

WHEN LIFE GETS LEGAL

Tenant Rights & Rental Disputes

August 12, 2026
12pm - 1pm EST



Session Notes

Below is a summary of the topics and items discussed on the August 12, 2026 session of **When Life Gets Legal: Tenant Rights & Rental Disputes**, presented by Samuel Small, Esq.

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SESSION TOPICS

Understanding Your Lease | Rights & Responsibilities | Providing Proper Notice | Habitability & Mold Repairs & Maintenance | Security Deposits | Resolving Disputes | Evictions & Appeals

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UNDERSTANDING YOUR LEASE

- Signing a lease creates mutual assent — a binding agreement that controls each party's rights, responsibilities, and duties. Read it in full and ask a Legal Resources attorney about anything unclear before signing.
- The Virginia Residential Landlord and Tenant Act supersedes the lease. Any lease term that conflicts with the Act is severed and unenforceable, even if a large property management company tells you otherwise.
- If a lease term is not stated, the default tenancy in Virginia is month-to-month. A one-year term is most common; if a lease expires with no renewal clause, it converts to month-to-month automatically.

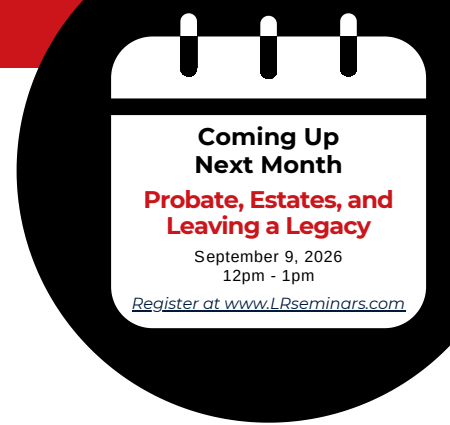
RIGHTS & RESPONSIBILITIES

- Pay your rent — and keep paying it. Even when the property has an unresolved problem, do not stop paying rent, as that waives valuable legal defenses.
- If an issue is not being resolved, the correct step is to file a Tenant's Assertion and Complaint and pay rent into the court's escrow. A landlord's equivalent filing is a Summons for Unlawful Detainer.
- Both tenant and landlord share a duty to keep the property habitable, and both must give proper notice of issues under the Act.

PROVIDING PROPER NOTICE

- Under the Act, notice generally must be in writing, delivered by regular mail or by hand, with the sender keeping sufficient proof (such as a certificate of service).
- Verbal or actual notice can count, but the person who gave it carries the burden of proving it was received — which is why written notice is always recommended.

- If the lease specifies a communication method (such as an online portal), use it and also send written notice. Keep a paper trail for every important communication.



HABITABILITY & MOLD

- Landlord habitability duties are outlined in Va. Code § 55.1-1220 (tenant duties mirror this in § 55.1-1227): follow housing codes, keep landlord-controlled areas clean and safe, prevent mold growth, and respond promptly to tenant notice.
- Landlords must remediate visible mold once given notice. However, if mold develops during the tenancy, tenant damages are generally capped at one month's rent — no bodily-injury claim.
- Exceptions allowing a bodily-injury or property-damage claim: (1) visible mold existed at the move-in inspection, or (2) the landlord committed an affirmative act of negligence during repairs that created or worsened a defective condition.
- At move-in (§ 55.1-1214) the landlord must disclose any visible mold. A "no visible mold" statement is presumed correct unless the tenant objects in writing within five days — so attend the inspection and document everything.

REPAIRS & MAINTENANCE

- Routine repairs include a non-smoking light fixture that stops working, a dead outlet with no burning smell, or a slightly dripping faucet.
- Emergencies include a burst pipe, any sign of electrical fire or smoke (call 911 first), or mold discovered after a failed repair.
- If repairs still are not made after proper notice, do not withhold rent — file a Tenant's Assertion, pay rent into escrow, and obtain a court date. The court can order the tenancy ended and award rent reimbursement. A demand letter from your attorney is a good first step.

SECURITY DEPOSITS

- A security deposit is a form of insurance for the landlord, typically about one month's rent, held in escrow. It is not the same as an application fee.
- At move-out it covers damage beyond reasonable wear and tear. Worn, dilapidated blinds are ordinary wear and tear; holes in walls, cigarette burns, or a dirty unit are chargeable damage.
- If a deposit is withheld without damage beyond wear and tear, contact a Legal Resources attorney. Landlords should document all damage with photos and video to justify any deductions.

EVICCTIONS & APPEALS

- Important change: for cases accruing on or after July 1, 2026, the "pay or quit" notice period increased from 5 days to 14 days (§ 55.1-1245(F)). If rent is unpaid, the landlord may terminate and file for unlawful detainer only after 14 days' written notice.
- After an order for possession there is a 10-day appeal window. File a Notice of Appeal at the clerk's office and pay the writ tax (about \$190) within 10 days.
- Appeal bond change: under § 16.1-107(B), a defendant found indigent (per § 19.2-159 guidelines) is no longer required to post an appeal bond in a civil case.

