

**TENANT  
LANDLORD  
HANDBOOK**

**Arlington, Virginia**

Department of Community Planning,  
Housing and Development

2002

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- At the end of each section of the handbook is a list of other information materials available from the tenant-landlord staff.

## **The Basics**

### **COMMUNICATION**

Communication is the key to a successful tenant-landlord relationship. Most problems can be solved if efforts are made to keep the communication lines open.

Put agreements in writing. If an agreement is written, both parties know where they stand, and it is easier to avoid misunderstandings. Verbal agreements are difficult to prove and therefore are not advisable. Put in writing even "small" agreements like promised repairs or permission to have a pet. Keep a copy of every communication.

Discuss problems with the other party. Most problems can be solved if both tenants and landlords are willing to talk about them. Approach the person involved and try to work it out with him first.

Know your rights and responsibilities. Use this book and other materials that are available to learn what is expected of tenants and landlords in Arlington in terms of law and common practice. These provide guidelines for working out equitable solutions to problems.

### **WHAT LAWS APPLY**

In Arlington there are two major laws that govern the tenant-landlord relationship. These are the Virginia Residential Landlord and Tenant Act (VRLTA), a State law passed in 1974, and the Statewide Building Maintenance Code.

Virginia Residential Landlord and Tenant Act. VRLTA applies to all apartment rentals in Virginia and most other rentals except:

- single family homes when the owner owns four or less
- condominium units when the owner owns four or less
- townhouses and duplexes when the owner owns four or less

VRLTA specifies both tenant and landlord responsibilities. It contains provisions for interest to be paid on security deposits, rules for landlord access, maintenance duties of both parties, and some remedies for problems that arise.

Building Maintenance Code. This State law sets minimum standards for the upkeep of rental property. Supplemental sections of the Arlington code cover other important issues such as the definition of a guest. These codes apply to every residential property in Arlington County and are enforced by the Code Enforcement Office 703-228-3232.

The following publication is available from the tenant-landlord staff:

- "The Virginia Residential Landlord and Tenant Act"
- "The Handout, Differences Between Common Law and VRLTA is also available.

## TENANT-LANDLORD COMMISSION AND STAFF

In 1971, before passage of a statewide tenant-landlord law, the Arlington County Board set up the Tenant-Landlord Commission to help it address problems related to rental situations. The Commission, which is comprised of nine members (three tenants, three landlords and three public-interest representatives), plays an active role in conciliating disputes and proposing to the County Board changes in state and local laws that would smooth relations between the landlord and tenants. It holds regular meetings that are open to the public.

The tenant-landlord staff in the County's Housing and Community Development Division provides support for the Commission, handles questions about tenant-landlord problems and mediates disputes. The staff has prepared a number of information sheets about common tenant-landlord problems and has also developed several materials of special interest to small landlords - a sample application form, suggestions about screening tenants, and a sample lease form. At the end of each section of this handbook is a list of relevant handouts.

Citizens can reach the tenant-landlord staff or obtain materials by calling 703-228-3765. The staff is located at 2100 Clarendon Boulevard, Suite 701, Arlington, Virginia 22201.

### Looking for Housing

#### GENERAL TIPS

People looking for rental housing should begin by deciding the maximum that they can pay for rent and utilities. They should consider the neighborhood carefully to see whether it provides features important to them (e.g., transportation, parking, school, church, shopping, recreation). It is advisable to apply in person, inspect the unit and read the lease before depositing any money.

County Housing Information. The County's Housing and Community Development Division has published an *Apartment Guide to Arlington, Va.*, designed to help tenants find apartments. The guide provides a list of all apartment complexes in the County, giving the number of units and average rent for each bedroom size. It also contains tips on finding an apartment, information about the features of each complex, and maps of the County.

Also available by calling 703-228-3765 are three specialized information materials:

- 1) "Housing Resources for Senior Citizens",
- 2) "Housing Assistance Opportunities ", and
- 3) A list for physically disabled persons of accessibility features at some Arlington Apartments (also available from 703-228-4786).

## APPLICATION PROCESS

The tenant-landlord relationship begins during the application process, even before a formal lease is signed. At this time both parties should be sure they state all facts clearly and understand their obligations to each other until the lease is actually signed.

**The Application.** Landlords use the application to gather data about a tenant. Tenants use the application to express their intention to rent an apartment if they are chosen by the landlord. At the time of application it is important for landlords to state clearly all their requirements. A landlord must treat all applicants equally to ensure compliance with fair housing laws.

