

**VIRGINIA APARTMENT
MANAGEMENT ASSOCIATION'S**

VIRGINIA REDBOOK

SAMPLE

*Virginia's Legal Guide for Residential
Property Management*

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About the Editors



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Virginia Residential Landlord And Tenant Act

Code of Virginia. Chapter 13.2.

General Provisions.

§ 55-248.2. Short title. -- This chapter may be cited as the "Virginia Residential Landlord and Tenant Act." (1974, c. 680.)

§ 55-248.3. Purposes of chapter. -- The purposes of this chapter are to simplify, clarify, modernize and revise the law governing the rental of dwelling units and the rights and obligations of landlords and tenants; to encourage landlords and tenants to maintain and improve the quality of housing; and to establish a single body of law relating to landlord and tenant relations throughout the Commonwealth; provided, however, that nothing in this chapter shall prohibit a county, city or town from establishing a commission, reconciliatory in nature only, or designating an existing agency, which upon mutual agreement of the parties may mediate conflicts which may arise out of the application of this chapter, nor shall anything herein be deemed to prohibit an ordinance designed to effect compliance with local property maintenance codes. This chapter shall supersede all other local, county, or municipal ordinances or regulations concerning landlord and tenant relations and the leasing of residential property. (1974, c. 680; 1977, c. 427.)

Commentary: The Virginia Residential Landlord and Tenant Act (VRLTA) was passed by the Virginia General Assembly and became effective July 1, 1974. Incorporating much of the Uniform Landlord Tenant Act adopted in some other states, the VRLTA provides the legal framework for all multifamily dwelling units and many single family dwelling units leased to tenants in Virginia.

The VRLTA is a comprehensive body of law, but a landlord should not forget that other state, local and federal laws and regulations directly impact what can or cannot be done in a given situation. Management of rental of residential units is a complex business and requires education, skill and professionalism.

§ 55-248.3:1. Applicability of chapter. -- This chapter shall apply to all rental agreements entered into on or after July 1, 1974, which are not exempted pursuant to § 55-248.5, and all provisions thereof shall apply to all jurisdictions in the Commonwealth and may not be waived or otherwise modified, in whole or in part, by the governing body of any locality, its boards and commissions or other instrumentalities, or by the courts of the Commonwealth. (2000, c. 760; 2001, c. 416.)

Commentary: The VRLTA applies in every court in the Commonwealth and a judge is not authorized to refuse to apply the VRLTA in its entirety in a given case.

§ 55-248.4. Definitions. -- When used in this chapter, unless expressly stated otherwise:

"Action" means recoupment, counterclaim, set off, or other civil suit and any other proceeding in which rights are determined, including without limitation actions for possession, rent, unlawful detainer, unlawful entry, and distress for rent.

"Application deposit" means any refundable deposit of money, however denominated, including all money intended to be used as a security deposit under a rental agreement, or property, which is paid by a tenant to a landlord for the purpose of being considered as a tenant for a dwelling unit.

"Application fee" means any nonrefundable fee, which is paid by a tenant to a landlord for the purpose of being considered as a tenant for a dwelling unit. An application fee shall not exceed \$50, exclusive of any

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actual out-of-pocket expenses paid by the landlord to a third party performing background, credit, or other pre-occupancy checks on the applicant. However, where an application is being made for a dwelling unit which is a public housing unit or other housing unit subject to regulation by the Department of Housing and Urban Development, an application fee shall not exceed \$32, exclusive of any actual out-of-pocket expenses paid to a third party by the landlord performing background, credit, or other pre-occupancy checks on the applicant.

"Assignment" means the transfer by any tenant of all interests created by a rental agreement.

"Authorized occupant" means a person entitled to occupy a dwelling unit with the consent of the landlord, but who has not signed the rental agreement and therefore does not have the financial obligations as a tenant under the rental agreement.

"Building or housing code" means any law, ordinance or governmental regulation concerning fitness for habitation, or the construction, maintenance, operation, occupancy, use or appearance of any structure or that part of a structure that is used as a home, residence or sleeping place by one person who maintains a household or by two or more persons who maintain a common household.

"Commencement date of rental agreement" means the date upon which the tenant is entitled to occupy the dwelling unit as a tenant.

"Dwelling unit" means a structure or part of a structure that is used as a home or residence by one or more persons who maintain a household, including, but not limited to, a manufactured home.

"Effective date of rental agreement" means the date upon which the rental agreement is signed by the landlord and the tenant obligating each party to the terms and conditions of the rental agreement.

"Facility" means something that is built, constructed, installed or established to perform some particular function.

"Good faith" means honesty in fact in the conduct of the transaction concerned.

"Guest or invitee" means a person, other than the tenant or person authorized by the landlord to occupy the premises, who has the permission of the tenant to visit but not to occupy the premises.

"Interior of the dwelling unit" means the inside of the dwelling unit, consisting of interior walls, floor, and ceiling, that enclose the dwelling unit as conditioned space from the outside air.

"Landlord" means the owner, lessor or sublessor of the dwelling unit or the building of which such dwelling unit is a part. "Landlord" also includes a managing agent of the premises who fails to disclose the name of such owner, lessor or sublessor. Such managing agent shall be subject to the provisions of § 16.1-88.03. Landlord shall not, however, include a community land trust as defined in § 55-221.1.

"Managing agent" means a person authorized by the landlord to act on behalf of the landlord under an agreement.

"Mold remediation in accordance with professional standards" means mold remediation of that portion of the dwelling unit or premises affected by mold, or any personal property of the tenant affected by mold, performed consistent with guidance documents published by the United States Environmental Protection Agency, the U.S. Department of Housing and Urban Development, the American Conference of Governmental Industrial Hygienists (the Bioaerosols Manual), Standard Reference Guides of the Institute of Inspection, Cleaning and Restoration for Water Damage Restoration and Professional Mold Remediation, or any protocol for mold remediation prepared by an industrial hygienist consistent with said guidance documents.

"Natural person," wherever the chapter refers to an owner as a "natural person," includes co-owners who are natural persons, either as tenants in common, joint tenants, tenants in partnership, tenants by the entirety, trustees or beneficiaries of a trust, general partnerships, limited liability partnerships, registered limited liability partnerships or limited liability companies, or any lawful combination of natural persons permitted by law.

"Notice" means notice given in writing by either regular mail or hand delivery, with the sender retaining sufficient proof of having given such notice, which may be either a United States postal certificate of mailing or a certificate of service confirming such mailing prepared by the sender. However, a person shall be deemed to have notice of a fact if he has actual knowledge of it, he has received a verbal notice of it, or from all of the facts and circumstances known to him at the time in question, he has reason to know it exists. A person "notifies" or "gives" a notice or notification to another by taking steps reasonably calculated to inform another person whether or not the other person actually comes to know of it. If notice is given that is not in writing, the person giving the notice has the burden of proof to show that the notice was given to the recipient of the notice.

"Organization" means a corporation, government, governmental subdivision or agency, business trust, estate, trust, partnership or association, two or more persons having a joint or common interest, or any combination thereof, and any other legal or commercial entity.

"Owner" means one or more persons, jointly or severally, in whom is vested:

1. All or part of the legal title to the property, or
2. All or part of the beneficial ownership and a right to present use and enjoyment of the premises, and the term includes a mortgagee in possession.

"Person" means any individual, group of individuals, corporation, partnership, business trust, association or other legal entity, or any combination thereof.

"Premises" means a dwelling unit and the structure of which it is a part and facilities and appurtenances therein and grounds, areas and facilities held out for the use of tenants generally or whose use is promised to the tenant.

"Processing fee for payment of rent with bad check" means the processing fee specified in the rental agreement, not to exceed \$50, assessed by a landlord against a tenant for payment of rent with a check drawn by the tenant on which payment has been refused by the payor bank because the drawer had no account or insufficient funds.

