

This booklet was compiled by the staff of the Division of Landlord - Tenant Relations, Office of Housing of the City of Alexandria and the Landlord - Tenant Relations Board of the City of Alexandria. Assistance with the contents of this booklet was provided by the Alexandria Legal Services Office, the Division of Economic Opportunities of the Human Services Department, City of Alexandria; the Code Enforcement Division of the Fire Department, City of Alexandria; the Department of Planning and Community Development, City of Alexandria; the Office of Human Rights, City of Alexandria; the Fairfax Office of Tenant - Landlord Relations of the Fairfax Department of Consumer Affairs; and the Office of Housing Services of the Virginia Department of Housing and Community Development.

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<b>INTRODUCTION.....</b>	<b>5</b>
<b>THE VIRGINIA RESIDENTIAL LANDLORD TENANT ACT .....</b>	<b>6</b>
<i>Exemptions from the VRLTA .....</i>	<i>6</i>
<i>Security Deposits.....</i>	<i>6</i>
<i>Security Deposit Interest Rates .....</i>	<i>7</i>
<i>Application Fees.....</i>	<i>7</i>
<b>LEASES .....</b>	<b>7</b>
<i>Unsigned/Undelivered Leases.....</i>	<i>7</i>
<i>Oral Agreements .....</i>	<i>8</i>
<i>Illegal Conditions in Leases.....</i>	<i>8</i>
<i>Rules and Regulations.....</i>	<i>8</i>
<i>Subleasing and Assignment.....</i>	<i>8</i>
<i>Roommates .....</i>	<i>9</i>
<i>Early Termination of the Rental Agreement by Military Personnel.....</i>	<i>9</i>
<i>Liquidated Damages Formula for Military Personnel.....</i>	<i>9</i>
<i>Other Requirements When Leases Are Signed.....</i>	<i>9</i>
<i>Confidentiality of Tenant Records.....</i>	<i>9</i>
<i>If the Property is Sold.....</i>	<i>10</i>
<i>Renewing a Lease.....</i>	<i>10</i>
<b>ZONING REGULATIONS .....</b>	<b>10</b>
<i>Single Family Houses Subdivisions.....</i>	<i>10</i>
<i>Tenants .....</i>	<i>10</i>
<b>MAINTENANCE .....</b>	<b>10</b>
<i>Tenant Obligations.....</i>	<i>10</i>
<i>Landlord Obligations .....</i>	<i>10</i>
<i>How Tenants Can Get Repairs Made By Landlords .....</i>	<i>11</i>
<i>Court Action.....</i>	<i>11</i>
<i>Rent Escrow .....</i>	<i>12</i>
<i>Filing the Suit.....</i>	<i>12</i>
<i>Landlord Remedies.....</i>	<i>12</i>
<i>Lead Based Paint Disclosure Rule.....</i>	<i>12</i>
<i>Retaliatory Action .....</i>	<i>13</i>
<b>FAIR HOUSING .....</b>	<b>13</b>

<i>Local Fair Housing Laws</i> .....	13
<i>Virginia State Law</i> .....	14
<i>Federal Law</i> .....	14
<i>The Fair Housing Act</i> .....	14
<i>The Fair Housing Amendments Act of 1988</i> .....	15
<i>Reasonable Modification and Accommodation Requirements</i> .....	15
<i>Exemptions</i> .....	15
<i>Civil Rights Act of 1866</i> .....	15
<i>Legal and Administrative Action</i> .....	15
<b>RENT PAYMENTS AND INCREASES</b> .....	<b>16</b>
<b>VOLUNTARY RENT GUIDELINES</b> .....	<b>16</b>
<b>ACCESS</b> .....	<b>16</b>
<b>TERMINATION OF TENANCY</b> .....	<b>17</b>
<i>30 Day Notice</i> .....	17
<i>21-30 Day Notice</i> .....	17
<i>Eviction</i> .....	17
<i>Suit for Eviction for Non-payment of Rent - 5 Day Notice</i> .....	17
<i>Suit for Eviction for Breach of Lease</i> .....	18
<i>Eviction for Criminal Conduct or Dangerous Condition</i> .....	19
<i>Eviction for Change of Use of a Rental Building</i> .....	19
<i>Late Fees and Court Costs</i> .....	19
<b>CONDOMINIUM AND COOPERATIVE CONVERSIONS</b> .....	<b>20</b>
<i>Notice of Conversion</i> .....	20
<i>Public Offering Statement</i> .....	20
<b>RELOCATION BENEFITS</b> .....	<b>21</b>
<b>CONVERSION ASSISTANCE POLICY</b> .....	<b>21</b>
<i>Relocation Payment</i> .....	23
<b>THE LANDLORD-TENANT RELATIONS DIVISION</b> .....	<b>25</b>
<b>AND</b> .....	<b>25</b>
<b>THE LANDLORD-TENANT RELATIONS BOARD</b> .....	<b>25</b>

<i>The Division of Landlord-Tenant Relations</i> .....	25
<i>Landlord-Tenant Relations Board</i> .....	26
<b>RESOURCE LIST OF OTHER HOUSING-RELATED AGENCIES AND PROGRAMS</b>	<b>26</b>
<b>ASSISTED HOUSING</b> .....	<b>29</b>
<i>Privately Owned Assisted Housing</i> .....	29
<b>UNIFORM STATEWIDE PROPERTY MAINTENANCE CODE</b> .....	<b>31</b>
<i>Use and Occupancy</i> .....	31
<i>Minimum Occupancy Area Requirements</i> .....	31
<i>Habitable Conditions</i> .....	31
<i>Facilities and Utilities</i> .....	31
<i>Maintenance and Repair</i> .....	32
<b>UTILITY METERS AND RATIO BILLING UTILITY SYSTEMS</b> .....	<b>32</b>
<b>SAMPLE LEASE</b> .....	<b>33</b>
<i>Sample Lease Addendum (For Units Built Prior to 1978)</i> .....	41

## **INTRODUCTION**

This booklet was written to help tenants and landlords understand their rights and responsibilities within the City of Alexandria, Virginia. The Virginia Residential Landlord and Tenant Act, which went into effect on July 1, 1974, outlines the rights and responsibilities of tenants and landlords. Since 1974, there has been several amendments to the law made by the Virginia General Assembly. Also in 1974, the Virginia Condominium Act went into effect which regulates condominium conversions. Other condominium and cooperative conversion legislation has been enacted since 1974.

The City of Alexandria has also adopted measures affecting landlord/tenant relations. In the City Code, the Statewide Building Maintenance Code defines standards for housing maintenance which are enforced by Code Enforcement Inspectors. A Residential Rental Permit Program established by the City requires mandatory annual inspections of rental properties by the City and sanctions against owners who do not correct housing code violations. Voluntary Rent Increase Guidelines have been used by the City since 1973 to suggest maximum annual rent increase levels for rental properties in Alexandria. The City, since 1980, has also established a Housing Conversion Assistance Policy to aid tenants affected by conversions or rehabilitations of rental properties.

This booklet will explain all of these laws and programs, along with other information, in simple terms so that tenants and landlords may work together with a better understanding of their mutual rights and obligations to achieve better housing conditions in Alexandria.

## **THE VIRGINIA RESIDENTIAL LANDLORD TENANT ACT**

The Virginia Residential Landlord and Tenant Act (VRLTA) established a single body of law which supersedes local, county or municipal ordinances concerning tenant-landlord relations and the leasing of residential property.

### **Exemptions from the VRLTA**

There are some important exemptions from the Act. The Act does not apply to:

1. A landlord who owns no more than four single family homes or owners who own four or fewer condominium units;
2. Occupancy in school dormitories, hospitals or seminaries;
3. Occupancy in a hotel, motel, vacation cottage, boarding house or similar transient lodging, unless rented continuously to the same person for more than 30 days;
4. Occupancy by an employee whose right to residency is conditioned on employment by the landlord;
5. Occupancy in a structure used primarily for business or agricultural purposes;
6. Occupancy by a tenant who pays no rent; and
7. Occupancy in a public housing unit subject to regulations by the U.S. Department of Housing and Urban Development.
8. Occupancy under a contract of sale of a dwelling unit or the property of which it is part, if the occupant is the purchaser or a person who succeeds to his interest.
9. Occupancy by a member of a fraternal or social organization in the portion of a structure operated for the benefit of the organization.
10. Apartments in all multi-family apartment buildings are now covered by the VRLTA.

However, units exempted from the Act can be covered by the Act by including a clause in the lease agreement.

### **Security Deposits**

Not more than two month's rent may be required by a landlord as a security deposit. A security deposit may only be applied by the landlord to payment of overdue rent or charges, and the amount of damages, less reasonable wear and tear, inflicted on the dwelling by the tenant. A security deposit is considered an application fee until the start of the tenancy. A tenant may offer and a landlord may accept prepaid rent. If a landlord receives prepaid rent, it shall be placed in an escrow account, and be removed when it is due.

When a tenant vacates a unit, the tenant may be present to inspect the apartment with the landlord if the tenant makes a written request. The landlord must then notify the tenant of the time the inspection will occur, which must be during working hours within three days of the date the apartment is vacated. When a property is transferred, the new owner is responsible for the security deposits of existing tenants.

The landlord must return the deposit plus interest, along with an itemized written list of deductions, within 45 days after the tenant vacates. If the landlord willfully fails to comply with the law, the security deposit, interest, actual damages and attorney's fees must be refunded in full to the tenant.

If the services of a third party contractor are needed, the landlord may give written notice to the tenant advising the tenant of that fact, and the landlord will have an additional 15 days to refund the tenant's deposit. Tenants or their representatives must be allowed to inspect deduction records at the landlord's office during normal business hours.

Interest must be paid on security deposits held since July 1, 1974. A deposit must be held for a period of time exceeding 13 months to be eligible for interest. VRLTA requires only that simple interest be paid. Interest is calculated by accruing interest from the beginning of the occupancy one percent below the Federal Reserve Board's Discount Rate computed at the rate as of January 1<sup>st</sup> of each year beginning with January 1, 1995.

The following chart indicates the rates of interest on deposits for long term or month to month leases:

<b>Security Deposit Interest Rates</b>	
<b>Year</b>	<b>Rate</b>
1/75 - 12/31/79	3%
1/80 - 12/31/81	4%
1/82 - 12/31/84	4.5%
1/85 - 12/31/94	5.0%
1/95 - 12/31/95	4.75%
1/96 - 12/31/96	5.25%
1/97 - 12/31/98	5%
1/99 - 06/30/99	4.5%
7/99 - 12/31/99	3.5%
1/00 - 12/31/00	4.0%
1/01 - 12/31/01	5.0%
1/02 - 12/31/02	0.25%
1/03 - 12/31/03	0%
1/04 - 12/31/04	1%
1/05 - 12/31/05	2.25%
1/06 - 12/31/06	4.25%
1/07 - 12/31/07	5.25%

### **Application Fees**

Some landlords charge new tenants application fees. These can be nominal fees for processing applications, credit checks or other purposes. If the fee is greater than thirty two dollars and the

tenant does not rent the unit, the landlord must refund all money above the actual expenses for application processing and loss of rental income suffered due to cancellation. This money, and an itemized list of any charges and/or deductions from the application fee, must be returned to the tenant within twenty days after the tenant cancels. If the owner rejects the applicant and if the application fee has been paid by cash, certified check or postal money order, the application fee, less deductions, should be returned within ten days after the tenant is notified of the rejection. If this procedure is not followed, then the tenant may sue to recover any part of the fee wrongfully withheld as well as attorney's fees. Security Deposits are considered application fees until the start of the tenancy.

### **LEASES**

A lease is a written rental agreement. Before signing a lease, it is important to read and be familiar with all of the terms, rules and regulations that must be followed by the tenant and the landlord. Careful study of a lease agreement will help prevent misunderstandings. Any changes to a written lease must be in writing and must be initialed by both parties. A tenant and landlord must be at least 18 years of age for a written lease to be legally binding. A copy of the signed lease must be given by the owner to the tenant within 30 days of the effective date of the lease.

