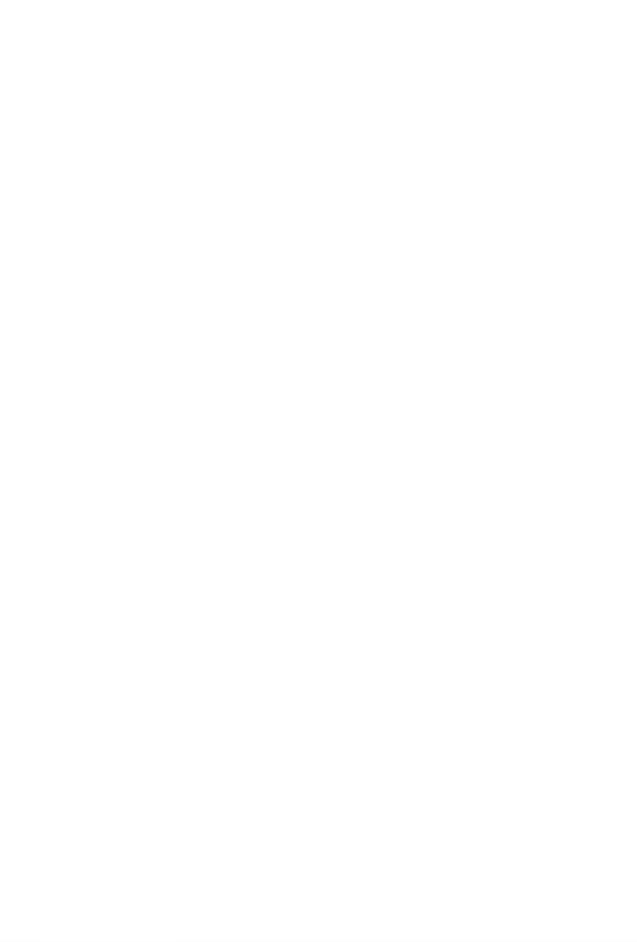
- As of 2019, the VRLTA requires landlords to provide written leases.
- If no written lease, the law sets out a specific lease that will apply:
 - The lease is 12 months with no automatic renewal.
 - Rent is paid in 12 monthly payments.
 - Rent is due on the first of the month and late after the fifth of the month.
 - A reasonable late fee may be charged.
 - A deposit can be no more than two months' rent.
 - Landlord and tenant still may enter into a written lease.

Your Lease

- The MHLRA also requires that a written agreement containing all provisions governing the tenancy be signed by all parties prior to move-in.
- Tenant must be provided a copy within seven (7) days of signing.
- Shall not contain provisions contrary to the MHLRA.
- Shall not contain a provision prohibiting the tenant from selling his manufactured home.
- Shall not provide that the tenant pay any recurring charges except fixed rent, utility charges, or reasonable incidental charges for services or facilities supplied by the landlord.
- Landlord is also required to post a copy of the entire MHLRA, including full text of the sections of the VRLTA that are applicable, in the mobile home park.

What Happens if Rental Property is Sold By Owner During Tenancy?

- Sale only affects who owns property, not who occupies property.
- Lease runs with the land & not with the property owner.
- Lease is as binding on new owner as it was on old owner.
- New owner takes ownership subject to the lease with prior owner.
- New owner steps into the shoes of the old owner & has the same rights & duties under the lease that the old owner had.
- If new owner wants possession, new owner must follow proper evictions process and ultimately file unlawful detainer in court.
- Tenants do not have to vacate upon the sale of the property or the receipt of an eviction notice from the new owner.



Thank you