Most landlords have an income standard (usually rent cannot exceed 25-30% of the household income), occupancy standards and rules about pets. If the landlord declares general policies like these, tenants will know quickly whether they are eligible.

It is important for a landlord to learn enough about a tenant to make an objective decision about whether to accept him. Rental history, credit background, and information about present employment and income should be investigated. The tenant should be honest and complete in the application. False information can be grounds for eviction later.

- "An Owner's Guide to the Application Process"
- "Rental Application"

**Application Fees.** Any money given by an applicant for a rental dwelling, regardless of what this payment is called, is an application fee under VRLTA until the lease is signed. If the landlord does not accept a particular tenant, he must return the application fee, minus the cost of the credit check.

Or, if the applicant later decides not to rent, the landlord is also allowed to deduct the actual expenses of finding another tenant (e.g., advertising and lost rent). The remainder of the application fee, along with a list of deductions must be returned within 20 days of the tenant's failure to rent the unit, **10 days if fee paid in cash**. If the fee or a list of costs is not received within 20 days, the applicant should write the landlord, reviewing the facts and asking for the return of the application fee. If this fails, the tenant can sue to regain the fee. (See page 20 for more information about the court process.)

- "Application Fees"
- "Suing in Arlington Courts for Amounts under \$10,000" (including sample forms)

## FAIR HOUSING

Fair housing is a right for all people. There are three laws that prevent discrimination in Arlington: local, state and federal. The Arlington County Ordinance prohibits discrimination on the basis of race, sex, color, religion, national origin, marital status, sexual orientation, handicap, elderliness, or familial status (being pregnant or having children under age 18). It is also unlawful to retaliate against any person who opposes discriminatory practices. The protections under state and federal law are similar to the County's.

The County Ordinance is administered by the Arlington Human Rights Commission. The Commission may be contacted by letter, by telephone, or in person concerning any allegation of discrimination that has occurred in Arlington County. A Commission staff member will explain the process for filing a complaint.

The best way to practice fair housing is to state in writing rental requirements that are reasonable and legal, and apply them uniformly to all applicants. A landlord cannot use as one of his selection criteria one of the protected classes. Any landlord wanting guidance about fair housing can contact the Community Housing Resource Board (CHRB) (703-241-5079) for educational materials. The Arlington County human rights staff (703-228-3929) can also provide guidance.

If a tenant feels he is being discriminated against, he should note carefully the facts of the situation (day, time, person spoken with and exact address), and should try to get a copy of the application. He can call the human rights staff to file a complaint or get advice about how to proceed.

- "A Guide to Fair Housing" (available from the CHRB)

## SHARED HOUSING

Persons considering sharing an apartment or a house should be aware of special problems. They must have the permission of the landlord to share, they should discuss the living arrangement frankly, and they should put their agreements in writing. It is especially important to give each other receipts for money collected for security deposits, rent or utilities.

Tenants sharing housing should discuss the following issues and draw up a simple written agreement.

**Rent -- the amount of the rent, the date it is due and who is responsible for making payment to the landlord.**

**Utilities -- the portion of each utility, including telephone, that every tenant is to pay. It may be advisable for each utility to be billed to a different tenant.**

Security Deposit -- a special problem in shared housing. Landlords are seldom willing to inspect whenever one person leaves a group lodging. They often hold the total security deposit until all original lease signers have vacated. Therefore, tenants need to reach their own agreement about how they will handle the return of individual shares of the deposit.

House Rules -- a clear understanding about kitchen use, storage, parking, pets, guests, cleaning responsibilities, smoking, security and noise.

- "Considerations Before Entering into Homesharing"

## **Beginning the Tenancy**

### **LEASES**

A lease is a legally binding contract between a tenant and a landlord that states in writing the duties of each. Both parties should read and understand a lease before signing, discussing terms that are not clear. Any change in the lease should be put in writing and initialed by both parties. All tenants who will occupy a unit, including children, should be listed in the lease. VRLTA requires that the landlord give the tenant a copy of the lease within a month of the date on which it begins.

If there is no written lease, the offering and acceptance of rent establishes a rental agreement.

The lease should state clearly whether it renews automatically after the initial lease period or converts to a month-to month basis. Most leases also specify whether the tenant may sublet to someone else. Other things a landlord often addresses in a lease are the maximum number of tenants, pets, noise, and the cleaning necessary to ensure return of the security deposit. A tenant should be sure to understand the parts of the lease covering fees (e.g., for utilities, towing, parking, late payment of rent), penalties for lease breaking, and responsibility for repair bills.

