

What does the law require an Owner to do?

What should my owner do to be a responsible Landlord?

1. Detail specifics – Lease requirements and expectations – set yourself/your Landlord up for success.
2. Detail condition specifics
3. Set the precedence. Turnover the property to the Tenants in the condition it is expected to be returned in.

How can I alleviate MY maintenance headaches/heartburn?

1. Have reality check conversations – property management is managing expectations. (ie. You can't provide the home with dirty carpets and expect the Tenant to clean them at move out)
2. Educate yourself, your Landlord(s), and your Tenant(s)
3. Provide tips to your clients – Spring Time checklist – Air Filter Reminder – Smoke Detector Battery Check (Agents utilize these tools to touch base with their sales clients)
4. Tenants have responsibility too! Hold them accountable! Trouble shoot with your Tenants – did you change your filters? Have you pressed the reset button on the garbage disposal?

Working with Home Warranty

1. What time constraints does the HW company have – many require the vendor to report back to you within 48 hours – call them and ensure they can handle the service request. If they cannot, you can often get another approved vendor to jump in – or in times of numerous calls HW companies may authorize an outside vendor to take the call.
2. Monitor the time frames
3. Does the vendor who is assigned actually handle your maintenance item? Do you research to protect yourself and your owner.

Keep a Vendor List

1. Who will take your middle of the night calls? Are there additional fees? Will a vendor work with you on fees? Would you allow this vendor to work on your home?
2. Allowing Tenants who are contractors to perform work – yes or no?
3. Allowing Owners to perform work / hire vendor – yes or no?

Is it really an emergency?

1. Tenants as well need to have an understanding of emergency / non-emergency – there are no specified time frames per VRLTA

What do you consider to be an:

Emergency

Non-emergency

VRLTA – 55-248.13. Landlord to maintain fit premises.

A. The landlord shall:

1. Comply with the requirements of applicable building and housing codes materially affecting health and safety;
2. Make all repairs and do whatever is necessary to put and keep the premises in a fit and habitable condition;
3. Keep all common areas shared by two or more dwelling units of a multifamily premises in a clean and structurally safe condition;
4. Maintain in good and safe working order and condition all electrical, plumbing, sanitary, heating, ventilating, air-conditioning and other facilities and appliances, including elevators, supplied or required to be supplied by him;
5. Maintain the premises in such a condition as to prevent the accumulation of moisture and the growth of mold, and to promptly respond to any notices from a tenant as provided in subdivision A 10 of § [55-248.16](#). Where there is visible evidence of mold, the landlord shall promptly remediate the mold conditions in accordance with the requirements of subsection E of § [8.01-226.12](#) and reinspect the dwelling unit to confirm that there is no longer visible evidence of mold in the dwelling unit. The landlord shall provide a tenant with a copy of a summary of information related to mold remediation occurring during that tenancy and, upon request of the tenant, make available the full package of such information and reports not protected by attorney-client privilege. Once the mold has been remediated in accordance with professional standards, the landlord shall not be required to make disclosures of a past incidence of mold to subsequent tenants;
6. Provide and maintain appropriate receptacles and conveniences for the collection, storage, and removal of ashes, garbage, rubbish, and other waste incidental to the occupancy of dwelling units and arrange for the removal of same;
7. Supply running water and reasonable amounts of hot water at all times and reasonable air conditioning if provided and heat in season except where the dwelling unit is so constructed that heat, air conditioning or hot water is generated by an installation within the exclusive control of the tenant or supplied by a direct public utility connection; and
8. Maintain any carbon monoxide alarm that has been installed by the landlord in a dwelling unit.

B. The landlord shall perform the duties imposed by subsection A in accordance with law; however, the landlord shall only be liable for the tenant's actual damages proximately caused by the landlord's failure to exercise ordinary care.

C. If the duty imposed by subdivision A 1 is greater than any duty imposed by any other subdivision of that subsection, the landlord's duty shall be determined by reference to subdivision A 1.

D. The landlord and tenant may agree in writing that the tenant perform the landlord's duties specified in subdivisions A 3, 6, and 7 and also specified repairs, maintenance tasks, alterations, and remodeling, but only if the transaction is entered into in good faith and not for the purpose of evading the obligations of the landlord, and if the agreement does not diminish or affect the obligation of the landlord to other tenants in the premises.