"Readily accessible" means areas within the interior of the dwelling unit available for observation at the time of the move-in inspection that do not require removal of materials, personal property, equipment or similar items.

"Rent" means all money, other than a security deposit, owed or paid to the landlord under the rental agreement, including prepaid rent paid more than one month in advance of the rent due date.

"Rental agreement" or "lease agreement" means all agreements, written or oral, and valid rules and regulations adopted under § 55-248.17 embodying the terms and conditions concerning the use and occupancy of a dwelling unit and premises.

"Rental application" means the written application or similar document used by a landlord to determine if a prospective tenant is qualified to become a tenant of a dwelling unit. A landlord may charge an application fee as provided in this chapter and may request a prospective tenant to provide information that will enable the landlord to make such determination. The landlord may photocopy each applicant's driver's license or other similar photo identification, containing either the applicant's social security number or control number issued by the Department of Motor Vehicles pursuant to § 46.2-342. The

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landlord may require that each applicant provide a social security number issued by the U.S. Social Security Administration or an individual taxpayer identification number issued by the U.S. Internal Revenue Service, for the purpose of determining whether each applicant is eligible to become a tenant in the landlord's dwelling unit.

"Roomer" means a person occupying a dwelling unit that lacks a major bathroom or kitchen facility, in a structure where one or more major facilities are used in common by occupants of the dwelling unit and other dwelling units. Major facility in the case of a bathroom means toilet, and either a bath or shower, and in the case of a kitchen means refrigerator, stove or sink.

"Security deposit" means any refundable deposit of money that is furnished by a tenant to a landlord to secure the performance of the terms and conditions of a rental agreement, as a security for damages to the leased premises, or as a pet deposit. However, such money shall be deemed an application deposit until the commencement date of the rental agreement. Security deposit shall not include a damage insurance policy or renter's insurance policy as those terms are defined in § 55-248.7:2 purchased by a landlord to provide coverage for a tenant.

"Single-family residence" means a structure, other than a multi-family residential structure, maintained and used as a single dwelling unit or any dwelling unit which has direct access to a street or thoroughfare and shares neither heating facilities, hot water equipment nor any other essential facility or service with any other dwelling unit.

"Sublease" means the transfer by any tenant of any but not all interests created by a rental agreement.

"Tenant" means a person entitled only under the terms of a rental agreement to occupy a dwelling unit to the exclusion of others and shall include roomer. Tenant shall not include (i) an authorized occupant, (ii) a guest or invitee, or (iii) any person who guarantees or cosigns the payment of the financial obligations of a rental agreement but has no right to occupy a dwelling unit.

"Tenant records" means all information, including name, maintenance, and other records about a tenant or prospective tenant, whether such information is in written or electronic form or other medium.

"Utility" means electricity, natural gas, water and sewer provided by a public service corporation or such other person providing utility services as permitted under § 56-1.2. If the rental agreement so provides, a landlord may use submetering equipment or energy allocation equipment as defined in § 56-245.2, or a ratio utility billing system as defined in § 55-226.2.

"Visible evidence of mold" means the existence of mold in the dwelling unit that is visible to the naked eye by the landlord or tenant in areas within the interior of the dwelling unit readily accessible at the time of the move-in inspection.

"Written notice" means notice given in accordance with § 55-248.6, including any representation of words, letters, symbols, numbers, or figures, whether (i) printed in or inscribed on a tangible medium or (ii) stored in an electronic form or other medium, retrievable in a perceivable form, and regardless of whether an electronic signature authorized by Chapter 42.1 (§ 59.1-479 et seq.) of Title 59.1 is affixed. The landlord may, in accordance with a written agreement, delegate to a managing agent or other third party the responsibility of providing any written notice required by this chapter. (1974, c. 680; 1977, c. 427; 1987, c. 428; 1990, c. 55; 1991, c. 205; 1999, cc. 77, 258, 359, 390; 2000, cc. 760, 816; 2002, c. 531; 2003, cc. 355, 425, 855; 2004, c. 123; 2007, c. 634; 2008, cc. 489, 640; 2010, cc. 180, 550; 2012 cc 788.)

Commentary: These definitions are important, as they are the legal meaning of the words every time they appear in the VRLTA. You often use many of the words defined in this section in your day to day business. However, what the words mean to you conversationally may not be what they mean legally. The commentary references some key definitions, but your editors recommend you review each definition in the body of Section 55-248.4 carefully.

For example, rent means all payments to the landlord under the rental agreement other than security deposits. Therefore, rent includes late charges and damages. So if a tenant damages the front door to the

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The Virginia Landlord Tenant Act (VLTA) applies to all tenancies not under the purview of the Virginia Residential Landlord and Tenant Act (VRLTA). Further, the VLTA also applies to tenancies that are under the purview of the VRLTA where the VRLTA is silent on a particular issue. So, if a tenancy is covered by the VRLTA and both the VRLTA and the VLTA address a particular issue, the VRLTA is the applicable statute.

Code of Virginia. Chapter 13.

§ 55-217. Grantees and assignees to have same rights against lessees as lessors, etc. -- A grantee or assignee of any land let to lease, or of the reversion thereof, and his heirs, personal representative or assigns shall enjoy against the lessee, his personal representative or assigns, the like advantage, by action or entry for any forfeiture or by action upon any covenant or promise in the lease, which the grantor, assignor or lessor, or his heirs, might have enjoyed. (Code 1919, § 5512.)

Commentary: This section confirms that grantees and assignees shall have the same rights against a lessee of real property as would have the original lessor, who has since assigned or granted the rights to such properties to the grantees and assignees.

§ 55-218. Lessees, etc., to have same rights against grantees, etc., as against lessors. -- A lessee, his personal representative or assigns may have against a grantee or alienee of the reversion, or of any part thereof, his heirs or assigns, the like benefit of any condition, covenant or promise in the lease as he could have had against the lessors themselves and their heirs and assigns, except the benefit of any warranty, in deed or law. (Code 1919, § 5512.)

Commentary: This section is the converse of the above section wherein the lessee shall have the same rights against a grantee as the lessee would have against his original grantor.

§ 55-218.1. Appointment of resident agent by nonresident property owner; service of process, etc., on such agent or on Secretary of the Commonwealth. -- Any nonresident person as the term "person" is defined in § 55-248.4 of this title of the Commonwealth who owns and leases residential or commercial real property consisting of four or more units within a county or city in the Commonwealth shall have and continuously maintain an agent who is a resident and maintains a business office within the Commonwealth. Every lease executed by or on behalf of nonresident property owners regarding any such real property shall specifically designate such agent and the agent's office address for the purpose of service of any process, notice, order or demand required or permitted by law to be served upon such property owner.

Whenever any nonresident property owner fails to appoint or maintain an agent, as required herein, or whenever his agent cannot with reasonable diligence be found, then the Secretary of the Commonwealth shall be an agent of the nonresident property owner upon whom may be served any process, notice, order or demand. Service may be made on the Secretary or any of his staff at his office who shall forthwith cause it to be sent by registered or certified mail addressed to the property owner at his address as shown on the official tax records maintained by the locality where the property is located.

The name and office address of the agent appointed as provided herein shall be filed in the office of the clerk of the court in which deeds are recorded in the county or city wherein the property lies. Recordation shall be in the same book as certificates of fictitious names are recorded as provided by § 59.1-74 for which the clerk shall be entitled to a fee of \$10.

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No nonresident property owner shall maintain an action in the courts of the Commonwealth concerning property for which a designation is required hereunder until such designation has been filed. (1973, c. 301; 1987, c. 360; 2006, c. 318; 2008, c. 119.)