Unenforceable lease clauses. VRLTA specifies some clauses that are unenforceable and should not appear in any lease. It states that a tenant may not be required to:

1. waive his rights under that law;
2. agree not to contest a landlord's suit against him;
3. agree to pay the landlord's fees except for those specified in VRLTA; or
4. waive the right to claims for damage to himself or his property caused by the landlord.

- "Sample Lease"

## **SECURITY DEPOSITS**

The security deposit paid to a landlord at the beginning of a tenancy is designed as a sort of "insurance" to cover physical damage beyond normal wear and tear or rent left unpaid when a tenant leaves. Tenants cannot legally use the deposit for their last month's rent. Most landlords collect only one month's rent as security deposit, but some ask for an additional amount from tenants having pets. Under VRLTA the amount of deposit held by the landlord cannot exceed two months' rent. The Security Deposit, any accrued interest and any deductions, damages and charges shall be itemized by the landlord in writing with the amount due to the tenant returned within 45 days. Although most deductions are made at the end of the tenancy, it is sometimes necessary for the landlord to use the deposit to cover damage to the unit during the tenancy. If this happens, the landlord must notify the tenant of the deduction within 30 days. An alternative to this approach is for the landlord to bill the tenant for the damage, asking the tenant to add that amount to the next month's rent.

## **CHECK-IN INSPECTION**

The check-in inspection is important to give both landlord and tenant a record of the condition of the premises at the start of the tenancy. It is helpful for flagging problems that need attention, such as leaking faucets, and for noting defects, such as stained carpets or a scratched countertop. Later it can be compared with a move-out inspection report to determine objectively whether anything should be withheld from the security deposit.

Together the landlord and tenant should go through the premises carefully, noting the condition of floors, walls, paint, plumbing, appliances, countertops and air-conditioning units. If an agreement is made about repairs, it should be put in writing.

If a tenant finds a dwelling unit is not habitable, he should notify the landlord immediately and try to arrange for repairs or cleaning before he moves in. The Code Enforcement Office may also be able to help, if the problems involve code violations.

- "Check-in Sheet"

## **RENTER'S INSURANCE**

The landlord is not responsible for damage to a tenant's property unless it is caused by negligence on his part, and it is hard to prove negligence. Tenants could also suffer property loss because of fire, theft or problems caused by other tenants, such as flooding from a faucet left running. For these reasons tenants should consider buying renter's insurance to protect their belongings.

## **During the Tenancy**

### **RENT**

Payment of rent is the most important duty of a tenant. Rent must be paid at the time and place designated by the landlord. It should be paid in the form requested, such as check or money order. Failure to pay rent, frequent late payment of rent, or the withholding of rent for any reason can be cause for eviction. (See page 14 for a discussion of rent escrow.) Most landlords allow a grace period beyond the due date, but it is not required by law.

If the rent is not paid on the day written in the lease, the landlord can issue a notice asking the tenant to pay the rent in five days, or he will begin eviction proceedings (see page 20). A late fee, which should be a reasonable amount specified in the lease, can also be charged. A separate fee can be charged if a rent check is returned to a landlord because of insufficient funds in the tenant's bank account.

Tenants who are unable to pay rent on time should contact the landlord and explain the reasons. If the problem is temporary, they can often work out a solution (e.g., paying the rent in two smaller installments during the month) and avoid legal action.

Rent increases. There is no rent control in Virginia. However, during a long-term lease the rent cannot be raised unless the lease contains a specific clause allowing it. Tenants on a month-to-month basis can have their rent raised by written notice 30 days before the next time the rent is due. Most landlords do not increase the rent more than once a year. Many landlords find it useful to include an explanation with the rent increase notice, especially when the increase is higher than the general inflation rate.

For tenancies subject to VRLTA a rent increase notice gives the tenant the option of paying the higher rent or moving out before the date on which the new rent is due. In such cases the tenant should notify the landlord as soon as moving plans are firm.

### **RENT ASSISTANCE**

Housing Grants Program. This County program assists low-income persons by providing money each month to help pay the rent. Families with children under 18 years of age and individuals with a disability or over 55 years of age should call (703) 228-1350 for an initial screening. An application will be mailed upon request.

Section 8 Rent Assistance. The County administers this federally funded program for low and moderate income families and elderly and handicapped persons. Persons receiving this assistance pay 30% of their income for rent, with the remainder being provided by the program. People can put their names on the Section 8 Waiting List by contacting the Arlington County Section 8 Office (703-228-1450).