Lease applications or other application procedures must inquire if a smoke detector for hearing impaired persons is needed. If such a detector is required by the tenant, a deposit equal to the value of the detector can be charged.

### **Unsigned/Undelivered Leases**

When a written lease is signed by only one party (landlord or tenant), acceptance of the rent payment by the landlord gives the lease the same effect as if it had been signed by both parties. The same is true if the lease has been signed but has been given to either party. If a

tenant did not receive a copy of the lease, one should be requested in writing.

### **Oral Agreements**

It is always best to have lease agreements in writing. An oral agreement to rent is legally if the landlord has accepted either rent or occupancy of the dwelling by the tenant. However, an oral agreement to provide a service is not part of the rental agreement and cannot be easily enforced, unless it is put in writing and signed by both parties. For example, if a landlord tells a tenant that a unit will be painted every three years, that promise must be put in writing to become part of the rental agreement.

### **Illegal Conditions in Leases**

The following provisions are not enforceable in leases or rental agreements entered into on or after July 1, 1974.

1. Waiver of the protection provided under the law.
2. Payment of the landlord's attorney's fees by the tenant (this may be done only by a court order) unless it is a redemption of tenancy (see Evictions section on page 17).
3. Authorization of a confession of judgment for rent due from the tenant or any other claim arising out of the lease.
4. Waiver of the landlord's liability for damages resulting from the landlord's failure to repair or maintain premises.

### **Rules and Regulations**

Most landlords have rental rules to regulate the manner in which their buildings are operated. Rental rules generally are not a matter of state or local law, but instead they serve as guidelines established by the landlord, which may be legally binding. No rules or regulations should violate local, state or federal laws. Most leases specify the landlord's rules and regulations. Rules and regulations should always be carefully

read and discussed by both parties.

Rules and regulations are only legally enforceable if:

1. Their purpose is to promote the tenant's convenience and safety, or to preserve the landlord's property from abuse or to make a fair distribution of services and facilities;
2. They are reasonably related to the purpose for which they were adopted;
3. They apply equally to all tenants;
4. They are written clearly enough to understand what one must do or not do;
5. They do not allow a landlord to avoid obligations to the tenants; and
6. The tenant was informed of the rule when the lease was signed or when the rule was adopted. A rule or regulation established without the tenant's written consent while the lease is in effect is legally enforceable if:
  - a. Reasonable notice of its establishment was given; and
  - b. It is not a substantial modification of the lease.

### **Subleasing and Assignment**

Assigning a lease is the act of completely transferring all responsibilities and rights of a lease to another party. The original tenant is no longer responsible for the rent, even if the new tenant defaults on rent payments. Also, the original tenant may not reoccupy the unit under the same lease once the assignment is made. An owner's permission, either through the lease or otherwise, must be given to assign a lease.

Subleasing allows one tenant to lease his or her apartment to another person. The original tenant continues to have final responsibility for rent and in many cases the original tenant may ask the sublessee to vacate when he or she wishes to

occupy the apartment. Subleasing is usually an arrangement made for a specific amount of time (e.g., summer vacation, a lengthy trip, etc.).

Many leases prohibit subleasing or assignments. Some require that the landlord approve any assignee or sublessee before the arrangement may become final.

### **Roommates**

If two or more unrelated persons rent a unit, each roommate should have his/her name on the lease. This procedure allows each roommate to be legally recognized as a tenant. Each roommate is individually responsible to live up to the terms of the lease. When roommates vacate, they should give an individual written notice and their name should be removed from the lease.

### **Early Termination of the Rental Agreement by Military Personnel**

Any member of the armed forces of the United States who:

1. Has received permanent change of station orders to a place located in a radius thirty five miles or more from the location of the dwelling unit; or
2. Has received temporary duty orders in excess of three months pursuant to a permanent change of duty; or
3. Is prematurely and involuntarily discharged or relieved from active duty, may terminate their rental agreement by giving the landlord written notice of termination to be effective at least thirty days after the landlord receives the notice. The notice must be accompanied by any liquidated damages due according to the formula listed below and by a copy of the official orders. The date of vacating from the unit must be no more than 60 days from the date of departure necessary to comply with the official transfer orders.

These provisions apply to all rental units including those exempt from the VRLTA.

### **Liquidated Damages Formula for Military Personnel**

The landlord may not charge any liquidated damages.

The exemption provided for a landlord who owns no more than four single family homes or owners who own four or fewer condominium units shall not apply to this section.

### **Other Requirements When Leases Are Signed**

Under Virginia law, either before or at the time a lease is signed, the landlord must notify the tenant in writing of the following:

1. The name and address of the manager of the dwelling; and
2. The name and address of the owner or the owner's agent who can receive notices or complaints.

In addition, under Virginia law the landlord must give the tenant an itemized list of damages to the dwelling unit within five days after moving in. If the tenant disagrees with the list, the landlord should be asked to examine the damages by walking through the unit with the tenant. However, in order for the objections to the list to be considered, the tenant must notify the owner in writing within five days after receipt of the list.

### **Confidentiality of Tenant Records**

Under Virginia law, a landlord cannot release financial information about a tenant to a third party, other than the amount of the tenant's rent. A contract purchaser may inspect information pertaining to tenants without the tenant's consent.

Landlords may also release information in an emergency and when requested by a local, state or Federal law enforcement official in the performance of his duties. These protections do not apply where the tenant is in default of the

rental agreement.

### **If the Property is Sold**

A new owner of a rental unit must honor any lease existing at the time of the sale of the property. The new landlord is responsible for all money or property owed to the tenant. If a building is sold, under Virginia law the name, address and phone number of the new owner must be provided to the tenant. When ownership of a building is transferred, security deposits must be transferred to the new owner.

### **Renewing a Lease**

Many leases contain a clause which provides for automatic renewal of the lease when it expires unless written notice of termination is given. If this occurs, the old terms of the lease would govern the tenancy unless the landlord gives notification of a change.

If the lease was for one year, and the tenant remains after the year is over, either a new lease can be entered into or the tenancy becomes a month-to-month tenancy.

## **ZONING REGULATIONS**

The City of Alexandria has in effect a number of zoning ordinances of interest to landlords and tenants.

### **Single Family Houses Subdivisions**

Subdivision of single-family houses into apartments is prohibited in Alexandria.

### **Tenants**

An owner of a single-family house may rent rooms to up to two persons in their house. If an owner rents to three or more persons, the home would be considered a rooming house and must be in the proper zone and must receive a special use permit from City Council.

An owner of a single-family house may rent the house to a group of unrelated tenants that is no larger than four or two unrelated adults plus

their children. If the owner wishes to rent to a larger group, a special use permit must be obtained from the City.

## **MAINTENANCE**

There are three separate sources of law which define the obligations of tenants and landlords in regard to maintenance questions. These three sources of law are the Virginia Residential Landlord/Tenant Act, the Virginia Building Maintenance Code, and the lease itself.

### **Tenant Obligations**

Under state and local law the tenant must:

1. Comply with all local, state, housing and fire code regulations which impose an obligation on the tenant;
2. Keep all occupied spaces 'as clean and safe' as possible;
3. Remove garbage from the apartment and place it in receptacles provided by the owner;
4. Use in a 'responsible manner' all electrical, plumbing, sanitary, heating, ventilating, air conditioning and other facilities and utilities;
5. Not engage in deliberate or negligent damage to the unit;
6. Conduct himself in a manner that will not disturb the neighbors of the tenants;
7. Comply with the rules of the lease properly issued by the owner; and
8. Allow the landlord to enter the unit to make necessary or agreed upon repairs if the landlord gives adequate notice to the tenant. Adequate notice is not needed if repair is by court order, or is a hazardous condition which the tenant has failed to correct within 14 days of notification.

### **Landlord Obligations**

Under state and local law the landlord must:

1. Comply with all local and state building, housing and fire code regulations affecting the health and safety of tenants which impose an obligation on the landlord;
2. Repair the premises as necessary to keep it livable;
3. Keep common areas safe and clean;
4. Maintain all electrical, plumbing, heating, ventilating, air conditioning, elevator and other systems and appliances;
5. Provide and maintain garbage collection services;
6. Provide 'reasonable amounts' of hot water and heat (65° day and 60° night), and air conditioning during the season if equipment is provided;
7. Provide a kitchen sink with hot and cold water;
8. Provide an indoor bathroom with a sink, toilet and tub or shower with hot and cold water;
9. Maintain floors, walls, stairs and ceilings that are in good condition;
10. Provide a roof that does not leak;
11. Provide doors and windows that fit tightly and which are in good condition;
12. Provide screens for every window or door which opens to the outside, and basement or ground floor windows;
13. Provide locks on doors (including patio doors) to the outside and peepholes and chain locks on front doors;
14. Provide at least one smoke detector within the unit, preferably near bedroom; and
15. Provide a stove and refrigerator in good working order.

### **How Tenants Can Get Repairs Made By Landlords**

Most maintenance problems should be resolved between landlord and tenant through communication without the need to go to court. For tenants who have a maintenance problem, these are the procedures that should be used:

1. Send a letter to the landlord describing the maintenance problem and ask that it be fixed. The letter should be sent certified mail, return receipt requested so that there is proof that the owner received the letter.
2. If the owner does not fix the problem within a reasonable period of time, the tenant should contact these two agencies:
  - a. Office of Landlord-Tenant Relations, 703-838-4545
  - b. Code Enforcement Division  
Fire Department 703-838-4360

The Landlord/Tenant Office will contact the owner and encourage him to make the repair. This office keeps a running list of maintenance complaints and other complaints by complex.

The Code Enforcement Office has inspectors who will visit a rental unit and, if a code violation exists, will order the owner to make a repair. The owner will be ordered to make the repair within a certain number of days. If the repair is not made as ordered, the City can take the owner to court.

### **Court Action**

If none of these actions help, or if the tenant chooses not to use them, the law allows the tenant to request assistance from the court in requiring the landlord to make necessary repairs. There are several types of suits. Before filing suit, a tenant should talk to a lawyer to be certain that the necessary steps have been taken to seek legal relief. Low-income individuals can contact the Legal Services Office, 703-684-

5566, and others who wish assistance can contact the Lawyer Referral Service, 703-548-1105.

### **Rent Escrow**

1. For a rent escrow suit, a tenant must:
  - a. show the court that there is a serious threat to health or safety to the tenants, or that there has been a 'material noncompliance' with the lease, or violations of law;
  - b. show the court that prior to the lawsuit, the landlord was notified of the condition by certified letter or by a violation notice from a public agency;
  - c. show the court that the landlord has had a reasonable opportunity to fix the problem. The court decides what is 'reasonable' but thirty days before the court hearing is generally presumed to be reasonable; and
  - d. show that the tenant has paid the rent into court within five days of the date due under the lease.

### **Filing the Suit**

The rent escrow suit is started by filing a tenant's assertion in the Alexandria General District Court, 520 King Street, on the second floor of the Courthouse. Forms are available from the Court Clerk's Office. A hearing will be scheduled. The tenant should bring proof of the existence and continuation of the problem and should present documents to show that the landlord was properly notified, and the rent paid on time into court. Photographs of serious visible problems, notices from Code Enforcement, and witnesses to describe the seriousness of the problems are helpful to clearly inform the judge.

Under the law, the landlord will have a good defense if he can establish that the condition does not exist, has been fixed by the time of the

hearing, was caused by the tenant rather than the landlord or exists because the tenant will not permit the landlord to enter.

If the court decides to rebate rent to the tenant, the amount is within the court's discretion. The court may also terminate the lease, continue the rent escrow until repairs are made, pay the contractor to make repairs, refer the case to a mediator or a public agency while continuing the rent escrow, as well as other remedies. Tenants can possibly sue for damages, for attorney's fees and abatement of rent.