Commentary: This section addresses the issue of a non-resident landowner who owns or leases residential or commercial real property in the Commonwealth. This section requires that such non-resident owner have an agent who is a resident located in the area in which the property is leased so that such agent can accept service of process. If there is no such agent, the service can be made upon the Secretary of the Commonwealth. Further, the non-resident landowner's failure to appoint and maintain such an agent will result in the non-resident property owner not being able to maintain an action in the courts of the Commonwealth.

Please note that a person who lives in Maryland but who owns real property subject to this section through a Virginia Limited Liability Company (LLC) is a Virginia resident for purposes of this section.

§ 55-219. Apportionment on purchase of part of land by holder of rent, etc. -- When the holder of a rent shall purchase part of the land out of which the same issues, the rent shall be apportioned in like manner as if the land had come to him by descent; and when the holder of land, being part of land out of which a rent shall be issuing, shall purchase such rent or part thereof, the rent so purchased shall be apportioned as aforesaid. (Code 1919, § 5547.)

Commentary: This section addresses apportioning or reducing the rent in situations where the lessee buys part of the leased property.

§ 55-220. What powers to pass to grantee or devisee; when attornment unnecessary. -- In conveyances or devises of rents in fee, with powers of distress and reentry, or either of them, such powers shall pass to the grantee or devisee, with the express words. A grant or devise of a rent, or of a reversion or remainder, shall be good and effectual without attornment of a tenant; but no tenant who, before notice of the grant, shall have paid the rent to the grantor shall suffer any damage thereby. (Code 1919, § 5514.)

Commentary: In the event of a death of an individual receiving rent payments, the right to receive the rental payments passes to the legal heirs even if the will does not so expressly provide.

§ 55-220.1. Perfection of lien or interest in leases, rents and profits. -- The recordation pursuant to § 55-106, in the county or city in which the real property is located, of any deed, deed of trust or other instrument granting, transferring or assigning the interest of the grantor, transferor, assignor, pledgor or lessor in leases, rents or profits arising from the real property described in such deed, deed of trust or other instrument, shall fully perfect the interest of the grantee, transferee, pledgee or assignee as to the assignor and all third parties without the necessity of (i) furnishing notice to the assignor or lessee, (ii) obtaining possession of the real property, (iii) impounding the rents, (iv) securing the appointment of a receiver, or (v) taking any other affirmative action. The lessee is authorized to pay the assignor until the lessee receives written notification that rents due or to become due have been assigned and that payment is to be made to the assignee. This section shall apply to all instruments of record before, on or after July 1, 1992. (1992, c. 67; 1993, c. 427.)

§ 55-221. When attornment void. -- The attornment of a tenant to any stranger shall be void, unless it be with the consent of the landlord of such tenant or pursuant to or in consequence of the judgment, order or decree of a court. (Code 1919, § 5515.)

§ 55-221.1. Community land trusts not considered landlords. -- For the purposes of this chapter, the term "landlord" shall not include a community land trust. "Community land trust" means a community

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Default Judgments

§ 8.01-15.2. Servicemembers Civil Relief Act; default judgment.

- A. Notwithstanding the provisions of § 8.01-428, in any civil action or proceeding in which the defendant does not make an appearance, the court shall not enter a judgment by default until the plaintiff files with the court an affidavit (i) stating whether or not the defendant is in military service and showing necessary facts to support the affidavit; or (ii) if the plaintiff is unable to determine whether or not the defendant is in military service, stating that the plaintiff is unable to determine whether or not the defendant is in military service. Subject to the provisions of § 8.01-3, the Supreme Court shall prescribe the form of such affidavit, or the requirement for an affidavit may be satisfied by a written statement, declaration, verification or certificate, subscribed and certified or declared to be true under penalty of perjury. Any judgment by default entered by any court in any civil action or proceeding in violation of Article 2 of the Servicemembers Civil Relief Act (50 U.S.C. app. § 527 et seq.) may be set aside as provided by the Act. Failure to file an affidavit shall not constitute grounds to set aside an otherwise valid default judgment against a defendant who was not, at the time of service of process or entry of default judgment, a servicemember for the purposes of 50 U.S.C. app. § 502.
- B. Where appointment of counsel is required pursuant to 50 U.S.C. app. § 521 or 522, the court may assess attorneys' fees and costs against any party as the court deems appropriate, and shall direct in its order which of the parties to the case shall pay such fees and costs. Such fees and costs shall not be assessed against the Commonwealth unless it is the party that obtains the judgment. (2004, c. 381; 2005, c. 909.)

Commentary: This section provides that the Judge can award the attorneys fees as against any party in a case involving the SCRA.

§ 8.01-27.1. Additional recovery in certain civil actions concerning checks.

- A. Except as otherwise provided in Chapter 13 (§ 55-217 et seq.) or Chapter 13.2 (§ 55-248.2 et seq.) of Title 55, in any civil claim or action made or brought against the drawer of a check, draft or order, payment of which has been refused by the drawee depository because of lack of funds in or credit with such drawee depository, or because such check, draft or order was returned because of a stop-payment order placed in bad faith on the check, draft or order by the drawer, the holder or his agent shall be entitled to claim, in addition to the face amount of the check (i) legal interest from the date of the check, (ii) the protest or bad check return fee, if any, charged to the holder by his bank or other depository, (iii) a processing charge of \$50, and (iv) reasonable attorney's fees if awarded by the court.
- B. Except as otherwise provided in Chapter 13 (§ 55-217 et seq.) or Chapter 13.2 (§ 55-248.2 et seq.) of Title 55, any holder of a check, draft or order, payment of which has been refused by the drawee for insufficient funds or credit or because of a stop-payment order placed in bad faith, who charges the drawer amounts in excess of those authorized in subsection A on account of payment being so refused shall, upon demand, be liable to the drawer for the lesser of (i) \$50 plus the excess of the authorized amount or (ii) twice the amount charged in excess of the authorized amount. (1981, c. 230; 1992, c. 238; 1996, c. 334; 2003, c. 233; 2008, c. 489; 2009, c. 182.)

Commentary: See commentary below for Section 8.01-27.2

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§ 8.01-27.2. Civil recovery for giving bad check. -- Except as otherwise provided in Chapter 13 (§ 55-217 et seq.) or Chapter 13.2 (§ 55-248.2 et seq.) of Title 55, in the event a check, draft or order, the payment of which has been refused by the drawee because of lack of funds in or credit with such drawee, is not paid in full within thirty days after receipt by the drawer of (i) written notice by registered, certified, or regular mail with the sender retaining an affidavit of service of mailing or other sufficient proof of mailing, which may be a U.S. Postal Certificate of Mailing or (ii) if for nonpayment of rent under § 55-225 or 55-248.31, written notice in accordance therewith, from the payee that the check, draft or order has been returned unpaid, the payee may recover from the drawer in a civil action brought by the filing of a warrant in debt, the lesser of \$250 or three times the amount of the check, draft or order. The amount recovered as authorized by this section shall be in addition to the amounts authorized for recovery under § 8.01-27.1. No action may be initiated under this section if any action has been initiated under § 18.2-181. The drawer shall be obligated to pay the cost of service and the cost of mailing, as applicable. (1985, c. 579; 1988, c. 433; 1992, c. 501; 2002, c. 763; 2008, c. 489.)

Commentary: This section combined with provisions of the VRLTA (see commentary to Section 55-248.4) permits the following three categories to be addressed in landlord documents:

1. A "bad check fee", which permits the landlord to recover the amount charged by the landlord's bank for the tenant's bad check, which is usually somewhere in the range of \$35.00 to \$50.00.
2. A \$50 administrative charge in addition to what the bank charges the landlord, to cover the landlord's administrative time in handling the bad check given by the tenant. The cap on the administrative charge is \$50.00. This authority is contained in the definition of "Processing fee for payment of rent with bad check" in Section 55-248.4.
3. A civil penalty in the amount of the lesser of \$250.00 or three times the amount of the check pursuant to Section 8.01-27.2. The authority to include this claim on the landlord's unlawful detainer is set out in Section 55.248.31(f) in the last sentence which expressly authorizes a landlord to seek this civil penalty as part of an unlawful detainer filed pursuant to Section 8.0

§ 8.01-428. Setting aside default judgments, clerical mistakes, independent actions to relieve party from judgment or proceedings; grounds and time limitations.