- "Housing Assistance Opportunities"
- "Housing Resources for Senior Citizens"

## **MAINTENANCE**

Questions about maintenance are bound to arise during a tenancy. Such issues are addressed by VRLTA and other laws as well as the lease. The first step is to notify the landlord or tenant promptly of the needed repair or upkeep. This should be done in writing, if possible, and a copy should be kept for reference. If the problem isn't solved after a reasonable period, then other action can be taken.

General Responsibilities. Under VRLTA the landlord is responsible for keeping the premises fit and habitable, the common areas clean, and utilities paid for and functioning when those bills are in his name. Tenants are accountable for cleanliness in their own units, proper disposal of trash, and reasonable care of appliances and equipment. Tenants can be charged for damage caused by carelessness, such as clogging of drains with foreign materials or puncture of refrigerators during defrosting.

For rental units not covered by VRLTA, the landlord and tenant should discuss responsibility for maintenance. Some leases make tenants responsible for routine upkeep and for repairs necessitated by their negligence (foreign objects in dishwasher or toilet), while the landlord handles major structural repairs or routine replacements (e.g., roof, hot water heater).

Code Requirements. Every rental dwelling unit in Arlington comes under the Statewide Building Maintenance Code, which sets minimum standards for maintenance of residential property. The County Code Enforcement Office enforces this law by contacting owners or tenants, making site visits as needed, and issuing violation notices when necessary. The landlord must maintain the plumbing and electrical systems and, in most situations, provide a functioning stove and refrigerator. The law does not cover aesthetic considerations (e.g., paint color or shrubbery) or require that appliances considered non-essential (e.g., dishwasher, washing machines, dryers) be provided. Although a landlord can be required to repair such items, the code does not say who must pay for the repairs. Typically, the landlord is responsible for the cost of the repair unless the appliance was damaged by the tenant.

The following are some provisions of the code dealing with common maintenance questions.

**Heating.** Every dwelling unit is required to have heating facilities that are properly maintained and keep all habitable rooms at a temperature of at least 65<sup>o</sup> during the day and 60<sup>o</sup> at night during ordinary winter conditions from October 15 - May 1.

**Hot Water.** Water must be at least 110<sup>o</sup>.

**Locks.** Each multi-family apartment unit must be provided with a deadbolt lock and either a peephole or a window allowing the tenant to see who is at the door. Landlords are encouraged to change locks on entry doors to apartment units between tenancies.

**Roaches and Rats.** In apartments the landlord is responsible for the extermination of insects or rodents that constitute a health or safety hazard. A tenant must cooperate by keeping the unit clean and by allowing exterminators to enter.

In single-family houses the landlord must keep the property basically insect-and rodent-proof, but occupants are accountable for infestations caused by poor housekeeping and for the cost of extermination.

#### Extermination

Under VRLTA Landlords must give tenants no less than 48 hours written notice prior to applying a pesticide in the tenant's dwelling unit unless the tenant agrees to a shorter period. If the tenant requests the application of the pesticide, the forty-eight hour notice is not required. Tenants who have concerns about specific pesticides must notify the landlord in writing no less than 24 hours before the scheduled application.

Also, landlord must post notices if pesticides are used on the premises at least forty-eight hours prior to the application.

**Paint and Plaster.** Walls and ceilings should be clean and free of loose plaster or scaling paint. Many landlords paint between tenancies, but they are not required to do so.

**Air-Conditioning.** Is not a requirement; however, if it is provided by the landlord, it must be maintained in full operating condition.

**Smoke Detectors.** The landlord is required to provide an operating smoke detector in every rental dwelling and to repair it if necessary. The tenant is responsible for testing the detector, replacing batteries, and reporting any malfunction to the landlord.

## **LANDLORD'S RIGHT OF ENTRY**

Entry by the landlord sometimes causes disagreement between tenants and landlords. Under VRLTA the tenant must give the landlord reasonable access to inspect the premises, make agreed upon repairs, provide services, or show the unit to prospective tenants or purchasers. Except in unusual or emergency situations the landlord should notify the tenant in advance at least 24 hours for routine maintenance that has not been requested by the tenant and limit his visits to reasonable hours. Guidelines like these should be spelled out in the leases for rental houses and other dwellings not covered by VRLTA.

It is a good practice for landlords to leave brief notes when anyone from management enters an apartment, to let the occupants know the time and purpose of the visit.