### **Landlord Remedies**

If a tenant has a maintenance violation which they are responsible to correct, or if the tenant's conduct causes a lease violation, the owner can:

Order the tenant in writing to correct the problem within 21 days and order a notice to vacate within 30 days if repairs have not been made, or the lease violation has not been corrected. If the violation is nonremediable, or if a prior notice had been served for the same violation, a 30 day notice may be issued; and

Deduct the amount of repair damages from the security deposit after giving the tenant 14 days to repair the damage. If a deduction is made, it must be reported to the tenant at least 15 days after the repair is made. When a breach of the tenant's obligations involves or constitutes a willful or criminal act, which is not remediable and which poses a threat to health or safety, the landlord may terminate the rental agreement immediately and proceed to court to obtain possession of the rental unit. In these urgent circumstances, the first court hearing will be held within 15 calendar days from the date the tenant was notified of the termination of the tenancy.

### **Lead Based Paint Disclosure Rule**

The Federal Residential Lead Based Paint Hazard Reduction Act of 1992 and pursuant regulations promulgated by the U.S. Department of Housing and Urban Development (HUD) and the U.S. Environmental Protection Agency

(EPA) require disclosure of information on lead-based paint and lead-based paint hazards before the sale or rental of housing built before 1978. Owners of such residential property or their agents must provide an EPA-approved lead hazard information pamphlet to buyers or tenants, and must include a lead disclosure statement in all rental contracts. All information regarding lead-based paint must be provided to tenants. If the landlord has no knowledge of lead-based paint or hazards, that information must be provided to the tenant.

This rule applies to the sale or lease of housing built prior to 1978. Exemptions include housing for elderly or disabled persons (unless children under the age of six will be expected to occupy the unit), zero bedroom dwellings (e.g., efficiencies or single rooms), renewal of leases already in compliance and short term leases of 100 days or less where no extension can occur.

### **Retaliatory Action**

A landlord may not retaliate against tenants by increasing the rent, decreasing services, threatening to evict the tenant or terminating the rental agreement because a tenant has:

1. Complained to a government agency about a problem at the apartment or house;
2. Made a complaint to or filed a suit against the landlord; or
3. Organized or became a member of a tenant organization.

### **FAIR HOUSING**

Local, State and Federal laws, prohibit discrimination in housing in Alexandria.

#### **Local Fair Housing Laws**

The Human Rights Ordinance of the City of Alexandria prohibits discrimination in housing due to race, color, sex, religion, ancestry, national origin, familial status, marital status, sexual preference, age or disability. It is

unlawful in Alexandria for anyone to engage in housing discrimination with the previously mentioned groups in such a way as to:

1. Refuse to sell or rent housing after the making of a bona fide offer or refuse to negotiate a sale or rental;
2. Discriminate against any person in the terms, conditions or privileges of sale or rental of housing or in the provision of services;
3. Make, print or publish notices, statements or advertisements with respect to the sale or rental of housing that discriminate;
4. Indicate to any person on a discriminatory basis that any housing is not available for inspection, sale or rental when such housing is available;
5. Induce or attempt to induce for profit any person to sell or not to sell or to rent or not to rent any housing regarding the entry or prospective entry into a neighborhood of persons in a previously mentioned group;
6. Make an oral inquiry or to use a written inquiry application of photo, except in connection with an affirmative action plan, that elicits or attempts to elicit information concerning race, color, religion, ancestry, national origin, sexual preference, or disability.

The local Human Rights Ordinance in Alexandria also prohibits discrimination by lenders regarding loans for housing. Real estate brokers are prohibited from engaging in discriminatory practices as well.

Restrictive covenants in leases, deeds, mortgages or other leasing contracts are prohibited.

Exempted from the local ordinance are single family houses owned by an owner of only three or fewer homes. Rooms in houses or buildings where the owner resides and no more than a total of four families reside, are also exempt.

If you have been subjected to housing discrimination under this ordinance, a complaint can be filed with the Human Rights Commission of the City of Alexandria, 110 N. Royal St., #201, 703-838-6390. This office will conduct an investigation into your complaint. If the complaint is valid, then the Human Rights office may take the appropriate action on your behalf.

### **Virginia State Law**

The Virginia Fair Housing Law declares that it is state policy to provide fair housing throughout the Commonwealth. Several kinds of discriminatory acts regarding housing are prohibited if the discrimination is based on race, religion, color, national origin or sex, familial status, elderliness or disability.

For example:

1. Refusal to sell or rent or otherwise deal with any person;
2. Discrimination in the condition or terms of sales, rental or provision of services or facilities;
3. Falsely denying housing is available;
4. Discriminatory advertising;
5. Blockbusting - causing someone to sell or rent by telling them that members of a minority group are moving into the area;
6. Discrimination in financing housing by a bank, savings and loan association or other business, and
7. Denial of membership or participation in brokerage, multiple listing or real estate services.

Discrimination complaints under the state law can be filed with the Virginia Real Estate Commission, 3600 Broad Street, Richmond, Virginia 23219, 804-367-8530. The Commission will investigate and if it finds a complaint justified, it will attempt to end the

discrimination by conciliation or legal action. If mediation fails, the commission has the power to vote to revoke, suspend or fail to renew real estate licenses.

### **Federal Law**

In 1968, Congress declared fair housing to be a national policy throughout the United States. Congress has enacted two federal laws that enforce this policy.

### **The Fair Housing Act**

The fair housing section of the Civil Rights Act prohibits discriminatory housing practices. Except for a few very limited exemptions, all residential housing is covered. The Act makes it unlawful for persons, on the basis of race, color, sex, religion, national origin, familial status or handicap to:

1. Refuse to sell or rent or to negotiate for the sale or rental of a house or apartment or otherwise make housing unavailable.
2. Discriminate in the terms or conditions for buying or renting a house or apartment.
3. Make, print, publish or post statements or advertisements that a house or apartment is available only to persons of a certain race, color, sex, religion, national origin, familial status or handicap.
4. Represent a house or apartment as unavailable when, in fact, it is available.
5. Persuade or attempt to persuade people, for profit, to sell or rent their houses or apartments by representing that minority groups are moving into the area. This conduct is commonly known as "blockbusting."
6. Deny or make different terms for home loans by commercial lenders such as banks, savings and loan associations or insurance companies.
7. Deny anyone the use of real estate services,

such as a broker or multiple listing service.

- ☞ Coerce, intimidate, threaten or interfere with anyone exercising or encouraging others to exercise rights granted under the act.

### **The Fair Housing Amendments Act of 1988**

The Fair Housing Amendments Act of 1988 took effect on March 12, 1989, outlawing familial status and handicap housing discrimination.

*Familial status* is defined as a family which includes a minor under the age of eighteen (18) domiciled with: (a) a parent; (b) other person with legal custody; or (c) the designee of such parent or other person having legal custody. This familial status protection also includes a woman who is pregnant or a person in the process of obtaining custody of a child. Custody may include an adoption, legal guardianship or custody arising out of a domestic relations matter.

There are very limited exemptions under the familial status protection for “housing for older person.” This exemption generally applies to persons fifty-five or older and, in some instances, to persons sixty-two or older and have fairly specific requirements.

*Handicap* is defined as a physical or mental impairment which substantially limits one or more “major life activities.” This protection applies to the homeseeker, the persons residing with a homeseeker (for example, the spouse) and any person “associated” with the handicapped homeseeker.

### **Reasonable Modification and Accommodation Requirements**

The Federal Fair Housing Amendments Act permits a handicapped tenant to make “reasonable modifications” to both the inside of the apartment unit and to the common/public use areas of the building to afford that tenant full use and enjoyment of the premises. The tenant bears the cost of any modifications that are made to existing buildings. Handicapped tenants are also

permitted to request “reasonable accommodations” of apartment management policies, practices and procedures.

### **Exemptions**

Generally the Act does not apply to:

1. Single family homes sold or rented by the owner without the assistance of a real estate service.
2. Small apartment buildings containing no more than four units, if the owner resides in one of the units.
3. Religious organizations limiting the sale, rental or occupancy of dwellings it owns or operates to members of the same religion.
4. Private clubs closed to the public which provide lodging for its own members. The law permits a preference in this instance.

### **Civil Rights Act of 1866**

The Civil Rights Act of 1866, the Congressional enabling legislation of the thirteenth Amendment, bars all the “badges and incidents of slavery.” This law, passed soon after the Civil War, was resurrected by the Supreme Court in the famous case of *Jones v. Alfred H. Mayer Company*. This law prohibits all racial discrimination in the purchase, sale or rental of real and personal property. In 1988, the United States Supreme Court held that this law’s protection may apply to certain ethnic and religious groups.

The 1968 Fair Housing Act and 1866 Civil Rights Act can be invoked by filing a lawsuit in federal court.

### **Legal and Administrative Action**

*U.S. Department of Housing and Urban Development (HUD)*

The 1968 Federal Fair Housing Act is administered by HUD. A written complaint alleging the violation of law must be sent to the

Secretary of HUD in Washington which will initiate an investigation. The complaint must be filed with HUD within one year of the alleged discriminatory act.

HUD does not have similar authority to enforce the 1866 Civil Rights Act.

To file a complaint with HUD call 1-800-669-9777/TDD 1-800-927-9275. Complaints may also be filed with the Alexandria Human Rights Commission as noted on page 12.

## **RENT PAYMENTS AND INCREASES**

Tenants are obligated to pay rent once a month at the beginning of the month unless another time period is agreed to by the owner and the tenant.

Rent increases may occur, unless a written lease is in effect, by the owner giving the tenant a thirty day notice of the increase. Generally in Alexandria, rent increases occur only once a year.

Since 1973, the City of Alexandria has instituted voluntary rent increase guidelines.

## **VOLUNTARY RENT GUIDELINES**

Since 1973, the City of Alexandria has had voluntary rent increase guidelines to suggest yearly maximum rent increase levels for landlords and tenants. Compliance with these voluntary guidelines has been very high, and most landlords follow the guidelines.

The Landlord/Tenant Relations Board reviews the guidelines every six months and forwards recommendations to the City Council for approval at least annually.

At present these guidelines are as follows:

If a **tenant** pays utilities: an annual increase of no more than 5.5%; if the **owner** pays utilities: an annual increase of no more than 7.5%.

A feature of the guidelines added in April of 1982 addresses the problem of utility bills being transferred to the tenants through the installation of individual meters. The guidelines now state:

"That when a landlord connects utilities to a submetered or individual-metered system, the amount of monthly rent plus annualized utility costs shall remain within these guidelines."

If you live in a rental unit that has been given an increase higher than the established guidelines, you may contact the Landlord/Tenant Relations Office. An investigation will be conducted by the Landlord/Tenant staff who may recommend that the Landlord-Tenant Relations Board reviews the increase to determine if the landlord has any justification requiring the need for an increase exceeding the City's guidelines. The Board, according to the Council resolution, will recognize and take into account any unusual costs, improvements to the property and extraordinary increases (more than 50%) in assessments.

## **ACCESS**

Landlords have the right to enter dwelling units in order to:

1. Inspect the premises;
2. Make necessary or agreed-upon repairs;
3. Make decorations;
4. Make alterations or improvements;
5. Supply necessary or agreed-upon services;
6. Exhibit the unit to prospective or actual purchasers, mortgagees, tenants, workmen or contractors.

The landlord must give the tenant reasonable notice of intent to enter a unit and may enter only at reasonable times. Unless it is impractical to do so, a landlord must give a tenant at least 24-hours notice of routine maintenance not requested by the tenant. Landlords must not abuse the right of access or use the right of access to harass tenants. Tenants may not unreasonably withhold access from the landlord. In the case of an emergency, the landlord may enter an apartment without notification.

A landlord must give a tenant at least a 48-hour notice before applying pesticides in a unit or in common areas unless the tenant agrees to a shorter notice. The landlord must post notice of all pesticide applications in conspicuous places at least 48 hours prior to the pesticide application.