- A. Default judgments and decrees pro confesso; summary procedure. - Upon motion of the plaintiff or judgment debtor and after reasonable notice to the opposite party, his attorney of record or other agent, the court may set aside a judgment by default or a decree pro confesso upon the following grounds: (i) fraud on the court, (ii) a void judgment, (iii) on proof of an accord and satisfaction, or (iv) on proof that the defendant was, at the time of service of process or entry of judgment, a person in the military service of the United States for purposes of 50 U.S.C. app. § 502. Such motion on the ground of fraud on the court shall be made within two years from the date of the judgment or decree.
- B. Clerical mistakes. - Clerical mistakes in all judgments or other parts of the record and errors therein arising from oversight or from an inadvertent omission may be corrected by the court at any time on its own initiative or upon the motion of any party and after such notice, as the court may order. During the pendency of an appeal, such mistakes may be corrected before the appeal is docketed in the appellate court, and thereafter while the appeal is pending such mistakes may be corrected with leave of the appellate court.
- C. Failure to notify party or counsel of final order. - If counsel, or a party not represented by counsel, who is not in default in a circuit court is not notified by any means of the entry of a final order and the circuit court is satisfied that such lack of notice (i) did not result from a failure to exercise due diligence on the part of that party and (ii) denied that party an opportunity to pursue post-trial relief in the circuit court or to file an appeal therefrom, the circuit court may, within 60 days of the entry of such order, modify, vacate, or suspend the order or grant the party leave to appeal. Where the circuit court grants the party leave to appeal, the computation of time for noting and perfecting an appeal shall run from the entry of such order, and such order shall have no other effect.

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- D. Other judgments or proceedings. - This section does not limit the power of the court to entertain at any time an independent action to relieve a party from any judgment or proceeding, or to grant relief to a defendant not served with process as provided in § 8.01-322, or to set aside a judgment or decree for fraud upon the court.
- E. Nothing in this section shall constitute grounds to set aside an otherwise valid default judgment against a defendant who was not, at the time of service of process or entry of judgment, a servicemember for purposes of 50 U.S.C. app. § 502. (1977, c. 617; 1991, c. 39; 1993, c. 951; 2005, cc. 333, 909.)

Commentary: In the event that a judgment is obtained in error or if the parties settle the matter in controversy after a judgment is entered, a party may file a motion to vacate the judgment. This motion will request that the court reopen its file and vacate the judgment entered. The effect of this procedure will be to terminate any further rights afforded the parties relative to the judgment. This section is sometimes used by attorneys for tenants just before eviction when the ten day appeal period has expired since the motion is effective for 30 days after judgment, but can be successfully defeated by landlord's legal counsel. If such a motion is filed in one of your cases, please contact competent legal counsel.

Unlawful Detainer Actions

§ 8.01-124. Motion for judgment in circuit court for unlawful entry or detainer. -- If any forcible or unlawful entry be made upon lands, or if, when the entry is lawful and peaceable, the tenant shall detain the possession of land after the right has expired, without the consent of him who is entitled to the possession, the party so turned out of possession, no matter what right of title he had thereto, or the party against whom such possession is unlawfully detained may file a motion for judgment in the circuit court alleging that the defendant is in possession and unlawfully withholds from the plaintiff the premises in question. (Code 1950, § 8-789; 1954, c. 549; 1975, c. 235; 1977, c. 617.)

§ 8.01-125. When summons returnable to circuit court: jury. -- When the action is commenced in the circuit court, the summons is returnable there to and upon application of either party trial by jury shall be had. (Code 1950, § 8-792, c. 333; 1975, c. 271; 1977, c. 617.)

§ 8.01-126. Summons for unlawful detainer issued by magistrate or clerk or judge of a general district court.

- A. In any case when possession of any house, land or tenement is unlawfully detained by the person in possession thereof, the landlord, his agent, attorney, or other person, entitled to the possession may present to a magistrate or a clerk or judge of a general district court a statement under oath of the facts which authorize the removal of the tenant or other person in possession, describing such premises; and thereupon such magistrate, clerk or judge shall issue his summons against the person or persons named in such affidavit. The process issued upon any such summons issued by a magistrate, clerk or judge may be served as provided in § 8.01-293, 8.01-296 or 8.01-299. When issued by a magistrate it may be returned to and the case heard and determined by the judge of a general district court. If the summons for unlawful detainer is filed to terminate a tenancy pursuant to the Virginia Residential Landlord Tenant Act (§ 55-248.2 et seq.), the initial hearing on such summons shall occur as soon as practicable, but not more than 21 days from the date of filing. If the case cannot be heard within 21 days from the date of filing, the initial hearing shall be held as soon as practicable. If the plaintiff requests that the initial hearing be set on a date later than 21 days from the date of filing, the initial hearing shall be set on a date the plaintiff is available that is also available for the court. Such summons shall be served at least 10 days before the return day thereof.
- B. Notwithstanding any other rule of court or provisions of law to the contrary, the plaintiff in an unlawful detainer case may submit into evidence a photocopy of a properly executed paper document or paper printout of an electronically stored document including a copy of the original lease or other documents, provided that the plaintiff provides an affidavit or sworn testimony that the copy of such document is a true and accurate copy of the original lease. (Code 1950, § 8-791; 1954, c. 333; 1966,

Virginia General District Court Civil Forms

This section includes a sample of General District Court Civil forms that a property manager may need to use in the context of the landlord-tenant relationship. All of these forms may be accessed on-line through the Virginia Courts' website at <http://www.courts.state.va.us/forms/district/civil.html>.

1. Form DC-412 Warrant in Debt
2. Form DC-413 Certificate of Mailing Posted Service
3. Form DC-417 Order for Stay - Servicemembers Civil Relief Act
4. Form DC-421 Summons for Unlawful Detainer
5. Form DC-422 Notice of Hearing to Establish Final Rent and Damages
6. Form DC-450 Suggestion for Summons In Garnishment
7. Form DC-451 Garnishment Summons
8. Form DC-454 Notice to Judgment Debtor – How to Claim Exemptions from Garnishment
9. Form DC-469 Request for Writ of Possession in Unlawful Detainer Proceedings

SAMPLE

WARRANT IN DEBT (CIVIL CLAIM FOR MONEY)
 Commonwealth of Virginia VA CODE §16.1-29

General District Court
 CITY OR COUNTY
 JUDICIAL DISTRICT OF COUNTY

TO ANY AUTHORIZED OFFICER: You are hereby commanded to summon the Defendant(s) TO THE DEFENDANT(S). You are summoned to appear before this Court at the above address on [LEAVE BLANK THIS] to answer the Plaintiff(s)' civil claim (see below)

DATE WHEN: [] cause [] summary cause [] summary
 CLAIM: Plaintiff(s) claim that Defendant(s) owe Plaintiff(s) a debt in the sum of

\$ net of any credits, with interest at % from date of until \$ costs and \$ attorney's fees with the basis of this claim being

[] Open Account [] Contract [] Note [] Other (EXPLAIN)

HOMESTEAD EXEMPTION WAIVER? [] YES [] NO [] cannot be demanded

CASE DISPOSITION [] JUDGMENT AGAINST [] named Defendant(s) []

JUDGMENT against [] named Defendant(s) [] for \$ net of any credits, with interest at % from date of until paid, \$ costs and \$ attorney's fees

HOMESTEAD EXEMPTION WAIVER? [] YES [] NO [] CANNOT BE DEMANDED
 [] JUDGMENT FOR [] NAMED DEFENDANT(S) []
 [] NON-SUIT [] DISMISSED

Defendant(s) Present? [] YES [] NO
 DATE: _____ TIME: _____

FORM DC-412 (PAGE ONE OF TWO) FPM:RTR



CASE NO.
 PLAINTIFF(S) NAME, STREET NAME, ADDRESS
 V.
 DEFENDANT(S) NAME, STREET NAME, ADDRESS

WARRANT IN DEBT

TO DEFENDANT: You are not required to appear, however, in fail to appear, judgment may be entered against you. See the attached notice on the reverse about requesting a change of location.