VRLTA gives landlords a right to hold keys to all rental units. While tenants may install extra locks or security devices, they must give the landlords copies of keys and operating instructions.

## RENTAL RULES

VRLTA allows landlords to establish reasonable rental rules about such things as parking, towing, noise, children's play areas, use of laundry facilities, and pets. The rules must benefit the tenants in general, protect the property, or fairly distribute services.

Landlords should be sure each tenant knows of the rental rules, and they should enforce the rules fairly. Tenants should ask about rental rules before moving in, because they can be evicted if they do not follow the rules. To change a rule or impose a new one the landlord must give tenants at least 30 days' notice. Tenants on long-term leases are not bound by changes in rental rules unless they agree to them in writing. Tenants renting by the month must follow the new rules or move out.

Noise is a continuing matter of concern for many apartment dwellers and managers. Many leases state general rules about it, such as limiting the hours for using stereos or TV's. All residents are entitled to "peaceful enjoyment" of their homes, but personal sensitivities to noise differ. A noisy tenant may not realize he is disturbing anyone. Tenants bothered by their neighbors might make a friendly request for less noise. If it continues, tenants should complain to the landlord. A landlord may need written documentation to resolve a serious problem. VRLTA allows landlords to evict tenants who continually disturb the peace.

Pets are prohibited by many landlords. Some landlords who allow pets restrict the type and size. **There are laws that entitle disabled persons to keep pets without extra charges, given that their pet is needed to help them with their disability. Landlords are only required to provide reasonable accommodation for such pets.** Their owners, like all pet owners, are liable for any damage done to the premises by their dogs.

Parking is in limited supply in many parts of Arlington. Landlords may allocate parking in any fair manner. As long as signs are posted, the law allows landlords to tow cars without a current inspection sticker or license or that are inoperable, abandoned, or improperly parked. Landlords should be sure to let tenants know their parking and towing policy.

The Number of Occupants should be clear in both the application form and lease. The State Building Maintenance Code includes minimal occupancy standards, but does not address the age or sex of children allowed to share a bedroom. The County Zoning Ordinance limits occupancy of any dwelling unit to four unrelated persons or one family.

Changes to the Unit, such as installing wallpaper or wall-to-wall carpeting, should not be made without the consent of management. Tenants may be charged at the end of a tenancy if a second coat of paint is required to cover a color they have applied, or if there is excessive damage to walls.

## **REMEDIES**

There are remedies available in VRLTA to both landlords and tenants when serious problems arise that cannot be resolved through negotiation.

**21/30-Day Notice.** This remedy is for problems arising during a long-term lease. It is designed to deal with substantial breaches of the lease, such as unauthorized pets, or maintenance problems affecting health and safety, such as rodent infestation. The landlord or tenant issues a 21/30-day notice which requires the other party either to correct the problem within 21 days or end the tenancy in 30 days. See page 17 for the general requirements of notice.

- "Tenant's Use of 21/30-Day Notice"

**Rent Escrow.** A tenant may not withhold rent except under the rent escrow provisions of VRLTA. Any other withholding of rent can lead to eviction. Rent escrow is only permitted for major violations of the lease or law. Under rent escrow the tenant pays the rent to the court; after a court hearing a judge decides the outcome.

Because of the complex legal requirements for filing a rent escrow action, it is advisable to contact an attorney. Rent escrow is most useful in connection with a problem affecting a large number of tenants. The problem must be a serious one that affects health or safety (e.g., lack of heat, frequent lack of hot or cold water, existence of major fire hazard). The landlord must be informed of the problem either by the tenant or by an appropriate County or State agency. Then he must be allowed a reasonable period of time (usually 30 days, except in emergencies) to correct the problem. After these steps are taken, the tenant must pay his rent to the court within 5 days of when it is due. Court action is begun by filing a "Tenant's Assertion and Complaint", and a court hearing is usually held within 15 days.

- "Rent Escrow"

**Injunctive Relief and Damages.** VRLTA allows either landlord or tenant to obtain court orders to prevent recurrence of some breaches of the law (e.g., abuse of access). It is usually necessary to consult an attorney about such injunctions. VRLTA also allows landlords and tenants to collect attorney's fees and damages in some situations that involve deliberate breaking of the law.

## **TENANT ASSOCIATIONS**

A tenant association can promote communication between tenants and management and foster a sense of community among residents. An association can give management a clear picture of tenants' desires and help tenants identify things they might do on their own to improve the environment at the complex. Sometimes tenants and management can undertake activities that will help everyone without requiring increased rents to cover their costs.