## **TERMINATION OF TENANCY**

### **30 Day Notice**

Month-to-month leases may be terminated by either party giving written notice thirty days prior to the date the rent is due. If your rent is due on the first of the month, written notice must be received by the landlord thirty days prior to the first day of the month. Otherwise, you may be held liable for another entire month's rent. Should you fail to pay, the landlord may take you to court for non-payment of rent. No reason need be stated by either side when a month-to-month lease is terminated. If you suspect that you are being asked to leave because you have complained to a City agency, the eviction may be illegal. Retaliatory evictions are in violation of the Virginia Residential Landlord and Tenant Act.

### **21-30 Day Notice**

A tenant may terminate a lease by notifying the landlord of noncompliance with the rental agreement. The violation must be "material", that is, it must substantially affect the tenant's health and safety. The first step in this procedure is a written notice to the landlord advising him/her of the violation. The tenant must give the landlord 21 days in which to remedy the breach and the notice must allow at least 30 days before termination of the lease. If the violation is nonremediable, or if previous notices had been given for the same violation, a 30 day notice to vacate may be given. The tenant may sue the landlord for damages and reasonable attorney's fees. Before starting such a suit, it would be advisable for the tenant to contact an attorney. Landlords may also use this procedure with tenants.

## **Eviction**

Landlords may evict tenants by several methods depending on the cause for the eviction. All legal evictions involve a Court Hearing and an eviction order signed by a Judge of the General District Court. The Sheriff's Office supervises all legal evictions and a notice stating the date of the eviction will be delivered or posted on the door at least 72 hours before the eviction.

If you are being threatened by a lock-out or by an eviction carried out without the supervision of the Sheriff's Office, you may take the following steps: If the eviction is threatened on a weekend or holiday, stay close to home to make sure you are not locked out or that your possessions are not put out on the street without your knowledge. If your landlord attempts to carry out an illegal eviction, call the police. They may assist you by explaining the legal procedures for evictions to your landlord. If the illegal eviction occurs during the week, you may call the Landlord/Tenant Relations Office. If you qualify for Legal Aid, you may call a staff attorney for assistance. Injunctive relief can be sought through the courts in order to stop the eviction. You may sue for damages if you are evicted illegally.

### **Suit for Eviction for Non-payment of Rent - 5 Day Notice**

The most common cause of evictions is non-payment of rent. Most rents are due and payable on the first of each month in the State of Virginia. Landlords vary greatly in their acceptance of late rent. Some landlords allow a five-day grace period, others allow a ten-day period, and others allow one day. Read your lease carefully to determine what grace period your landlord allows.

The first step in an eviction for non-payment of rent is delivery of a Five-Day Pay or Quit Notice. This notice states that the tenant owes the landlord a specified amount of rent and that unless the rent is paid within five days, legal proceedings will follow and the lease will be terminated. The landlord may sue for the entire amount due without crediting the security

deposit. Delivery must be by hand either by the Sheriff or an individual who certifies personal service of the notice in accordance with the law. Proof of receipt by the tenant is not necessary, but a certificate of service must be prepared by the sender. If a tenant has bounced a rent check, the landlord can demand payment within 5 days by cash, cashier's check or certified check.

If the rent is not paid within the five-day period, the landlord may go to the Clerk of the General District Court and file a suit for unlawful detainer. A landlord may accept rent owed and still seek possession of the unit, if a written notice of acceptance with reservation is given to the tenant within five days of receipt of the rental payment. A hearing date will be set up for 2-3 weeks later and notice will be delivered to the tenant by the Sheriff's Office. The owner must also send a notice of the hearing to the tenant if the owner desires a default judgment. The hearing might be scheduled several weeks in advance depending on the caseload at the time.

A "redemption" of tenancy is allowed only once every 12 months. A tenant can pay back rent, charges and reasonable legal fees prior to the court date and the landlord is required to cancel the eviction.

At the hearing both sides will have the chance to present their case to the judge. The judge may award the landlord possession of the apartment (through a Writ of Possession) and monetary amount for damages or unpaid rent (Judgment) or reject the complaint. Attorney's fees may also be included in the award. Before going to court, it is advisable to contact staff of the Landlord-Tenant Division and an attorney in order to be certain that all paperwork is in order.

If possession is granted, the judge will allow a ten-day appeal period after which the tenant should vacate the apartment. In the case of non-payment of rent, if the tenant is not present at the hearing and default judgment is entered for the landlord, there is no appeal period. If the tenant is still in the apartment at the end of the allotted time, the landlord may go back to court and have an Eviction Order signed by the judge.

This Order goes to the Sheriff, who sets up an eviction date. Notice of the date is delivered to the tenant by hand or by posting by the Sheriff's Office at least 72 hours prior to the eviction.

If the tenant has not vacated the premises by the scheduled time, the Deputy Sheriff will supervise the eviction and the tenant's belongings will be set out on the public right of way. After 24 hours, the landlord must remove any remaining property from the public right of way. At the landlord's option, he may also choose to store the tenant's property for 24 hours, but the landlord must allow the tenant reasonable access so that he may remove the property.

The City's Office of Community Services, (703) 838-0901, operates an Eviction Education and Furniture Storage Program to store goods of low-income tenants.

Many tenants do not pay much attention to eviction notices until the eviction date is close. It is best to give the matter serious attention early. If the problem is handled early, the landlord may agree to let the tenant stay and work out a payment plan or it may be possible to find another place to live. The only way the eviction can be stopped once it is scheduled is for the landlord to stop it. If the tenant waits until the last minute to contact anyone, the landlord may be unavailable or unwilling to negotiate. Many tenants ignore court summonses. It is best to pay serious attention to all paperwork issued on the eviction and to attend the court hearing.

Many tenants are evicted because they have not paid their late fees. If you are in doubt as to the total cost involved, it is best to call the landlord directly or, if you are hesitant, contact the Landlord/Tenant Relations Office and staff will contact management for you.

### **Suit for Eviction for Breach of Lease**

If the tenant is living in violation of his/her lease agreement, the landlord may serve a warning letter giving the tenant 21 days to remedy the breach. If the tenant fails to remedy the breach

within the 21-day period, the notice serves as a 30-day notice to terminate the lease. If the violation is non-remediable, or if previous notices had been given for the same violation, a 30-day notice to vacate may be given. If the eviction is based on criminal misconduct or actions which threaten the health or safety of another tenant, no notice need be given and the landlord may proceed to court. Effective July 1995, expedited court hearings can occur for such evictions. Tenants can be evicted immediately and prosecuted if they allow persons in possession of illegal drugs to frequent their apartment. The violations, as in the case of tenant-initiated termination, must be substantial, not minor infractions. If in doubt, please call Landlord/ Tenant staff or your attorney. If the tenant has not vacated the unit at the end of the 30-day period and the violation has not been remedied, the landlord may sue for unlawful detainer in the General District Court. The procedure is much the same as described above.

#### **Eviction for Criminal Conduct or Dangerous Condition**

If a tenant's breach involves or constitutes a criminal or willful act which cannot be remedied and which poses a threat to health or safety, the landlord may terminate the agreement immediately and sue for possession. A landlord can obtain a hearing within 15 days or less after thirty days notice of the condition.

#### **Eviction for Change of Use of a Rental Building**

If a rental unit is to be converted to a condominium, cooperative, commercial use, hotel, motel or planned unit development, state law requires a 120-day Notice to Vacate. If a rental unit is to be demolished, or to be substantially rehabilitated, state law also requires a 120-day Notice to Vacate. As of July 1, 2007, a 120-day notice given under these circumstances terminate any existing lease, regardless of the original date of expiration of that lease term.

#### **Late Fees and Court Costs**

If rent is paid late, an owner may assess a reasonable late fee. The late fee charge should be specified in the lease. If a late fee is unreasonable, contact the Landlord-Tenant Division. However, under Virginia law, there is no statutory limitation on the amount of a late fee.

Court costs should only be charged to the tenant if they are so ordered by the court.

## CONDOMINIUM AND COOPERATIVE CONVERSIONS

The Virginia General Assembly in 1974 enacted a comprehensive condominium law which has been amended several times since 1974. In 1982, the General Assembly enacted a comprehensive cooperative law which is very similar to the condominium law.

### Notice of Conversion

These laws provide that a 120-day notice must be given of a developer's intent to convert a rental complex to a condominium or cooperative. This notice can serve as a notice to vacate. However, if the developer allows a tenant to remain beyond 120 days, another 30-day notice to vacate must be given if needed.

During the first sixty days of this 120-day period, the tenant has the exclusive right to contract for purchase of the unit-provided that there will be no substantial change in the overall physical layout of the unit. A 45-day notice must be given for renovations. These renovations must not be so extensive during the 120-day period as to evict the tenant. Renovations cannot be made during this period unless the tenant is absent from the unit or has given written permission.

There is a state requirement that the developer must put certain information into the 120-day notice which includes:

1. The price of each unit;
2. The estimated amount of condominium fees for each unit.

The 120-day notice must be hand-delivered or sent by certified mail.

### Public Offering Statement

The Condominium and Cooperative Acts require adequate public disclosure to enable consumers to become more informed about the nature of the condominium or cooperative conversion. This

Public Offering Statement must be filed and approved by the Virginia Real Estate Commission prior to the actual sale of units. An Alexandria ordinance also requires that the public offering statement be filed simultaneously with the City Clerk of Alexandria in City Hall.

The Public Offering Statement must include the following items:

1. Copies of the condominium or cooperative declaration;
2. Copies of by-laws;
3. A description of how, and for what period the developer will manage and control the affairs of the condominium;
4. The initial year's projected operating budget, including assessments to be levied against each unit and the amount of any capital reserves;
5. The content of any management or leased facilities contracts to which the developer has committed the condominium or cooperative and the nature of any relationship which the developer has with the contracting firm;
6. All warranties provided on the units;
7. The terms and cost of any financing being offered;
8. A statement of the developer's obligation to complete improvements to the common elements which are planned and not yet completed;
9. A record of actual maintenance and repair costs for the building for the past three years and a comparison of these costs to the proposed budget of the condominium or cooperative;
10. Notice of any special or initial condominium or cooperative fees due prior to settlement;

11. Disclosure of budgeted reserves for capital expenditures, if any exist;
12. A report detailing the age, present condition, date of prior repairs and estimated replacement costs of all major structural compartments and utility systems in the building. In addition to these disclosures, the Code Enforcement Division of the Fire Department, City of Alexandria (703-838-4360) may be contacted for prior housing code violations.

A Copy of the Public Offering Statement should be made available to read in the developer's office or it can be read at the City Clerk's Office.

### **RELOCATION BENEFITS**

A 1982 Alexandria ordinance requires all condominium or cooperative developers to pay relocation benefits to all tenants displaced by conversions.

This ordinance also requires that three-year leases on up to 20% of the units in a conversion must be offered to elderly (over 62) and disabled tenants.

Units must be offered at a reasonable rent for comparable units in the same market area. These three-year leases are not required in the case of units that will be substantially altered in physical layout, restricted to non-residential use or rendered legally uninhabitable due to renovations or rehabilitation by developer.

All tenants living in buildings which are registered for condominium or cooperative conversion after July 1, 1982, must be reimbursed for relocation expenses. The City ordinance encourages owners to give higher amounts to low-income, elderly and disabled tenants as advised in the City's Housing Conversion Assistance Policy.

### **CONVERSION ASSISTANCE POLICY**

The City of Alexandria, since May 1980, has also had in effect involuntary conversion assistance policy.

A conversion plan is submitted to the Landlord/Tenant Relations Office prior to the zoning permit application. The Landlord/Tenant Relations Board holds a public hearing on the conversion plan and makes recommendations on the plan. Next, the plan goes to the City Council for a public hearing and action. Eventually, a legal contract for the plan is signed between the City and the developer.