To dispute this claim, you must appear on the return date to try this case. If you fail to appear, judgment may be entered against you. See the attached notice on the reverse about requesting a change of location.

It of Defendant(s) RECEIVED DATE
 Plaintiff RECEIVED DATE

ATTORNEY FOR DEFENDANT(S)
 ATTORNEY FOR PLAINTIFF(S)

HEARING DATE AND TIME

JUDGMENT PAID OR SATISFIED PURSUANT TO ATTACHED NOTICE OF SATISFACTION

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

CERTIFICATE OF MAILING POSTED SERVICE

Commonwealth of Virginia VA. CODE § 8.01-296(2)(b)

Case No. _____

Return date or
Continued to _____

- General District Court
- Juvenile and Domestic Relations District Court

CITY OR COUNTY

PLAINTIFF/PETITIONER

In re/s.

DEFENDANT(S)/RESPONDENT(S)

Check the box for the method which you used for mailing in compliance with Virginia Code § 8.01-296(2)(b).

- 1. If mailed after civil warrant is issued (signed) by clerk/magistrate or the summons with petition attached is issued by the juvenile and domestic relations district court clerk:

I certify that I mailed a copy of the process to the defendant(s) named above on

_____ day of _____, _____ at the address given on the original process.

 ATTORNEY PLAINTIFF AGENT

The following process would comply with this method:

- A. The clerk of the court will furnish you with a copy of the process.**
- B. You must mail a copy of the process not less than ten days before trial when judgment by default may be entered.
- C. A certificate, to be prepared by the plaintiff, that a copy of this process has been mailed must be mailed in the Clerk's Office on or before the return date or the date to which the case has been continued.
- D. The certificate must set forth that you have mailed a copy of the process not less than ten days before judgment by default may be entered.

** If you furnish us a self-addressed envelope with proper postage addressed to you, we will mail the service copies which you must mail to each defendant (regular mail).

- 2. If mailed before civil warrant is issued by clerk/magistrate:

I certify that I mailed a copy of the pleading which contains the date, time and place of the return prior to the filing the pleading in the general district court to the defendant(s) named above on

_____ day of _____, _____ at the address given on the original process.

 ATTORNEY PLAINTIFF AGENT

ORDER FOR STAY -
SERVICEMEMBERS CIVIL RELIEF ACT
Commonwealth of Virginia

Case No. _____

Circuit Court General District Court
 Juvenile and Domestic Relations District Court

CITY OR COUNTY

v./In re: _____

AUTOMATIC STAY

Pursuant to the Servicemembers Civil Relief Act, Section 201, (50 U.S.C. app. § 521), the court having found that (1) defendant/respondent is in military service and (2) the defendant/respondent has not made an appearance in this case, the court ORDERS a stay of default proceedings *sua sponte* on application of the servicemember's appointed attorney for not less than 90 days based on the following determination:

there may be a defense to the action and a proper defense cannot be presented without the defendant/respondent.

OR

after due diligence, the attorney for the servicemember has been unable to contact the defendant/respondent or otherwise determine if a meritorious defense exists.

Pursuant to the Servicemembers Civil Relief Act, Section 202, (50 U.S.C. app. § 522), the court having found that plaintiff/petitioner defendant/respondent is in military service or is within 90 days after termination of or release from military service and, upon application of the aforementioned servicemember, the court ORDERS a stay of the civil action or proceeding for not less than 90 days based on the following:

A statement setting forth facts stating the manner in which current military duty requirements materially affect the applicant's ability to appear and stating a date when the applicant will be available to appear.

AND

A statement from the applicant's commanding officer stating that the applicant's current military duty prevents appearance and that military leave is not authorized for the applicant at the time of the statement.

DISCRETIONARY STAY

Pursuant to the Servicemembers Civil Relief Act, Section 202, (50 U.S.C. app. § 522), the court having found that plaintiff/petitioner defendant/respondent is in military service or is within 90 days after termination of or release from military service and that the aforementioned servicemember has received notice of the civil action or proceedings, the court, *sua sponte*, ORDERS a stay of the civil action or proceedings for not less than 90 days based on the following:

A statement setting forth facts stating the manner in which current military duty requirements materially affect the servicemember's ability to appear and stating a date when the servicemember will be available to appear.

AND

A statement from the servicemember's commanding officer stating that the servicemember's current military duty prevents appearance and that military leave is not authorized for the servicemember at the time of the statement.

A stay of the proceedings is therefore granted until _____

(PRINT READER'S DATE AND TIME)

DATE

TIME

SUMMONS FOR UNLAWFUL DETAINER
(LEVEL CLAIM FOR EVICTION)

VA CODE § 8.01-126
Commonwealth of Virginia
General District Court

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

to answer the civil claim

CLAIM AND AFFIDAVIT: That Defendant(s) unlawfully obtains and withhold from Plaintiff(s)

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

unpaid rent unpaid fee and \$ and interest and damages have been incurred as follows:

and \$ cost and \$ civil penalty and \$ attorney's fees

All required notices have been given

Subscribed and sworn to before me this _____ day of _____ 20____

CASE DISPOSITION
 JUDGMENT that Plaintiff(s) recover against named DEFENDANT(S)
 possession of the premises described above pursuant to § 8.01-128
 A hearing shall be held on _____ to establish final rent and damages.
 Immediate writ of possession authorized pursuant to Virginia Code
 § 8.01-129 based upon a judgment of default for a trustee's deed following foreclosure
 § 85-2-43 or § 85-2-48.34.1.
DEFENDANT(S) PRESENT? YES NO

and \$ _____ with interest _____
and \$ _____ late fee and \$ _____ damages and _____
HOMESTEAD EXEMPTION WAIVED? YES NO CANON? BE DEMANDDED
 JUDGMENT FOR NAMED DEFENDANT(S)
 NON-SUIT DISMISSED DEFENDANT(S) PRESENT? YES NO

CASE NO. _____

PLAINTIFF(S) NAME, COURT ADDRESS

v.

DEFENDANT(S) NAME, COURT ADDRESS

TO DEFENDANT: You are not required to appear if you fail to appear, judgment may be entered against you. See the additional notice on the reverse of this summons for a change of trial location and your right to request a change of trial location and your right to request a change of trial location through payment of a fee.

To appear in this case, you must appear on the return date by this case. If you fail to appear and a default judgment is entered against you, a writ of possession may be issued immediately for possession of the premises.