VRLTA protects tenants who organize or join tenant associations from retaliatory action by a landlord.

### **Ending the Lease**

#### **NOTICE TO END LEASES**

The most common notice used to end leases is a 30-day notice to vacate. Other notices to vacate are available to address specific situations. It is important for a tenant or landlord to:

- put the notice in writing,
- keep a copy,
- plan ahead to insure its timely receipt (usually the effective date of a notice is the day it is delivered), and
- get proof of delivery (by the Sheriff, certified mail or a Certificate of Mailing) for important notices.

**30-Day Notice.** Month-to-month rental agreements can be ended when either party gives notice 30 days in advance of the day rent is due. For example, a vacate notice for June 30 should be delivered to the other party by June 1. The notice does not have to include a reason. VRLTA requires that a landlord advise a vacating tenant of the right to be present at the final inspection. Tenancies in which the rent is paid once a week can be ended with seven days' notice. Some landlords require 60 days notice to end the rental agreement. Read your lease to insure that you are giving proper notice.

**21/30-Day Notice.** A landlord or tenant can use a 21/30-day notice to end a long-term lease if the other party has substantially violated either the lease or VRLTA. This notice gives the other party 21 days to correct the violation, or the lease will end in 30 days. These differ from 30-day notices in that they can be given on any day of the month, not just the first.

**5-Day Notice.** Whenever a tenant does not pay the rent, the landlord can send a 5-day notice requiring the tenant to pay in five days or quit the premises. The five days are counted from the day the notice is delivered, excluding Sundays. The landlord must accept the rent if the tenant offers it during that period. This notice can only be issued when rent is unpaid.

## **BREAKING A LEASE**

Breaking a lease is a breach of contract and almost always costs money. Some leases state a fixed amount (e.g., the entire security deposit) that a tenant will have to pay as damages. In other cases a landlord charges a tenant for actual costs due to the broken lease. These might include advertising of the unit and repainting. The tenant may also be held responsible for rent until a new tenant moves in. Management should always make such potential lease breaking costs clear to the tenant, and they must try to limit the costs by re-renting the unit as quickly as possible.

Tenants must have the landlord's permission to sublet, and most landlords reserve the right to approve any subsequent tenant.

**Military Clause.** Under VRLTA members of the armed forces or National Guard transferred more than 35 miles on orders are allowed to break their leases on 30 days' notice. Payments are specified in the law to cover the landlord's costs from the lease breaking. VRLTA prohibits the landlord from requiring a tenant to pay liquidated damages if the tenant has resided in the property more than 12 months.

## **CLEANING AND INSPECTION**

A tenant preparing to move should ask management about cleaning requirements. Typical requirements are to:

- sweep the unit and clean the carpets
- clean the bathroom and kitchen
- defrost the refrigerator and clean the stove
- remove trash and unwanted clothing or furniture
- wipe venetian blinds

The tenant and landlord should both inspect the unit at the end of any tenancy. Under VRLTA tenants have the right to be present at such inspections, if they ask the landlord in writing. Landlords must try to advise all vacating tenants of this right. The inspection must be within 72 hours of the tenant's actually vacating, but the landlord has the right to set the time. After the inspection the landlord must give the tenant a list of damages known at that time. The tenant should be sure to turn in all keys and arrange for any change in utility billing.

Under VRLTA the security deposit and interest due or a list of damages must be sent to a tenant 45 days after he leaves. In other cases the lease should specify the return period. If a landlord has legitimate expenses to deduct from the deposit (unpaid rent, unpaid fees, or the cost of repairs to the property), they must be itemized for the tenant. "The landlord must notify the tenant in writing of any deductions to be made from the security deposit during the course of the tenancy."

Interest on Deposits. VRLTA requires the landlord to pay interest on security deposits held for more than 13 months. The interest rate changes annually on January 1. To find out the current interest rate, call the Housing Information Center at 703-228-3765. Simple interest is calculated every 12 months. For example, at the end of a tenancy lasting between 18 and 23 months the landlord would owe interest for 1 12-month period and a pro rated amount for any remaining months. **The amount of interest that must be paid has varied over the years. The following is a list of these interest rates.**

<u>Date</u>	<u>Annual Rate</u>
7/1/74-6/30/80	3%
7/1/80-6/30/82	4%
7/1/82-6/30/85	4.75%
7/1/85-12/31/94	5%
1/1/95-12/31/95	3.75%
1/1/96-12/31/96	4.25%
1/1/97-12/31/98	4%
1/1/99-12/31/99	3.5%
1/1/00-12/31/00	4%
1/1/01-12/31/01	5%
1/1/02-12/31/02	.25%