Below, in its entirety, is the City of Alexandria Housing Conversion Assistance Policy:

The Alexandria City Council encourages developers of any rental project in the City covered by the Virginia Residential Landlord-Tenant Act to submit a conversion plan to the Chief of the Office of Housing's Landlord-Tenant Relations Division when such a project is proposed for:

1. Demolition;
2. Substantial rehabilitation (any rehabilitation which causes temporary relocation or permanent displacement of a tenant);
3. Conversion to condominiums, planned unit development, cooperative, hotel, motel, unfurnished units, other commercial or all elderly use;
4. Termination of subsidy payments in subsidized buildings when the owner(s) of the buildings, and not the public agencies, has decided either to terminate subsidy payments or to prepay Federal mortgages which would cause tenants in any affected units to vacate;
5. Termination of lower-rent set-aside units required under Federal bond regulations in buildings using tax-exempt bonds which causes tenants of these units to vacate; and
6. Sale of rental condominium or cooperative units if a majority of the complex's units are under single ownership and are under a coordinated sales program and if the resale would cause tenants to vacate.

Such plan should be submitted if developers intend to issue notices to tenants of pending conversions or substantial rehabilitation as previously described. This plan would indicate the measures the developer plans to take to retain current tenants in the project, as well as provisions for assistance for all tenants who face displacement.

In order to allow sufficient time for staff review and public hearing before the Landlord-Tenant Relations Board, Council encourages developers to submit their conversion plans to the Office of Housing's Division of Landlord-Tenant Relations 30 days prior to the application for any special use permit or site plan approval, if applicable.

For projects that do not require a special use permit or site plan approval, City Council encourages developers to submit proposed conversion assistance plans to the Office of Housing and the Office of Landlord-Tenant Relations 60 days prior to the filing of their public offering statement with the state and City.

New tenants should be informed in their leases of any application for conversion, demolition, rehabilitation, change to other commercial/residential use, owner termination of subsidy payments, or termination of lower-rent set-aside units which cause tenants of these units to vacate.

Council recognizes that features of the plan may vary among developers, but strongly suggests that it include at least the following provisions:

1. **Adequate Notification.** State law requires that in the case of a condominium conversion, tenants be given a 120-day Notice to Vacate which includes the price of each unit and the estimated amount of all condominium fees for each unit. During the first sixty days after such notice, each tenant shall have the exclusive right to purchase the unit he/she occupies, but only if such unit is to be retained in the condominium conversion without substantial alteration to its physical layout.

State law also requires that tenants be given a 120-day notice with regard to the conversion of a building containing at least four residential units, to a hotel, motel, or other commercial use, or to a cooperative or planned unit development, or any demolition or substantial rehabilitation which would result in displacement of tenants, or sale to a contract purchaser which requires an empty building. State law for condominium and cooperative conversions does not allow renovations during the 120-day period which would force the tenant to relocate. Renovations can only be done during this period, according to State law, if the tenant gives written permission or is absent from the unit.

In cases of owner termination of subsidy payments in subsidized units or lower-rent set-aside units in buildings using tax-exempt bonds, the City encourages developers to give tenants of such units a 120-day notice of the market rent for their unit, and offer them the option of renting the unit at full market rent if qualified. It would also be useful that prior to such official notice, a Notice of Intent to Convert, rehabilitate, change use or terminate subsidy be given to tenants as soon as conversion plans are decided upon.

Copies of all 120-day Notices should be sent to the Office of Landlord-Tenant Relations when issued to tenants.

In the past, some tenants have been asked to vacate their apartments prior to the filing of the public offering statement by the developer in order that their apartments could be used as a model units. Council strongly recommends that these tenants be afforded the minimum 120-day notification period and 60-day other comparable units in the complex on the same terms as any other qualified tenant who would be able to purchase their unit. If the developer wishes the tenant to move in order to use the tenant's unit as a model unit, the tenant should be relocated within the complex in a

comparable unit and moved at the developer's expense. This relocation should be agreed to by the tenant and the developer under mutually acceptable conditions and may occur during the 120-day period.

2. **Relocation Payments According To The State Highway Administration Schedule.** City law requires that relocation payments be made to persons displaced by condominium and cooperative conversion. Payments should be made according to Table I, which is based on the State Highway Administration schedule of fixed payment for residential moving expenses. In addition, City Council strongly encourages developers of projects proposed for demolition, substantial re-habilitation, termination of subsidy payments, and termination of lower-rent set-aside units in properties using tax-exempt bonds, to provide relocation payments in accordance with Table I to all eligible tenants.

**Relocation Payment**

**Table I** (For all Residents who are not Very Low Income, Elderly or Disabled)

Unfurnished	
One Room (Efficiency)	\$450
Two Rooms	\$650
Three Rooms	\$800
Four Rooms	\$950
Five Rooms	\$1100
Furnished	
\$300 + \$50 for each additional room	

Periodic revisions made by the State will be incorporated into the relocation payment schedule under this Housing Conversion Assistance Policy. It is expected that if the Relocation Payment Schedule is revised by the State, the developer will adhere to whatever payment levels are in effect at the time payments are made to tenants. Council also recommends that tenants whose income is less than Section 8 very-low income levels or who are elderly or disabled receive a higher payment equal to 200% of this payment as listed below.

**Table II** (For Elderly (over 62), Disabled Residents or Very Low-Income)

Unfurnished	
One Room	\$900
1 Bedroom	\$1,200
2 Bedroom	\$1,400
3 Bedroom	\$1,600

Furnished  
\$600 + \$100 for each additional room

With regard to the timing of payments, developers are encouraged to provide relocation payments to all tenants when tenants give 30-day notice after receiving their 120-day Notices to Vacate in conversions, substantial rehabilitation, owner termination of subsidy payments, termination of lower-rent set-aside units, or changes in property use. Payments should occur in full when the tenant has notified the developer after the 120-day Notice to Vacate has been issued, even if he/she does not vacate the unit until the end of the 120-day period. This payment is to make funds available during the period in which the tenant must look for an apartment. In cases of demolition, developers should provide relocation payments when tenants receive their 120-day Notices to Vacate.

City Council further expects all developers undergoing this process to abide by the City's rent increase guidelines currently in effect.

3. **Eligibility for Relocation Assistance.** Developers are encouraged to provide relocation assistance payments to all tenants who are in residency when the first 120-day notice was issued, and who are 'in good standing' with rent payments. In condominium and cooperative conversions, the City recommends that relocation payments be provided to tenants who indicate in writing that they are unable or unwilling to purchase a condominium or cooperative unit. In complexes in which the developer is seeking to terminate subsidy or set-aside units, payments should be made to tenants who indicate in writing that they are unwilling or unable to rent a

unit at the property's market rent, except as limited by the following paragraph.

For properties that are remaining rental (for example, substantial rehabilitation, termination of subsidy or set-aside units), and continued tenancy at the property is available to current residents, a tenant is not eligible for relocation benefits if the tenant chooses to move after being offered in writing a unit at a rent increase (including any increase in utility costs to the tenant resulting from the rehabilitation) that is within the City's rent increase guidelines. For this purpose, the developer may require that tenants apply for continued residency prior to a determination of eligibility for relocation payments.

4. **Temporary Relocation.** In the case of substantial rehabilitation or change in use in which tenants are required to temporarily relocate to another unit, developers should pay the tenant's actual moving expenses (including any utility hook-up fees incurred by the tenant as a result of the move) not to exceed the payment identified in Table I for residents who are not very low income, disabled or elderly.
5. **Prompt Return of Security Deposit.** For projects undergoing demolition, the return of security deposits should be arranged at the time of Notice to Vacate. For projects undergoing conversion, substantial rehabilitation, termination of subsidy, or other use changes, deposits should be returned within fifteen days of the date of vacating by the tenant. Some developers have allowed security deposits to be applied to the last month's rent.
6. **Description of Relocation Services and Distribution of Information to Tenants.**

The developer should identify a person to act as the relocation coordinator who will be available on site, during regular hours and by appointment, to provide assistance and information to tenants such as locating comparably-priced units, making

arrangements for moving, assisting with application for local or federal housing subsidy programs, and providing assistance for those with special problems, such as the elderly and disabled. A special packet of information should be given to each tenant, outlining development plans as soon as the conversion is announced. The packet should include all information concerning the benefits to which tenants are entitled under the Conversion Assistance Plan. The developer should distribute regular notices and newsletters to the tenants and should also meet regularly with the tenants. Translation services and translation of materials should be provided to residents who speak foreign languages.

7. **Measures Taken To Retain Current Tenants.** The developer is to indicate what arrangements are being made to allow and/or encourage current tenants to remain in the complex. State and City law requires that three-year leases be offered to elderly and disabled residents in condominium conversions for up to 20% of the units in certain situations. City Council encourages developers to offer three-year leases to low income tenants. All rent increases applied to units with three-year leases, as well as units in projects for which continued tenancy is available to current tenants should be within the City's voluntary rent guidelines (which provide for taking into account any unusual costs, improvements to the property, and extraordinary (more than 50%) increases in assessments).

Among the provisions that have been made in previous relocations plans, which Council expects developers to pursue, are rehabilitation performed at an affordable level to tenants (including an option to purchase a unit "as is" or renovated for the interior of the unit), reduced unit prices for current tenants (developers have given from 10-20% discounts, plus special discounts for the elderly and disabled long-term residents, and residents who purchase their units without renovation); and efforts to obtain special financing. Reservation of a

portion of the units for a low-equity cooperative should also be explored.

Substantial rehabilitation projects should give tenants a sixty-day period following the developer's issuance of a 120-day notice to vacate, during which the tenants may elect to re-rent their original apartments if practical. Developers should provide an explanation of their rehabilitation program showing how it will not disrupt residents in occupied units.

#### 8. **Distribution of Information to the City**

Council strongly suggests that the developer provide relevant information on current tenants to the Landlord-Tenant Relations Office at the time the plan is submitted, along with the name(s) of the relocation coordinator(s) in the project. This office has a Relocation Advisor who will be of assistance in making arrangements for relocation. Tenant profile surveys, including income, age, marital status, etc., should be taken and given to the City as part of the Conversion Assistance Plan. The new addresses of tenants who move should also be provided to the City. Such information is also important in compiling data on the overall displacement situation and rental market in the City. In addition, timely reports on the progress of the conversion, along with copies of all notices and newsletters distributed to the tenants, should be given to the City.

#### 9. **Phasing of Conversion.**

Council urges developers to phase a project's conversion plans and notices to vacate when at all possible, to allow for a more gradual relocation process for displaced tenants. Some projects have phased notices based on projected renovation and sales. Families with children in school should have notices phased in order not to disrupt the completion of the school year.

#### 10. **Conversions Covered by the Federal Uniform Relocation Assistance and Real Property Acquisition Policies Act of 1970, as Amended (URA).**

Benefits provided under the Uniform Relocation Assistance and Real Property Acquisition Policies Act of 1970, as amended (URA) are more generous than the City's, and a developer who makes payments in accordance with URA shall be considered in compliance with the relocation payment requirements of this Housing Conversion Assistance Policy. Developers following URA requirements are encouraged to comply also with the provisions of the City's Housing Conversion Assistance Policy with regard to timing of Notices to Vacate, prompt payment of relocation benefits and return of security deposits, identification of a relocation coordinator, measures to retain current tenants, and phasing of conversion or rehabilitation. Developers are encouraged to file conversion assistance plans with the Office Housing's Landlord-Tenant Division as required by the Housing Conversion Assistance Policy, and to provide regular status reports to the City. City staff may recommend modifications based on URA requirements at the time of consideration of a conversion assistance plan by the City.

#### **THE LANDLORD-TENANT RELATIONS DIVISION AND THE LANDLORD-TENANT RELATIONS BOARD**

The Landlord-Tenant Relations Division and the Landlord-Tenant Relations Board were established by the Alexandria City Council in 1971 to investigate and mediate landlord-tenant disputes and to make recommendations to the City Council with respect to public policies affecting landlords and tenants.