- On a perfected appeal, the tenant must still pay contracted rent by the 5th of each month; missing it lets the landlord obtain judgment and possession without a further hearing. Paying rent into the court preserves the chance to litigate a habitability counterclaim.
- Right of redemption: if eviction is for unpaid rent only, paying the full arrears (and late fees) before the sheriff executes the writ stops the eviction.

PROTECTING YOURSELF

- Read your lease carefully and note all required dates and deadlines.
- Keep every important communication in writing and preserve proof of delivery.
- Save all receipts and records, and take photos and video to document conditions — this is your evidence if a dispute reaches court.
- When in doubt, contact your Legal Resources attorney before acting.

Q&A HIGHLIGHTS

1. A purchaser bought a foreclosed property that remained occupied by an individual claiming ownership after the bank dismissed the foreclosure action.

This is not a standard landlord-tenant matter, but rather an issue involving mortgage and real property law. Resolving title and possession may require separate legal action, most likely in Circuit Court.

2. Is Virginia considered a landlord-friendly or tenant-friendly state?

Virginia is generally considered more landlord-friendly, although tenants have been afforded greater protections in certain areas, particularly involving habitability issues and the financial burdens associated with appeals. For example, an indigent defendant is no longer required to post an appeal bond.

3. Can a landlord require a tenant to carry insurance covering the full value of the home instead of standard renter's insurance?

Virginia law does not appear to prohibit a landlord from requiring a tenant to maintain security or insurance for liability purposes, regardless of the level of coverage. However, the combined amount of the security deposit, damage insurance premiums, and renter's insurance premiums required prior to the start of the tenancy may not exceed two months' periodic rent.

4. Does a lease automatically convert to a month-to-month tenancy when the fixed term expires without a new lease?

Generally, yes. If the lease expires and does not contain an automatic renewal provision, the default tenancy rules apply, and the tenancy generally converts to month-to-month when the tenant remains in possession.

5. Does email satisfy written notice requirements, and does notice sent to a property manager by email qualify?

Email may satisfy written notice requirements when permitted by the lease or applicable law. However, providing a physical copy with confirmation of delivery is typically the safest form of notice. When possible, providing both electronic notice, if permitted by the lease, and physical notice is recommended.

6. Are tenants responsible for utilities if required by the lease?

Yes. If the lease requires the tenant to pay certain utilities, those obligations should be fulfilled in accordance with the lease.

7. How are security deposits handled after move-out? Is interest owed after a long tenancy? What happens if the tenant purchases the home?

Virginia law establishes requirements for returning security deposits and providing an itemized list of lawful deductions. Residential landlords generally are not required to pay interest on security deposits. If the tenancy ends because the tenant purchases the home, the security deposit should generally be returned, subject to any lawful deductions.

8. How long does a landlord have to respond to maintenance requests, and what should a tenant do if repairs are delayed and create potential health concerns?

The appropriate response time depends on the severity of the issue, with health and safety concerns requiring more prompt attention. Tenants should document the condition and provide written notice to the landlord. If the landlord fails to take meaningful action, the tenant may need to pursue legal action.

9. Who is responsible for remediating a cockroach infestation that develops after occupancy?

Responsibility may depend on the cause of the infestation and the terms of the lease. However, landlords generally have a duty to maintain the property in a habitable condition.

10. Is placing rent into an escrow account preferable to withholding rent during a dispute?

Tenants should not simply stop paying rent. When pursuing remedies through a Tenant's Assertion and Complaint, failure to pay rent into escrow may result in the tenant waiving defenses or remedies that otherwise would have been available under Virginia law.

11. Can a property management company require an early lease renewal decision? Must a buyer honor an existing lease after purchasing a rental property?

These issues depend on the terms of the lease and applicable law. Generally, a purchaser acquires rental property subject to an existing valid lease.

12. What is the process for issuing a Virginia 21/30 Notice to Cure for excessive noise?

A 21/30 Notice to Cure generally gives a tenant 21 days to correct a lease violation and advises that the lease may terminate in 30 days if the violation is not corrected. Landlords must follow Virginia's statutory notice requirements, and repeated disturbances should be documented through written complaints and other available supporting evidence.

13. Can landlords charge for cosmetic scratches on appliances or assess charges related to renters insurance compliance?

Charges for property damage generally must relate to damage beyond normal wear and tear. Any charges associated with renter's insurance compliance depend on the terms of the lease.

14. Can a landlord continue collecting rent after a rental license has expired?

This depends on applicable state and local law. In some jurisdictions, an expired rental license may affect a landlord's legal rights and ability to enforce certain remedies.

ABOUT OUR SPEAKER:



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Samuel Small, Esq. is a Virginia-licensed attorney with the Byler Law Group. A graduate of Virginia Commonwealth University, he began working at the firm at age 19 and has practiced with a focus on tort law — injuries to persons and property — alongside a growing landlord-tenant practice. He is passionate about tenant and landlord rights under the Virginia Residential Landlord and Tenant Act, an area he describes as rapidly developing, and has secured significant results for clients, including a \$75,000 settlement against a major property management company.

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