The following table is an example of how to calculate interest owed on a deposit of \$1,000 for a tenancy beginning January 1, 1994 and ending May 1, 1999:

<u>Date</u>	<u>Rate</u>	<u>Interest Owed</u>
Jan.-Dec. '94	Calculated @ 5%	\$50.00
Jan.-Dec. '95	Calculated @ 3.75%	\$37.50
Jan.-Dec. '96	Calculated @ 4.25%	\$42.50
Jan.-Dec. '97	Calculated @ 4%	\$40.00
Jan.-Dec. '98	Calculated @ 4%	\$40.00
Jan.-Apr. '99	Calculated @ 3.5%	\$11.67
Total	Due	\$221.67 in interest + \$1,000=\$1,221.67

Failure to Return. If the landlord fails to return any of the security deposit or interest due the tenant, the tenant should write to ask for it. The tenant may also sue in Court for part or all of the deposit, plus reasonable attorney's fees. Such suit is initiated by filing a "Warrant in Debt" at the Office of the Clerk of Courts, room 2500 in the Arlington County Court House. The filing fee is relatively small. A lawyer may be used, but is not required.

- "Security Deposits"
- "Suing in Arlington Courts for Amounts under \$10,000" (including sample forms)

## **EVICTION PROCESS**

After the expiration of any vacate notice a landlord can begin eviction proceedings in General District Court. It is often in the best interests of both landlords and tenants to come to an agreement before the eviction process begins. The court process is time consuming and expensive for both parties; for tenants it may also jeopardize rental and credit references. Any agreement out of court should clearly state the obligations of both parties for the remainder of the tenancy.

Illegal Eviction. No tenant whether under VRLTA or Common Law can be evicted or locked out against his will until after the court process is complete. Nor can a landlord force eviction by deliberately cutting off essential services. Fair housing laws prohibit eviction that is based on discrimination.

Summons for Unlawful Detainer. The first step is for the landlord to obtain a "Summons for Unlawful Detainer" from the Clerk of the General District Court in the Arlington County Court House (room 2500, 703/228-4590). The landlord fills it in with the basic facts about the claim - names of tenant and landlord, address of the rental property, and the reason for court action. The clerk sets a court date, which is usually two to three weeks later. The Sheriff (room 9100 703/228-4460) posts a copy of the Summons on the tenant's door. The landlord is also required to mail a copy to the tenant.

Court. In Arlington, tenant-landlord cases are heard in either General District Court or Small Claims Court. In Small Claims Court proceedings are more informal, and neither party may have an attorney. Cases involving larger amounts of money are heard in General District Court, where either party can bring an attorney and where normal courtroom procedures are followed. Both parties are required to attend a court hearing. Failure to appear usually leads to a decision against the absent party.

In presenting cases to the judge both parties should be prepared to tell relevant facts and support them with evidence. Judges are not required to listen to legally unrelated circumstances, such as financial difficulties as a defense for non-payment of rent. Copies of vacate notices, certificates of mailing, canceled rent checks and pictures of damage are of great value.

Physical Eviction or Set Out. If the judge decides against the tenant, the landlord can obtain a "Writ of Possession" and have the tenant evicted after a 10-day appeal period has passed. The Sheriff will post the Writ, which will state the date and time that the Sheriff will come to supervise the actual removal of the tenant's possessions. The landlord must supply personnel to carry the goods to the curb, but the tenant is responsible for their security at that point and for their transportation to another location.

Retaliatory Eviction. VRLTA prohibits the landlord from evicting tenants solely because they have:

- 1) organized or joined a tenant association,
- 2) called a government inspections office to complain about code violations,
- 3) made complaints directly to the landlord, or
- 4) testified against the landlord in court.

If a tenant can prove to the court that the landlord is evicting him solely for one of these four reasons, the eviction will probably be stopped. Tenants lose this protection if they are behind in their rent, violating the lease, or causing the code violations.

- "Eviction Process" (including sample forms)

## **TENANT DISPLACEMENT**

Arlington County has adopted Relocation Guidelines. These Guidelines apply to multi-family rental buildings that are undergoing renovation, demolition or conversion to

another use, as well as to rented single family houses where tenancies are terminated because of site plan conditions requiring demolition or conversion of the property to commercial use.