#### **The Division of Landlord-Tenant Relations**

Landlord-Tenant Relations is a division of the Alexandria Office of Housing. It receives, investigates and mediates complaints from both landlords and tenants concerning properties within the City of Alexandria. Some of the common types of complaints include evictions, rent increase, security deposit problems, maintenance problems, problems with leases, and relocation assistance.

All condominium, cooperative and other conversions of rental property are reviewed by the Landlord-Tenant Relations Office. Activities include advice to tenants and developers, implementation of the City's relocation assistance policy and relocation assistance to displaced tenants or are seeking new rental housing for other reasons.

The Landlord-Tenant Relations Division compiles statistics on rental housing in Alexandria which include annual rental vacancy and market rent survey and a yearly-updated apartment survey. Office hours are Monday through Friday, 8:00 A.M. to 5:00 P.M. The office is located in Room 200, 421 King Street, 703-838-4545.

### **Landlord-Tenant Relations Board**

The Landlord-Tenant Relations Board is composed of nine members- three tenants, three landlords, and three homeowners, one of whom must be a minority homeowner. Monthly Board meetings are held at 7 P.M. on the first Wednesday of each month in City Hall. The Board holds public hearings (including hearings on the conversion of all rental property in the City), and it is Board procedure to hold a public hearing when the Board deems it appropriate in attempts to help specific communities. The Board monitors the City's rental market and makes recommendations to City Council on policies affecting landlords and renters in Alexandria. Frequently, these recommendations are forwarded to the Alexandria City Council for discussion and possible approval.

The Landlord-Tenant Relations Board annually reviews the City's Rent Increase Guidelines. The Board reviews landlord-tenant legislation

and making recommendations to the City Council for consideration by the Virginia General Assembly. In addition, the Board often reviews and comments on other City and private programs affecting landlords and tenants.

### **RESOURCE LIST OF OTHER HOUSING-RELATED AGENCIES AND PROGRAMS**

1. Alexandria Office of Community Services (OCS)  
2525 Mt. Vernon Avenue  
Alexandria, VA 22301  
703-838-0901

OCS is the City's community action agency providing community services - Head Start for children, VA CARES for ex-offenders, and outreach in low-income target areas and for the elderly - as well as advocating for the poor. OCS operates the Homeless Intervention Program which provides rent and mortgage assistance to prevent eviction and/or foreclosure in conjunction with case management services designed to assist the household to regain self sufficiency. OCS also offers the Transitional Apartment program, which provides rental assistance to homeless individuals and families and the Eviction Storage Program to store the belongings of evicted households for 60 days. OCS and its citizen board, the Economic Opportunities Commission, devote considerable effort to low-income housing issues for the City's poor.

2. Emergency Fuel Assistance.  
Low-income residents who need fuel assistance funds should contact the Department of Social Services, City of Alexandria, 2525 Mt. Vernon Avenue, 703-838-0700.

Elderly tenants who need fuel assistance can also contact the Senior Citizens Employment and Services, Inc., 121 North St. Asaph Street, Alexandria, VA 22314, 703-836-4414.

3. Emergency Services.

The following emergency programs are

available through the Department of Human Services/Division of Social Services, City of Alexandria, 2525 Mt. Vernon Avenue, Alexandria, VA 22301, 703-838-0700.

Emergency Shelter - This program is designed to assist families who are faced with eviction and who do not have sufficient resources to meet their obligations.

Emergency General Relief is a financial assistance program to assist individuals who are unemployed for medical reasons.

Emergency Shelter Fund - Persons eligible (including disabled persons) for either program may be eligible for assistance with rent and utilities up to a maximum of \$500 when shelter exceeds the maximum allowable under the General Relief Program. For both programs the overdue rent must be due to circumstances beyond the resident's control. If interested, contact:

Department of Human Services  
2525 Mt. Vernon Avenue  
Hours: 8:00 A.M. - 5:00 P.M.  
Phone: 703-838-0700

Food Stamps - Provides assistance to families in need through the use of food stamps to purchase food. If interested, contact:

Department of Human Services  
2525 Mt. Vernon Avenue  
Hours: 8:00 A.M. - 5:00 P.M.  
Phone: 703-838-0850

4. Northern Virginia Family Services  
3321 Duke Street  
Alexandria, VA 22314  
Phone: 703-370-3223

Northern Virginia Family Services is a private, non-profit United Way Agency providing a broad range of services including counseling, education, community outreach and housing counseling.

The housing counseling program provides:

- Housing information

- Housing referrals to appropriate resources
- Direct assistance for clients applying for apartments when needed
- Intervention with landlords and utility companies on behalf of clients as necessary
- Emergency housing placements
- Counseling services

5. Office of Housing -  
Home Rehabilitation Loan Program  
421 King Street, Suite 200  
Phone: 703-838-4622

Through this program, the Alexandria Office of Housing offers loans for low- and moderate-income owner-occupants of homes in the City to rehabilitate their homes. Eligible applicants can receive no-interest, deferred payment home rehabilitation loans of up to \$80,000. The loans are also available for accessibility improvements.

6. Office of Housing -  
Homeownership Assistance Program  
421 King Street, Suite 200  
Phone: 703-838-4622

The Office of Housing of the City of Alexandria operates a Homeownership Assistance Program for low- and moderate-income households interested in purchasing homes in the City through local, state and federal financing programs. Loans of up to \$25,000 are available for principal and interest reductions,, downpayment assistance and settlements costs. Purchasers must contribute \$2,000 or more toward downpayment and closing costs.

7. Office of Housing -  
Residential Accessibility Modification Program  
421 King Street, Suite 200  
Phone: 703-838-4622

Through this program, the Alexandria Office of Housing offers grants for low- and moderate-income renters with physical disabilities in the City to rehabilitate their apartments or houses in

order to improve accessibility.

8. Office of Housing -  
Fair Housing Testing Program  
421 King Street, Suite 200  
Phone: 703-838-4545

Tests are conducted to identify evidence of housing discrimination. Complaints about serious discrimination are referred to the City's Human Rights Commission.

9. Office of Housing -  
Landlord-Tenant  
Complaint Mediation  
421 King Street, Suite 200  
Phone: 703-838-4545

The program offers mediation of Landlord-Tenant disputes and provides information about landlord-tenant laws and policies. Major disputes involving groups of tenants are referred to the Landlord-Tenant Relations Board.

10. Office of Housing -  
Relocation Counseling  
421 King Street, Suite 200  
Phone: 703-838-4545

Counseling is provided to assist persons seeking suitable rental housing. Assistance is provided with credit and rental problems, interpretation of lease provisions and other related issues.

11. Alexandria Office of Human Rights  
421 King St. #400  
Phone: 703-838-6390

Alexandria has a human rights ordinance which prohibits discrimination in the renting and selling of housing. Discrimination based on race, color, sex, religion, ancestry, national origin, disability, sexual preference, marital status or age is prohibited. The Office of Human Rights investigates and works to resolve such complaints.

12. The Northern Virginia  
Apartment Association, Inc.

The Northern Virginia Apartment Association is an organization of more than 200 owners and operators and others concerned with the rental housing industry in Northern Virginia. Its owner members hold approximately 45,000 rental units in the City of Alexandria and other communities throughout Arlington, Fairfax, Loudoun, and Prince William Counties. It represents the rental housing industry before state and local governmental bodies, provides information and education for its members and is dedicated to improving the professionalism of the industry. Information concerning its activities and membership may be obtained by contacting the NVAA office at 1075 South Jefferson Street, Arlington, VA 22204, 703-671-6777.

13. Lawyer Referral  
520 King Street  
Room #202  
Phone: 703-548-1105

The Alexandria Bar Association operates a lawyer referral service that refers clients to private attorneys in the City who can assist with their legal problems. Participating lawyers charge a nominal fee, which is generally \$35.00.

14. Alexandria Legal Services of Northern  
Virginia (LSNV)  
603 King Street - 4th Floor  
Alexandria, VA 22314  
Phone: 703-684-5566

LSNV provides free legal assistance to eligible tenants who have housing problems. Attorneys at Legal Aid can represent clients in court, if necessary. In order to qualify for LSNV assistance, your annual income must fall below the applicable guidelines. Contact LSNV directly for information regarding eligibility.

15. Alexandria Ridesharing Service  
Room 5000, City Hall  
Alexandria, VA 22314

Phone: 703-838-3800

This City-sponsored service provides free carpool and vanpool matching as well as public transit routing information.

16. Rent Relief for Senior Citizens and Persons with Disabilities.

Department of Human Services  
Office of Community Services  
2525 Mt. Vernon Avenue  
Hours: 8:00 A.M. - 5:00 P.M.  
Phone: 703-838-0901

Elderly and disabled renter households in Alexandria who earn \$18,000 or less a year and have assets of \$75,000 or less, may receive assistance through the Rent Relief Program. An application must be filled out with the City by May 1st of each year

17. Real Estate Tax Exemption or Deferral for Elderly and Disabled Homeowners

Department of Finance, Room 1410  
Alexandria City Hall  
Phone: 703-838-4570

Elderly and disabled homeowners in Alexandria who earn \$20,000 or less a year and have \$150,000 or less in assets excluding their home may receive a real estate tax exemption. Elderly and disabled homeowners who earn \$25,000 or less a year may receive a real estate tax deferral. Applications for these programs must be filed by January 31.

19. Alexandria Women's Shelter, 703-838-4911

The shelter provides housing for women and their children who are in danger of domestic violence. There is a three-week limit for residents. Support services and counseling are also provided.

### **ASSISTED HOUSING**

Alexandria Redevelopment and  
Housing Authority (ARHA)  
18 Roth Street  
Alexandria, VA 22314  
Phone: 703-549-7115

ARHA administers two different housing programs for low-income people, giving priority to families displaced by government action, to persons 62 years of age and older, and to disabled persons.

Public Housing - There are currently 1,150 units of public housing in the City. These units are operated by ARHA. Eligibility is based on Federal guidelines. Tenants pay a percentage of their incomes for rent. However, there is a waiting list for public housing and interested persons should contact ARHA from time to time for information opening the list.

Housing Choice Voucher (Section 8) A publicly assisted housing program. in which participating households find rental housing using a voucher, and then pay 30% of their income for rent. The Federal government pays the remainder of the rent. Like public housing, there is a waiting list for Section 8 assistance.

#### **Privately Owned Assisted Housing**

Within Alexandria, there are a number of complexes owned and managed by private owners that offer affordable and subsidized housing through participation in local, state or federal programs. These units are available to income eligible households. Some programs give priority to low-income residents with a priority to households with children, to people over 62 or people who are disabled.

Properties with subsidized units (income-based rents.)

Annie B. Rose  
(for residents 62 and over)  
399 Pendleton Street  
Phone: 703-548-4696

Foxchase  
320 North Jordan Street  
Phone: 703-823-5150

Claridge House II  
(for residents 62 and over)  
310 Ripley Street  
Phone: 703-832-5444

Olde Town West  
510 South Alfred Street  
Phone: 703-549-4343

Pendleton Park  
608, 610 North Payne Street  
Phone: 703-941-8707

Properties offering affordable, below market rents through federal, state or local programs

Arbelo Apartments  
831-833 Bashford Lane  
Phone: 703-765-1361

Bellefonte Gardens  
(for Persons with Disabilities)  
417 East Bellefonte Avenue  
Phone 703-838-4455

Beverly Park Apartments  
627 Notabene Drive  
Phone 703-548-0093

Community Lodgings  
3908-3916 Elbert Avenue  
607/612 Notabene Drive  
Phone 703-967-4686

Properties offering affordable, below market rents through federal, state or local programs

Brent Place (Formerly Essex House)  
375 South Reynolds Street  
Phone 703-370-6080

Fields of Alexandria  
4309 Duke Street  
Phone 703-823-0078

Fields at Landmark  
318 South Whiting Street  
Phone 703-751-6990

Fields of Old Town  
1203 North Quaker Lane  
Phone 703-998-0161

Lacy Court Apartments  
1502-1516 Commonwealth Avenue  
4-8 West Nelson Avenue  
Phone 703-765-1361

Lynhaven Apartments  
3513-3525 Commonwealth Avenue

Phone 703-548-0093

New Brookside  
601 Four Mile Road  
Phone 703-683-2600

ParkView Apartments  
5380 Holmes Run Parkway  
Phone 703-751-2298

Park Center II  
3001 Park Center Drive  
Phone 703-578-3001

Parkwood Court  
101 North Ripley Street  
703-751-2660

Potomac West Apartments  
3620 Edison Street  
Phone 703-549-1349

# UNIFORM STATEWIDE PROPERTY MAINTENANCE CODE

## Use and Occupancy

Privacy - dwelling units must be arranged to provide privacy and be separate from other spaces.