1974, c. 680; 1987, cc. 361, 636; 2000, c. [760](#); 2004, c. [226](#); 2007, c. [634](#); 2008, cc. [489](#), [640](#); 2009, c. [663](#); 2014, c. [632](#); 2015, c. [274](#); 2017, c. [730](#).

The chapters of the acts of assembly referenced in the historical citation at the end of this section may not constitute a comprehensive list of such chapters and may exclude chapters whose provisions have expired.

VRLTA 55-248.16. Tenant to maintain dwelling unit.

A. In addition to the provisions of the rental agreement, the tenant shall:

1. Comply with all obligations primarily imposed upon tenants by applicable provisions of building and housing codes materially affecting health and safety;
2. Keep that part of the dwelling unit and the part of the premises that he occupies and uses as clean and safe as the condition of the premises permit;
3. Keep that part of the dwelling unit and the part of the premises that he occupies free from insects and pests, as those terms are defined in § [3.2-3900](#), and to promptly notify the landlord of the existence of any insects or pests;
4. Remove from his dwelling unit all ashes, garbage, rubbish and other waste in a clean and safe manner and in the appropriate receptacles provided by the landlord;
5. Keep all plumbing fixtures in the dwelling unit or used by the tenant as clean as their condition permits;
6. Use in a reasonable manner all utilities and all electrical, plumbing, sanitary, heating, ventilating, air-conditioning and other facilities and appliances including an elevator in a multifamily premises, and keep all utility services paid for by the tenant to the utility service provider or its agent on at all times during the term of the rental agreement;
7. Not deliberately or negligently destroy, deface, damage, impair or remove any part of the premises or permit any person to do so whether known by the tenant or not;
8. Not remove or tamper with a properly functioning smoke detector installed by the landlord, including removing any working batteries, so as to render the detector inoperative and shall maintain the smoke detector in accordance with the uniform set of standards for maintenance of smoke detectors established in the Uniform Statewide Building Code (§ [36-97](#) et seq.);
9. Not remove or tamper with a properly functioning carbon monoxide alarm installed by the landlord, including removing any working batteries, so as to render the carbon monoxide detector inoperative and shall maintain the carbon monoxide alarm in accordance with the uniform set of standards for maintenance of carbon monoxide alarms established in the Uniform Statewide Building Code (§ [36-97](#) et seq.);
10. Use reasonable efforts to maintain the dwelling unit and any other part of the premises that he occupies in such a condition as to prevent accumulation of moisture and the growth of mold, and to promptly notify the landlord of any moisture accumulation that occurs or of any visible evidence of mold discovered by the tenant;
11. Not paint or disturb painted surfaces or make alterations in the dwelling unit without the prior written approval of the landlord, provided that (i) the dwelling unit was constructed prior to 1978 and therefore requires the landlord to provide the tenant with lead-based paint disclosures and (ii) the landlord has provided the tenant with such disclosures and the rental agreement provides that the tenant is required to obtain the landlord's prior written approval before painting, disturbing painted surfaces, or making alterations in the dwelling unit;
12. Be responsible for his conduct and the conduct of other persons on the premises with his consent whether known by the tenant or not, to ensure that his neighbors' peaceful enjoyment of the premises will not be disturbed;
13. Abide by all reasonable rules and regulations imposed by the landlord; and
14. Be financially responsible for the added cost of treatment or extermination due to the tenant's unreasonable delay in reporting the existence of any insects or pests and be financially responsible for the cost of treatment or extermination due to the tenant's fault in failing to prevent infestation of any insects or pests in the area occupied.

B. If the duty imposed by subdivision A 1 is greater than any duty imposed by any other subdivision of that subsection, the tenant's duty shall be determined by reference to subdivision A 1.

1974, c. 680; 1987, c. 428; 1999, c. [80](#); 2000, c. [760](#); 2003, c. [355](#); 2004, c. [226](#); 2008, cc. [489](#), [617](#), [640](#); 2009, c. [663](#); 2011, c. [766](#); 2014, c. [632](#); 2016, c. [744](#); 2017, cc. [262](#), [730](#).

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