Owners/developers seeking County funding or site plan approval to redevelop a site are expected to: complete a tenant survey and develop a relocation plan that is reviewed at a public meeting by the Tenant-Landlord Commission. It is expected that the owner/developer will communicate with tenants regarding plans for the property, provide assistance finding a new unit and provide a relocation payment based on the size of the unit in which the tenant resides.

Efficiency	furnished \$260, unfurnished \$500;
One bedroom	furnished \$295, unfurnished \$600;
Two bedrooms	furnished \$330, unfurnished \$700;
Three bedrooms	furnished \$365, unfurnished \$800;

Owners/developers must provide tenants the state required 120 day notice to vacate.

- Arlington County Tenant Relocation Guidelines

### **Conversions**

Several State and County laws offer help to tenants in an apartment complex undergoing conversion to condominium or cooperative. Developers must notify tenants when they start the process of registering a conversion with the Virginia Real Estate Commission. Developers must give the County two copies of their conversion papers. These are kept on file in the Housing and Neighborhood Division and at the Central Library, 1015 North Quincy Street, where tenants can examine them. The conversion is usually formally registered by the State within 60 days.

Upon registration a developer is required to give each tenant a notice stating the purchase price and monthly fees for each unit and offering the tenant a 60-day exclusive option to buy his unit. That notice must also describe any relocation assistance the developer is providing.

120-Day Notice. At any time after registration the developer may give tenants a formal notice to vacate. That notice must be for at least 120 days. Therefore, the filing and notification requirements give tenants roughly six months to formulate their plans.

The developer can begin work in halls and other common areas any time after purchase, but a County noise ordinance restricts somewhat the levels of noise and hours of work. The State law prevents a developer from doing work inside any unit during that time unless he gives a 45-day notice of the work.

Relocation Assistance. The County requires condominium and cooperative developers to pay actual relocation expenses up to \$500 to each displaced tenant. The County also requires developers to offer some elderly and disabled tenants extended leases for up to three years, but rents are not fixed on these leases.

- "Summary of State and County Laws Regarding Condominium Conversion"
- "Consumer Protections in the Virginia Condominium Act"

## OTHER SOURCES OF INFORMATION

### COUNTY OFFICES LISTED IN THIS BOOK

Clerk of Court .....	... 703-228-4590
Code Enforcement .....	.....703-228-3232
Human Rights.....	...703-228-3929
Housing Grants Program .....	.....703-228-1350
Section 8 Housing Program.....	703-228-1450
Sheriff.....	... 703-228-4460
Tenant-Landlord Office.....	..... 703-228-3765

### OTHER COUNTY RESOURCES

Citizens Assistance and Information.....703-228-3000

This is the County's central information and referral service. It handles questions about any problem and makes referrals as needed to other County offices and to community agencies.

Crime Resistance.....703-228-4330

This section of the Police Department can provide advice to groups or individuals encountering security problems.

Extension Service.....703-228-6400

This service of Virginia Tech provides information on nutrition, child care and housekeeping skills. It can often arrange group instruction on these topics, including classes focused on the special problems encountered by refugees.

### OTHER ORGANIZATIONS PROVIDING SERVICES

Apartment and Office Building Association (AOBA) 202-296-3390

AOBA is a Washington Metropolitan area organization of owners and managers that offers education for its members and provides market data and operating cost analyses.

Community Housing Resource Board (CHRB).....703-241-5079

This organization promotes fair housing through training and dissemination of literature.

Joint Armed Forces Housing Referral Office.....703-696-3557

The Housing Liaison Section at Fort Myer handles housing problems encountered by military personnel.

**Lawyer Referral**.....703-228-3390

The Arlington County Bar Association maintains this free service that provides names of lawyers specializing in various problem areas. The first meeting with a lawyer on their list is covered by a small fee.

Legal Services of Northern Virginia.....703-532-3733

The Arlington Legal Aid Society offers free legal help to persons with limited incomes.

Northern Virginia Apartment Association .....703-671-6777

This organization of owners and managers provides a range of services for its members, including information, training programs and a monthly newsletter.

NVFS Housing Counseling Program.....703-769-4600

The Housing Counseling Program assists tenants to remain in their current housing or to find permanent housing.

NVFS Multi-Cultural Program.....703-533-9727

This program, operated by Northern Virginia Family Service, provides counseling and social services for refugees and coordinates with other agencies doing similar work.

Spanish-Speaking Committee of Virginia.....703-243-3033

This office serves as a resource center for Spanish-speaking persons. It makes appropriate referrals, provides interpreters if needed, and publishes a free monthly newspaper.

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