Sleeping Rooms: Every room occupied for sleeping must contain at least 70 square feet of floor area, and every room occupied for sleeping purposes by more than one person shall have 50 square feet of bedroom size.

Toilets and Bath Facilities must be located so as to provide privacy.

Each dwelling or dwelling unit shall have a safe unobstructed means of egress for such facilities.

## Minimum Occupancy Area Requirements

Minimum occupancy area in square feet  
Space Requirements

### 1-2 occupants

Living room	No requirements
Dining room	No requirements )
Kitchen	50 (4.65)
Bedrooms	70 for 1 50 each person if shared

### 3-5 occupants

Living room	120 (11.16)
Dining room	80 ( 7.44)
Kitchen	50 ( 4.65)
Bedrooms	70 for 1 50 each person if shared

### 6 or more

Living room	150 (13.95)
Dining room	100 ( 9.30)
Kitchen	60 ( 5.58)
Bedrooms	70 for 1 50 each person if shared

**Note a.** Combined living room/dining room spaces will be constructed as meeting the requirements of this table if the total area is equal to that required for separate rooms and if the space is so located that it may function as a combination living room/dining room.

**Note b.** Every room used as a bedroom shall have access to at least one water closet without passing through another room used as a bedroom. Every room used as a bedroom shall have access to at least one water closet located on the same floor as the bedroom, except that this requirement shall not apply to the only bedroom on a floor.

Sleeping rooms do not contain any furnace, domestic water heater or gas meter; or a space heater using an open flame unless the space heater is flu-connected.

## Habitable Conditions

Premises must be free of vermin, rodents, insects and harborage.

Ratproofing and Rats - property must be free of harborage; all exterior walls, doors, and windows ratproof to prevent penetration or passage of rats.

Vermin and Insects - the premises must be free of roaches and other vermin; free of fly or mosquito breeding places.

Screening is required in every door/window req for ventilation; screen doors must open outwardly and be self-closing (From April 1 to December 1).

Receptacles - an adequate number of approved receptacles must be provided for the storage of ashes, garbage and refuse.

Receptacles shall be easily cleanable, watertight, rodent-proof, insect-proof and provided with tight covers.

Bathrooms - floors and wall-bases must be waterproof, non-porous, free of cracks and have all joints tight.

## Facilities and Utilities

Generally-supplied facilities must be properly and safely installed and maintained in safe and good working order.

Water Heater - must be properly connected, capable of producing adequate hot water at a temperature of 110°F.

Cooking and Refrigeration are required facilities; and must be maintained in safe and good working condition.

Heat supply. Heat must be furnished in rental properties during the period from October 15 to May 1 to maintain a temperature of not less than 65°F (18°C) in all habitable rooms, bathrooms, and toilet rooms.

Cooling supply. Owners of rental properties

must furnish cooling during the period from May 15 to October 1 to maintain a temperature of not more than 80°F (27°C) in all habitable rooms.

Plumbing - a kitchen sink, lavatory, and bathing facility must be provided and connected.

.. **Maintenance and Repair** ..

In General Units - Kept in good repair and structurally sound.

Foundation and Structural Parts - safe and firm at all points; reasonably weather and watertight and rodentproof.

Exterior Walls - free of holes, cracks; surface secure, rodent and element proof.

Interior Walls - sound; free of excessive cracks or breaks; surfacing tight.

Floors - sound, level.

Windows and Doors - weather-proof; easily operable; sound glass, rodentproof.

Roof - free of leaks or sag; surfacing tight; drains clear.

Stairways and Steps - firm, safe; evenly spaced; balustrade protected where a safety hazard exists. Each flight of stairs shall have a handrail or guardrail.

Wood Surfaces - properly painted or covered with a preservative.

Walkways - good repair safe.

Water - all floors free of standing water; walls and ceilings free of leaking water.

Drainage - yards properly graded to prevent water from flowing to the structure.

Smoke Detector - a smoke detector is required in all rental units in buildings with four or more units. Effective July 1, 1984 - Owners of rental units will be required to install smoke detectors

as units are either sold or re-rented or only in those buildings of 4 or more units.

Snow and Ice Removal - snow and ice must be removed by the owner from public walkways at buildings with four or more units.

Lead-Based Paint: Painted surfaces which contain over .05% of lead-based paint shall be removed or covered in an approved manner.

**UTILITY METERS AND RATIO BILLING UTILITY SYSTEMS**

In some complexes, individual utility meters are installed in individual units. When utilities are paid by the landlord based on a master meter for the entire property, state law allows landlords to allocate and charge residents for estimated utility usage. The law requires that this be calculated through a program that utilizes a mathematical formula for allocating total utility costs among the tenants in a building, based on the actual water, sewer, electrical, natural gas, or other utility billings received by the building owner. Permitted allocation methods may include formulas based upon square footage, occupancy, number of bedrooms, or some other specific method agreed to by the building owner and the tenant in the rental agreement or lease. Records of utility usage and billing must be made available for residents to review, and common areas must be excluded from cost calculated for individual use.

**APPENDIX II  
CITY OF ALEXANDRIA, VIRGINIA**

**SAMPLE LEASE**

This sample lease has been developed by the Fairfax County Tenant-Landlord Commission and has been adopted by the Alexandria Landlord-Tenant Relations Division. These provisions represent fair rental practices that are consistent with the requirements of the Virginia Residential Landlord Tenant Act as of July 1, 1995.

This lease form is intended for the information, education and guidance of area tenants and landlords. A lease is a legally binding contract; accordingly any person using this lease form is encouraged to seek guidance of legal counsel.

Please type or print clearly and insure that all changes are typed or printed clearly and initialed by all parties.

**I. BASIC CONDITIONS**

**1. PARTIES**

The parties to this agreement are:

\_\_\_\_\_ herein called Landlord  
\_\_\_\_\_

and

\_\_\_\_\_ herein called Tenant  
\_\_\_\_\_  
\_\_\_\_\_

**2. PREMISES TO BE LEASED**

Address: \_\_\_\_\_

**3. TERM**

The Landlord leases to the Tenant the premises described above for a term of \_\_\_\_\_ beginning \_\_\_\_\_ and ending \_\_\_\_\_.

**4. RENT**

(a) The monthly rent is \$\_\_\_\_\_, making a total payable under the lease of \$\_\_\_\_\_.

(b) The rent is payable in advance on the \_\_\_\_\_ day of the month.

(c) If this lease starts on a day other than the day specified in subsection (b), the first rental payment shall be a full month's rent. The second rent payment payable on the \_\_\_\_\_ day of \_\_\_\_\_, shall be \$\_\_\_\_\_, the "pro-rata" rent for the period from \_\_\_\_\_ to \_\_\_\_\_. Thereafter, all rental payments shall be made in accordance with subsection (a) and (b).

(d) No part of the Tenant's security deposit may be applied by the tenant as payment of any part of the rent, including the last month's rent.

(e) Rent payments shall be paid to: \_\_\_\_\_ at the following address: \_\_\_\_\_

**5. UTILITIES**

Utilities shall be paid by the party indicated on the following chart:

	<b>Landlord</b>	<b>Tenant</b>
<b>Electricity</b>	_____	_____
<b>Gas</b>	_____	_____
<b>Water/Sewer</b>	_____	_____
<b>Refuse Collection</b>	_____	_____
<b>Heat (e.g., oil, coal)</b>	_____	_____
<b>Air Conditioning</b>	_____	_____
<b>Other</b>	_____	_____

**6. OTHER COSTS**

The costs of the items listed below will be paid by the party indicated:

	<b>Landlord</b>	<b>Tenant</b>
_____	_____	_____
_____	_____	_____
_____	_____	_____
_____	_____	_____

**7. SECURITY DEPOSIT**

(a) The Tenant has paid the Landlord a security deposit of \$\_\_\_\_\_. If the Landlord makes any deductions from the Tenant's security deposit during the term of the tenancy, the Landlord shall notify the Tenant of the amount and reason for the deduction within 45 days. When this agreement ends, the Tenant shall promptly leave the dwelling unit, remove all personal belongings and leave the unit as clean as he/she found it. At the termination of the tenancy, the Landlord may retain part or all of the deposit to pay for:

1. Any damage to premises beyond normal wear and tear for which the Tenant is responsible and which is disclosed by an inspection conducted pursuant to Section 9 (b) of this lease;
2. Any rent owed and accrued late charges as specified in Section 15 of this lease;
3. Costs resulting from premature termination of the lease agreement.

(b) If the Landlord holds the deposit for a period exceeding 13 months, he shall pay the Tenant an interest rate equal to 1 % below the Federal Reserve Discount Rate as of January 1 of each year.

(c) Within 45 days after the end of the tenancy, the Landlord shall refund to the Tenant the security deposit with any interest due, less any deductions together with an itemized statement of any deductions.

**8. NUMBER OF PERSONS**

(a) The premises shall be occupied by no more than \_\_\_\_\_ persons, excluding short-term guests (whose visit shall not exceed 30 days) and after born children, without the prior written consent of the Landlord.

(b) At the termination of the tenancy, the Landlord may elect to inspect the premises for damages. If the Landlord elects to conduct such an inspection, he shall advise the Tenant of the Tenant's rights to be present at the inspection and shall use the check list mentioned above. If the Tenant desires to be present at this inspection, the Landlord shall notify the Tenant of the time and date of said inspection

which must be made during business hours and within seventy-two hours of termination of occupancy.

**9. INSPECTION OF PREMISES**

- (a) At or within 5 days of the start of the tenancy, the Landlord shall provide the Tenant with a list of damages then existing in the unit. The Tenant must notify the Landlord in writing within five days of reviewing the list of any disagreement with the list. Both Landlord and Tenant shall sign the Move-In Report and shall receive a copy of it.
- (b) At the termination of the tenancy, the Landlord may elect to inspect the premises for damages. If the Landlord elects to conduct such an inspection, he shall advise the Tenant of the Tenant's rights to be present at the inspection and shall use the check list mentioned above. If the Tenant desires to be present at this inspection, the Landlord shall notify the Tenant of the time and date of said inspection which must be made during business hours and within seventy-two hours of termination of occupancy.

**10. DELIVERY OF POSSESSION**

If the Landlord fails to make the premises available in a habitable condition on the agreed date of the start of the tenancy, rent shall abate until delivery is completed. If such failure to deliver possession is willful, then the remedies in Section 55.248.22 of the Code of Virginia shall apply.

**II. MAINTENANCE**

**11. TENANT'S DUTY TO MAINTAIN PREMISES**

- (a) The Tenant shall keep the dwelling unit in a clean and sanitary condition and shall comply with all state and local laws requiring tenants to maintain rented premises.
- (b) The Tenant shall provide the Landlord with prompt notice of any maintenance problems so that any necessary repairs may be made in a timely manner.

**12. LANDLORD'S DUTY TO MAINTAIN PREMISES**

- (a) The Landlord shall maintain the premises in a decent, safe, and sanitary condition and shall comply with all state and local laws requiring landlords to maintain rental premises.
- (b) If the Landlord provides appliances or services, he shall maintain them in good working order during the term of this lease and any extension thereof.
- (c) The Landlord shall provide at the request of the Tenant a smoke detector for the hearing impaired and may charge a refundable deposit equal to the value or price of the detector.