Particulars ordered: _____
of Defendant ordered: _____
A VERGEMENY (FOR PLAINTIFF(S)) _____

ATTORNEY FOR DEFENDANT(S) _____

DISABILITY ACCOMMODATIONS for those of vision, hearing, mobility, etc. Contact the court clerk of the _____

HEARING DATE AND TIME _____

Redemption tender possible: continued to _____

Defendant must pay \$ _____ into the court to be held in escrow by _____

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

MONETARY JUDGMENT PAID OR SATISFIED PURSUANT TO ATTACHED NOTICE OF SATISFACTION
DATE: _____
CASE: _____



To the Defendant(s):

(1) The preferred location for an Unlawful Detainer action is the city or county where the premises are located. If the plaintiff has filed this case in a city or county other than where the property you rent is located, you may object to the location. The court may transfer the case to the preferred location, if the court agrees with you. The court will award costs to you and may award attorney's fees to you if the court agrees with your objection. To object to the location of the suit, you must do the following:

- Prepare a written request which contains (a) this court's name, (b) the case number and the "return date" as shown on the other side of this form on the left column under the words "TO THE DEFENDANT(S)," (c) Plaintiff(s)' name(s) and your name(s), (d) "I move to object to venue of this case in this court because" and state the reasons for your objection and also state in which city or county the case should be tried, and (e) your signature and mailing address.
 - File the written request at the clerk's office before the trial date (use the mail at your own risk) or give it to the judge when your case is called on the return date. Also send or deliver a copy to the plaintiff.
 - If you mail your written request to the court, the clerk will notify you of the judge's decision.
- (2) If you pay all rent and arrears, attorney's fees, late charges contracted for on a written rental agreement, interest and costs at or before the return date and time, you may prevent this unlawful detainer action pursuant to Virginia Code § 55-243. You may exercise this right only once every 12 months that you continue to live in the same place.
- (3) You may tell your landlord that you want another person to receive a copy of this summons, and the landlord shall send a copy to that person. However, the person you identify will not, by receiving a copy of the summons, become a party to the case or be able to challenge the landlord's actions on your behalf. Virginia Code § 55-248.9-1.

I certify that I mailed 9 copy of this document to the defendant(s) named therein at the address show therein on:

DATE _____

READERTYPE PLAINTIFF'S ATTORNEY

If, for, issued on _____

Interrogatories issued on _____

Dismissment issued on _____

FORM DC-421 (REVISED) 7/06

RETURN: Each defendant was served according to how so indicated below, unless not found.

Name _____

Address _____

Personal Service Tel. No. _____

Being unable to make personal service, a copy was delivered in the following manner:
 Delivered to family member (not temporary sequester or guest) (age 16 or older at usual place of abode; address listed above. (Other authorized recipient not found.)
 Served on the Secretary of the Commonwealth.
 _____ for _____

Being unable to make personal service, a copy was delivered in the following manner:
 Delivered to family member (not temporary sequester or guest) (age 16 or older at usual place of abode; address listed above. (Other authorized recipient not found.)
 Served on the Secretary of the Commonwealth.
 _____ for _____

Address _____

Being unable to make personal service, a copy was delivered in the following manner:
 Delivered to family member (not temporary sequester or guest) (age 16 or older at usual place of abode; address listed above. (Other authorized recipient not found.)
 Served on the Secretary of the Commonwealth.
 _____ for _____

Not found _____

_____ for _____



NOTICE OF HEARING TO ESTABLISH FINAL RENT AND DAMAGES

Commonwealth of Virginia Va. Code § 8.04-128

Case No. _____

[] Circuit Court
[] General District Court

CITY OR COUNTY

COURT ADDRESS

This notice is filed in connection with Case No. _____

PLAINTIFF

V.

DEFENDANT

The plaintiff hereby gives notice to the defendant/respondent that, because of a hearing on

upon a Summons for Unlawful Detainer for

DATE

ADDRESS/DESCRIPTION OF DETAINED PROPERTY

at which the above named court granted a final, appealable judgment for possession of the property unlawfully entered or detained, a writ of possession for the premises, and upon the continuance of the case, another hearing will be held on

establish final rent and damages the plaintiff will receive for the period from DATE TIME to DATE TIME
\$ TORTIOUS DAMAGE COSTS IN ADDITION TO RENT DAMAGES FOR
and \$ REASONABLE ATTORNEY'S FEES
and \$ COSTS AND ATTORNEY'S FEES [] See attached sheet for itemized damages.

Total rent and damages claimed \$ _____

The plaintiff further notifies the defendant/respondent that the plaintiff seeks judgment in the amount(s) specified above.

The undersigned hereby certifies to mailing this notice to the defendant at the defendant's last known address of _____

on DATE (must be at least 15 days prior to the continuance date specified above).

A copy of this notice has been filed with the court.

DATE

[] PLAINTIFF [] PLAINTIFF'S ATTORNEY

FIRST NAME

ADDRESS/TELEPHONE NUMBER OF SIGNATOR

Form DC-450

SUGGESTION FOR SUMMONS IN GARNISHMENT
Commonwealth of Virginia, No. Case 1 Jan-11

CITY OF DOCKERY

General District Court

STATEMENT

\$ Judgment Prescribed

Credits (see reverse)

Interest at _____ % to return due

Judgment Costs

Attorney's Fee

Garnishment Costs

\$ 0.00 Total Balance Due

The garnishee shall rely on the amount

I request the Court to summon the Suggested Garnishee to answer this suggestion

This is a garnishment against (check only one) the judgment debtor's wages, salary or other earnings some other debt due or

property of the judgment debtor, specifically I have reason to believe that there is a liability on the suggested garnishee because of the execution on the described above, whose

involves a business, trade or professional credit transaction entered into on or after January 1, 1994

does not involve a business, trade or professional credit transaction entered into on or after January 1, 1994

represents that he or she has made a diligent good faith effort to secure the social security number of the judgment debtor

and has been unable to do so:

- (1) The summons is based upon a judgment upon which a prior summons has been issued but not fully satisfied
- (2) No summons has been issued upon this judgment creditor's suggestion against the same judgment debtor within a period of eighteen months, other than a summons which was based upon a judgment upon which a prior summons has been issued but not fully satisfied, or
- (3) The summons is based upon a judgment granted against a debtor upon a debt due or made for necessary food, fuel or medical public utility (including telephone service, cable, or medical) bills assigned to the judgment debtor or to one of his or her lawful dependents, and that it was not for the business or nonbusiness, or
- (4) The summons is based upon a judgment for a debt due the judgment creditor to reimburse a health care provider for a health care service rendered to the judgment debtor by a health care provider, or
- (5) The summons is based upon a judgment on an obligation incurred as an endorser or co-maker upon a lawful note, or

I hereby certify that the last known address of the defendant is as shown or right

ORIGINAL JUDGMENT

DATE OF JUDGMENT DATE EXECUTION ORDERED

MAXIMUM PORTION OF DISPOSABLE EARNINGS SUBJECT TO GARNISHMENT

Support (if not specified then 5%)

54% 55% 60% 60%

If none of the above are checked, then § 4-23(a) applies (a plain language interpretation of this section is on the reverse of the form).

DATE SUBMITTED

PROPOSER CREDITOR AGENT ATTORNEY

WARNING: Any judgment creditor who lawfully gives false information in a Suggestion for Garnishment shall be guilty of a class 1 misdemeanor.

FORM DC-450 (REV. 7-99)

CASE NO. RETURN DATE

SUGGESTION FOR SUMMONS IN GARNISHMENT

PROPOSER CREDITOR'S NAME

STREET ADDRESS

CITY STATE ZIP

TELEPHONE NUMBER

PROPOSER CREDITOR'S ATTORNEY'S NAME

STREET ADDRESS

CITY STATE ZIP

TELEPHONE NUMBER

DEBTOUR CREDITOR'S NAME

STREET ADDRESS

CITY STATE ZIP

SOCIAL SECURITY NUMBER TELEPHONE NUMBER

PROPOSER CREDITOR'S NAME (SEE REVERSE)

STREET ADDRESS

CITY STATE ZIP

TELEPHONE NUMBER

If garnishee is judgment debtor's employer, please furnish employer's name, and state whether it is a corporation, or one or more persons trading under a fictitious or trade name.

INSTRUCTIONS TO JUDGMENT CREDITOR:

Show how these credits were computed on this side of this form or on an attached sheet of paper.
You should show:

- Date and amount of each payment.
- How interest is computed.
- How payments are credited.

SAMPLE

PSM1105-19 (PAGE TWO) OF TMS-494.R07

The following statement is not the law but is an interpretation of the law which is intended to assist those who must respond to this garnishment. You may rely on this only for general guidance because the law itself is the final word. (Revised final law, § 34-29 of the Code of Virginia, for a full explanation. A copy of § 34-29 is available at the Clerk's office. If you do not understand the law, call a lawyer for help.)

An employer may take as much as 25 percent of an employee's disposable earnings to satisfy this garnishment. (But if any employee makes the minimum wage or less for his week's earnings, the employer will ordinarily get to keep 40 times the minimum hourly wage.)

But an employer may withhold a different amount of money from that above if:

- (1) The employee must pay child support or spousal support and was ordered to do so by a court procedure or other legal procedure. No more than 65 percent of an employee's earnings may be withheld for support.
- (2) Money is withheld by order of a bankruptcy court, or
- (3) Money is withheld for a tax debt.

"Disposable earnings" means the money an employee makes "after taxes" and after other amounts that by law to be withheld are subtracted. Earnings can be salary, hourly wages, commissions, bonuses, payments from a pension, or retirement, whether paid directly to the employee or not.

If an employee tries to transfer, assign or in any way give his earnings to another person to avoid the garnishment, it will not be legal. Earnings are still earnings. Financial institutions that receive an employer's paycheck by direct deposit do not have to determine what part of a person's earnings can be garnished.

CAME TO HAND

LAST AND FIRST NAME _____

SIGNATURE _____

NOTE:
Return of Writ of Fieri Facias to be used if no filices found otherwise, use appropriate sections of DC-407, Writ or Fieri Facias.

NO EFFECTS FOUND

DATE _____

SIGNATURE _____

DEPUTY SHERIFF _____

FORM DC-401 (REVISED 1/07)

RETURN: The judgment debtor has served, according to law, as indicated below, unless noted, with a copy of both this summons and the § 8-601 form _____

ADDRESS _____

PERSONAL SERVICE

Being unable to make personal service, I was directed in the following manner:
 Delivered to sheriff or other law enforcement officer or other person named above after getting acknowledgment of receipt. Last name, age of recipient, and location of recipient to party named above.

Posted on front door or such other door as appears to be the usual entrance of usual place of abode, address listed above. (Other authorized recipient not found.)

Served on Secretary of the Commonwealth.

Not found

DATE OF SERVICE _____ for _____

RETURN: The following garnishee was served, according to law, as indicated below, unless not found.

GARNISHEE _____

ADDRESS _____

PERSONAL SERVICE FEDERAL SERVICE

Being unable to make personal service, a copy was delivered in the following manner:
 Served on registered agent of the corporation. Last name and title.

Delivered to fourth member of partnership, partner, or partner's agent (5 or older at usual place of abode or party named above after getting acknowledgment of receipt. Last name, age of recipient, and location of recipient to party named above.

Posted on front door or such other door as appears to be the usual entrance of usual place of abode, address listed above. (Other authorized recipient not found.)

Served on the Secretary of the Commonwealth.

Served on judge or other after serving the garnishee or, date of service unless a different date of mailing is shown.

DATE OF MAILING _____

Not found

DATE OF SERVICE _____ for _____

* Federal garnishment statute, 5 U.S.C. § 5514(c)(2) and 42 U.S.C. § 659 provide that the garnishee, when a federal agency, may be served either personally or by certified or registered mail, return receipt requested.



**NOTICE TO JUDGMENT DEBTOR
HOW TO CLAIM EXEMPTIONS FROM GARNISHMENT AND LIEN**

The attached Summons in Garnishment or Notice of Lien has been issued on request of a creditor who holds a judgment against you. The Summons may cause your property or wages to be held or taken to pay the judgment.

The law provides that certain property and wages cannot be taken in garnishment. Such property is said to be exempted. A summary of some of the major exemptions is set forth in the request for hearing form. There is no exemption solely because you are having difficulty paying your debts.

If you claim an exemption, you should (i) fill out the claim for exemption form and (ii) deliver or mail the form to the clerk's office of this court.

You have a right to a hearing within seven business days from the date you file your claim with the court. If the creditor is asking that your wages be withheld, the method of computing the amount of wages which are exempt from garnishment by law is indicated on the Summons in Garnishment attached. You do not need to file a claim for exemption to receive this exemption, but if you believe the wrong amount is being withheld, you may file a claim for exemption.

SAMPLE

On the day of the hearing, you should come to court ready to explain why your property is exempted, and you should bring any documents which may help you prove your case. If you do not come to court at the designated time and prove that your property is exempt, you may lose some of your rights.

If you do not claim an exemption and do not otherwise contest the garnishment, you are not required to appear in court on the return date on the Garnishment Summons.

It may be helpful for you to seek the advice of an attorney in this matter.

THE REQUEST FOR HEARING FORM IS PRINTED ON THE REVERSE OF THIS FORM.

FORM DC-454 FRODNT 07/10

**REQUEST FOR HEARING—
GARNISHMENT/LIEN EXEMPTION CLAIM**
Commonwealth of Virginia VA. CODE § 8.01-512.4

Case No. _____

COURT NAME: _____

DEBTOR CREDITOR

v.

JUDGMENT CREDITOR

and _____

(ADDRESS)

I claim that the exemption(s) from garnishment or lien which are checked below apply in this case:

Major Exemptions Under Federal and State Law

- _____ 1. Social Security benefits and Supplemental Security Income (SSI) (42 U.S.C. § 407)
- _____ 2. Veterans' benefits (38 U.S.C. § 5301)
- _____ 3. Federal civil service retirement benefits (5 U.S.C. § 8346)
- _____ 4. Annuities to survivors of federal judges (28 U.S.C. § 376(n))
- _____ 5. Longshore and Harborworkers' Compensation Act (33 U.S.C. § 916)
- _____ 6. Black Lung benefits

Exemptions listed under 1 through 6 above may not be applicable in child support and alimony cases (42 U.S.C. § 659).

- _____ 7. Seaman's or master's or fisherman's wages, except for child or spousal support and maintenance (46 U.S.C. § 11109)
- _____ 8. Unemployment compensation benefits (§ 60.2-600, Code of Virginia). This exemption may not be applicable in child support cases (§ 60.2-608, Code of Virginia).
- _____ 9. Amounts in excess of portions of wages subject to garnishment (§ 34-29, Code of Virginia)
- _____ 10. Public assistance payments (§ 63.2-505, Code of Virginia)
- _____ 11. Homestead exemption of \$5,000 in cash, or \$10,000 if the householder is 65 years of age or older (§ 20-108.1, Code of Virginia). This exemption is not available in certain cases such as payment of child or spousal support (§ 20-108.1, Code of Virginia).
- _____ 12. Property of judgment debtors - judgment debtors (§ 34-21, Code of Virginia)
- _____ 13. Workers' compensation benefits (§ 20-108.1, Code of Virginia)
- _____ 14. Growing crops (§ 8.01-489, Code of Virginia)
- _____ 15. Benefits from group life insurance policies (§ 38.2-3339, Code of Virginia)
- _____ 16. Proceeds from industrial sick benefits insurance (§ 38.2-3549, Code of Virginia)
- _____ 17. Assignments of certain salary and wages (§ 55-165, Code of Virginia)
- _____ 18. Benefits for victims of crime (§ 19.2-368.12, Code of Virginia)
- _____ 19. Proceeds from funeral trusts (§ 54.1-2823, Code of Virginia)
- _____ 20. Certain retirement benefits (§ 34-34, Code of Virginia)
- _____ 21. Child support payments (§ 20-108.1, Code of Virginia)
- _____ 22. Support for dependent children (§ 34-4.2, Code of Virginia). To claim this exemption, an affidavit that complies with the requirements of subsection B of § 34-4.2 and two items of proof showing entitlement to this exemption must be attached to this exemption form. (The affidavit, form DC-449, AFFIDAVIT CONCERNING DEPENDENT CHILDREN AND HOUSEHOLD INCOME, is available at www.courts.state.va.us/forms/gdistrict/civil.html or the clerk's office.)
- _____ 23. Other (describe exemption): _____