**13. LIABILITY**

- (a) The Landlord shall be liable to the Tenant for any damage to his person or his property resulting from negligence or wrongful act of the Landlord or his agents.
- (b) The Tenant shall be liable to the Landlord for any damage to the premises beyond normal wear and tear resulting from the negligence or wrongful act of the Tenant or others on the premises with his permission.

**14. MAINTENANCE OF SINGLE-FAMILY DWELLING UNIT**

If the premises consist of a single-family house, the following conditions shall apply:

- (a) The Tenant shall keep grass cut, trimmed and maintained, shall promptly remove ice and snow from all walks, steps and drives, and shall generally maintain the grounds in good condition. The Tenant

shall keep grounds free of leaves and debris.

(b) The Landlord shall furnish electric light bulbs in the fixtures and fuses in the panel box and washers on plumbing fixtures. Each tenant shall maintain these items thereafter.

(c) The following maintenance items shall be the responsibility of the party indicated below:

<b>Item</b>	<b>Landlord</b>	<b>Tenant</b>
Change furnace filters	_____	_____
Change air conditioner filters	_____	_____
Clean gutters	_____	_____
_____	_____	_____
_____	_____	_____

### **III. REMEDIES**

#### **15. LATE PAYMENT OF RENT**

If the rent remains unpaid after the \_\_\_\_\_ day of the month, the Tenant shall be charged a \$ \_\_\_\_\_ fee for late payment. An additional charge of \$ \_\_\_\_\_ shall be made for any check returned by the bank for any reason to reimburse the Landlord for the administrative costs in handling such checks.

#### **16. FAILURE TO PAY RENT**

If the Tenant fails to pay the rent when due, the Landlord may serve the Tenant with a 5-day notice to pay the rent or vacate. If the rent remains unpaid at the end of the 5-day notice period, the Landlord may institute eviction proceedings pursuant to law and/or other remedies provided by law including, but not limited to, suit to collect unpaid rent, damages and reasonable attorney's fees.

#### **17. TENANT BREACH OF LEASE**

(a) If there is material noncompliance with the lease or a serious failure to maintain the premises by the Tenant, the Landlord may provide the Tenant with a written notice specifying the problem and stating that the rental agreement will terminate on a specified date (not less than 30 days later than receipt of the written notice) if the problem is not corrected within 21 days. If the problem is corrected within the 21 days, the rental agreement shall not terminate. If the problem is not corrected within that time, the Landlord may institute (on the specified day) court action for possession of the premises and/or any other remedies provided by law, including, but not limited to, damages, injunctive relief and reasonable attorney fees. If the violation is remedied and is then repeated at a later date, or if the violation is non-remediable, a 30-day notice to vacate may be given.

(b) If the tenant engages in criminal activity (including drug use or sales) on the premises or activity which threatens the health and welfare of other persons, and if such actions are not remediable, the Landlord may terminate the lease and may proceed immediately to court to seek possession of the unit.

(c) The Landlord shall also have the option of using other applicable remedies provided by the Virginia Residential Landlord and Tenant Act to address specific breaches of the lease by the Tenant.

#### **18. LANDLORD BREACH OF LEASE**

(a) If there is a substantial breach of lease or a serious failure to maintain the premises by the Landlord, the Tenant may provide the landlord with a written notice specifying the problem and stating that he will terminate the lease on a specified date (not less than 30 days later), if the problem is not corrected within 21 days. If the problem is corrected within the 21 days, the notice is canceled. If the problem is

not corrected within that time, the Tenant may vacate the premises on the specified date with no further obligations under the lease. If the violation is remedied and is then repeated at a later date or if the violation is nonremediable, a 30-day notice to vacate may be given.

- (b) The Tenant shall also have the option of using other applicable remedies provided by the Virginia Residential Landlord and Tenant Act to address specific breaches of the lease by the Landlord.

#### 19. **VIRGINIA RESIDENTIAL LANDLORD AND TENANT ACT**

Both parties hereby agree to be governed by the terms of the Virginia Residential Landlord and Tenant Act, as amended from time to time. Each party shall have a right to the remedies and a responsibility for the obligations specified therein.

### **IV. RENTAL RULES**

20. **COVENANTS OF TENANT** - In addition to such other the Tenant, for himself and his successors in interest, agrees as follows:

- a. To keep the Apartment in a good, clean, safe, and sanitary condition.
- b. To use in a reasonable and proper manner all utilities, services, facilities, appliances a equipment provided by the Landlord, to keep all appliances and equipment within the Apartment in good and clean condition, reasonable wear and tear excepted, and not to place fixtures, antennae, signs, or fences in or about the Apartment or Premises.
- c. To comply with any obligations primarily imposed upon the Tenant by applicable provisions of building and housing codes materially affecting health and safety.
- d. To remove from the Apartment all ashes, garbage, rubbish and other waste in a clean and safe manner.
- e. Not to use the Apartment or the Premises or permit the use thereof by others for any illegal purpose.
- f. Not to keep in or about the Apartment or Premises any explosive or any inflammable fluids or materials of any kind constituting an unreasonable fire hazard without the prior written consent of the Landlord.
- g. To conduct himself, and to require other persons in the Apartment or on the Premises with his consent (whether known by the Tenant or not) to conduct themselves in manner that does not disturb the other Tenants' peaceful enjoyment of the Premises and is otherwise not offensive, noisy, dangerous, disruptive, or injurious to the rights, privileges and welfare of the residents and other persons on the Premises or in the surrounding neighborhood.
- h. Not to deliberately or negligently destroy, deface, damage, impair or remove any part of the Apartment or Premises or permit or fail to prevent any person in the Apartment or on the Premises with the Tenants' consent to do so (whether known by the Tenant or not).
- i. To carry out all obligations under the Alexandria City Code, the Virginia Residential Landlord and Tenant Act, the Virginia Uniform Statewide Building Code, and the Building Officials and Code Administrators Property Maintenance Code as amended from time to time, and all other obligations which are now or hereafter imposed upon the by state statue or local ordinance in connection with his occupancy of the Apartment and which, if not so carried out, may constitute eviction.
- j. Not to use the Apartment or the Premises or to permit the use thereof by others for the illegal manufacture, possession, distribution, sale, gift or use of any controlled substance (as defined in Section 54.1-3401 of the Code of Virginia) or for the facilitation of any such manufacture, possession, distribution, sale, gift, or use.

- k. Not to suffer or permit anything to be kept on the window sills or balcony rails in the leased Premise, shall not permit anything to be thrown out of the windows. The Tenant shall not in any manner deface or injure the floors, walls, woodwork or window of the leased Premises, or place any sign, advertisements, or notice of any kind in upon the leased Premise.
- l. Not to park any damaged or unsightly vehicle, vehicle with expired tags, or that is in inoperable condition, in the parking lot of the leased Premises. The Landlord reserves the right, and Tenant consents thereto, to the towing away at Lessee's expense of any such vehicle that the Landlord or his agent shall determine to be so damaged or unsightly. The Landlord reserves the right to tow same at the Tenant's expense, after five day's tagging. No trailers, campers or boats are permitted on the Premises, without consent of the Landlord.

**21. PETS**

The Tenant (may) (may not) keep pets on the premises. If pets are permitted, the following pet(s) may be kept:

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**22. ALTERATIONS**

No substantial alteration, addition or improvement shall be made by the Tenant in or to the premises without the prior written consent of the Landlord.

**23. NOTICE OF ABSENCE**

The Tenant shall notify the Landlord of any expected absence from the premises in excess of 7 days.

**24. ENTRY TO PREMISES DURING TENANCY**

The Landlord shall enter the dwelling unit only to inspect it, make repairs or improvements, supply services, or show the dwelling unit to other possible tenants or buyers. The Landlord shall give the Tenant reasonable advance notice of his/her intent to enter, and will enter only at reasonable times with consent of the Tenant. When entry is to apply pesticides, a 48 hour notice will be given. In case of emergency when it is impractical to give notice, the Landlord may enter without consent. The Landlord shall not abuse the right of entry, and the Tenant shall not unreasonably withhold consent for legitimate entry.

**25. BURGLARY PREVENTION AND FIRE DETECTION DEVICES**

The Tenant may install burglary prevention and/or fire detection devices provided the installation does no permanent damage to the dwelling unit. The Tenant shall provide the Landlord with keys and instructions of how to operate the devices. If so requested by the Landlord, the Tenant agrees to remove the devices and repair any damage upon termination of tenancy.

**V. MISCELLANEOUS CLAUSES**

**26. EXTENSION OF LEASE**

If the Tenant continues in possession of the leased premises after the end of the term of this lease with permission of the Landlord, it is agreed that a month-to-month tenancy is created. This month-to-month tenancy can be terminated by either party giving to the other party written notice not less than 30 days prior to the next rent due date. In so continuing, the Tenant agrees to pay the monthly rental and to keep and to fulfill all other covenants, conditions and agreements of this lease.

**27. RENT INCREASE**

The Landlord may increase the monthly rate at or after the expiration of the original term of this lease by

providing the Tenant with a written notice at least 30 days prior to the next rent due date. The Tenant then has the option to vacate the premises or to remain at the new rental rate.

**28. MILITARY TRANSFER**

If the Tenant is a member of the armed forces, of the National Guard serving on full-time duty or a civil service technician with a National Guard Unit and receives permanent change of station orders of thirty-five (35) miles or more from the dwelling unit or is prematurely and involuntarily discharged or relieved from active duty with the armed forces or has received temporary duty orders in excess of 3 months duration, the Tenant may terminate this rental agreement upon 30 days notice, provided the notice is accompanied by a copy of the Tenant's official orders. The termination date may be no more than 60 days prior to the date of departure necessary to comply with the official orders or any supplemental instructions for interim training or duty prior to the transfer. If the termination occurs within the first six months of the tenancy, the Tenant will be liable for liquidated damages of one month's rent and if the termination occurs at least six but less than twelve months of the initial tenancy, the Tenant will be liable for liquidated damages of one-half of one month's rent.

**29. MODIFICATIONS TO LEASE**

Any modifications to this agreement must be in writing signed by both parties and attached to this lease.

**30. CONTEXT OF AGREEMENT**

Where the context requires, words in the singular may be substituted for the plural and vice versa, and words in the masculine, feminine or neuter gender may be substituted for any other sender.

**31. DISCLOSURE**

(a) Owner or Agent  
(for service or process)

(b) Resident Manager or Managing Agent  
(if applicable)

NAME: \_\_\_\_\_

NAME: \_\_\_\_\_

ADDRESS: \_\_\_\_\_  
\_\_\_\_\_

ADDRESS: \_\_\_\_\_  
\_\_\_\_\_

PHONE: \_\_\_\_\_

PHONE: \_\_\_\_\_

(c) Plans for renovation or conversion of the property:

1. An application for conversion of the property to condominium or cooperative (has) (has not) been filed with the Virginia Real Estate Commission.
2. A plan for substantial rehabilitation, demolition, or conversion of the property to another use that will result in tenant displacement within the next six months (does) (does not) exist.

**32. COPY OF LEASE**

A copy of this lease as signed by both the Tenant and the Landlord shall be provided to the Tenant within one month of the effective date of the lease.

**33. ADDITIONAL CLAUSES**

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

34. **RESOLUTION OF DISPUTES**

The parties to this lease agree to submit for mediation any dispute arising from this tenancy to the City of Alexandria, Division of Landlord-Tenant Relations, 301 King St., Room #1100, Alexandria, Virginia 22314, 838-4545.

We the undersigned agree to all the terms of the agreement on this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_.

_____	_____
(Tenant)	(Landlord)
_____	_____
(Tenant)	(Landlord)

**NOTE:** The Tenant is encouraged to purchase "renter's" insurance which provides compensation for damages such as those caused by fire, flood, or theft.