I request a court hearing to decide the validity of my claim. Notice of hearing should be given to me at:

ADDRESS

TELEPHONE NUMBER

The statements made in this request are true to the best of my knowledge and belief

DATE

SIGNATURE OF DEBTOR/DEBTOR

FORM DC-44 REVERSE/30

Form DC-469

REQUEST FOR WRIT OF POSSESSION IN UNLAWFUL DETAINER PROCEEDINGS
 Commonwealth of Virginia Va. Code § 8.01-471

CITY OR COUNTY _____
 General District Court
 Circuit Court

TO THE COURT:
 I/we, the plaintiff(s) in this proceeding, request that this court issue a writ of possession against the defendant(s) with regard to the following premises:

This request is made upon a judgment for possession dated: _____
 As this case falls under the Virginia Residential Landlord and Tenant Act (§ 55.28-2 *et seq.*), I/we represent that, following the entry of the judgment for possession, the landlord has not received the rent payments without reservation, as described in Virginia Code § 55-248.34:1.

DATE _____ PLAINTIFF AGENT FOR PLAINTIFF
 DATE _____ PLAINTIFF AGENT FOR PLAINTIFF

WRIT OF POSSESSION
 Va. Code §§ 8.01-470, 8.01-472

TO ANY AUTHORIZED OFFICER:
 You are hereby commanded in the name of the Commonwealth to cause the Plaintiff(s) to have possession of the following premises from the defendant(s):

You are further commanded to make a return before me within 30 days of this date as to the day and manner of executing this writ.

DATE _____ CLERK JUDGE

FORM DC-469 REVISED 10/97

SAMPLE

CASE NO. _____

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

V.

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

CAME TO HAND _____

DATE AND TIME _____

_____, SHERIFF

EXECUTED by taking into possession the within-named premises and delivering possession of it to the plaintiff(s).

DATE _____

_____, SHERIFF

by _____ DEPUTY SHERIFF

Virginia Fair Housing Laws & Regulations

Fair Housing Statute

§ 36-96.1. Declaration of policy.

- A. This chapter shall be known and referred to as the Virginia Fair Housing Law.
- B. It is the policy of the Commonwealth of Virginia to provide for fair housing throughout the Commonwealth, to all its citizens, regardless of race, color, religion, national origin, sex, elderliness, familial status, or handicap, and to that end to prohibit discriminatory practices with respect to residential housing by any person or group of persons, in order that the peace, health, safety, prosperity, and general welfare of all the inhabitants of the Commonwealth may be protected and insured. This law shall be deemed an exercise of the police power of the Commonwealth of Virginia for the protection of the people of the Commonwealth. (1972, c. 591, §§ 36-86, 36-87; 1973, c. 358; 1978, c. 138; 1989, c. 88; 1991, c. 557.)

Commentary: In 1991, Virginia's Fair Housing Law was amended by the Virginia General Assembly to be substantially equivalent to the federal Fair Housing law, which was amended in 1988. By virtue of the substantial equivalency status of Virginia's Fair Housing Law, alleged violations that occur in Virginia, whether under federal or state law, are investigated in Virginia and, if deemed appropriate, also settled or prosecuted in Virginia.

In the 2003 General Assembly, the law was changed to create a new Fair Housing Board, pursuant to Chapter 23.2 of Title 54.1 of the Code of Virginia. The new Fair Housing Board will have jurisdiction over persons covered by the Virginia Fair Housing Law and the federal Fair Housing Act, for purposes of enforcement. However, real estate licensees and their agents or employees will remain within the jurisdiction of the Real Estate Board for purposes of enforcement.

Currently, real estate licensees that practice residential real estate are required to have two hours of fair housing training every license period, which is every two years, under Virginia law. The Fair Housing Board has the authority to require persons other than real estate licensees to comply with educational requirements and in particular fair housing training of at least two hours every two years.

Your editors encourage all persons covered by the fair housing laws to get training, both to facilitate compliance and for risk reduction purposes. Please review Section 54.1-2343 et. seq. for the provisions of the Fair Housing Board and those regulations as they apply to the rental multifamily housing industry.

§ 36-96.1:1. Definitions. -- For the purposes of this chapter, unless the context clearly indicates otherwise:

"Aggrieved person" means any person who (i) claims to have been injured by a discriminatory housing practice or (ii) believes that such person will be injured by a discriminatory housing practice that is about to occur.

"Complainant" means a person, including the Fair Housing Board, who files a complaint under § 36-96.9.

"Conciliation" means the attempted resolution of issues raised by a complainant, or by the investigation of such complaint, through informal negotiations involving the aggrieved person, the respondent, their respective authorized representatives and the Fair Housing Board.

"Conciliation agreement" means a written agreement setting forth the resolution of the issues in conciliation.

Virginia Fair Housing Laws & Regulations

"Discriminatory housing practices" means an act that is unlawful under §§ 36-96.3, 36-96.4, 36-96.5, or § 36-96.6.

" Dwelling " means any building, structure, or portion thereof, that is occupied as, or designated or intended for occupancy as, a residence by one or more families, and any vacant land that is offered for sale or lease for the construction or location thereon of any such building, structure, or portion thereof.

" Elderliness " means an individual who has attained his fifty-fifth birthday.

" Familial status " means one or more individuals who have not attained the age of 18 years being domiciled with (i) a parent or other person having legal custody of such individual or individuals or (ii) the designee of such parent or other person having custody with the written permission of such parent or other person. The term " familial status " also includes any person who is pregnant or is in the process of securing legal custody of any individual who has not attained the age of 18 years. For purposes of this section, " in the process of securing legal custody " means having filed an appropriate petition to obtain legal custody of such minor in a court of competent jurisdiction.

" Family " includes a single individual, whether male or female.

" Handicap " means, with respect to a person, (i) a physical or mental impairment that substantially limits one or more of such person's major life activities; (ii) a record of having such an impairment; or (iii) being regarded as having such an impairment. The term does not include current, illegal use of, or addiction to a controlled substance as defined in Virginia or federal law. Neither the term " individual with handicap " nor the term " handicap " shall apply to an individual solely because that individual is a transvestite.

" Lending institution " includes any bank, savings institution, credit union, insurance company or mortgage lender.

" Person " means one or more individuals, whether male or female, corporations, partnerships, associations, labor organizations, fair housing organizations, civil rights organizations, organizations, governmental entities, mutual representatives, mutual companies, joint stock companies, trusts, unincorporated organizations, trustees, trustees in bankruptcy, receivers and fiduciaries.

" Respondent " means any person or other entity alleged to have violated the provisions of this chapter, as stated in a complaint filed under the provisions of this chapter and any other person joined pursuant to the provisions of § 36-96.9.

" Restrictive covenant " means any specification in any instrument affecting title to real property that purports to limit the use, occupancy, transfer, rental, or lease of any dwelling because of race, color, religion, national origin, sex, elderliness, familial status, or handicap.

" To rent " means to lease, to sublease, to let, or otherwise to grant for consideration the right to occupy premises not owned by the occupant. (1972, c. 591, § 36-87; 1973, c. 358; 1978, c. 138; 1989, c. 88; 1991, c. 557; 1992, c. 322; 1996, c. 77; 2003, c. 575.)

§ 36-96.2. Exemptions.

- A. Except as provided in subdivision A 3 of § 36-96.3 and subsections A, B, and C of § 36-96.6, this chapter shall not apply to any single-family house sold or rented by an owner, provided that such private individual does not own more than three single-family houses at any one time. In the case of the sale of any single-family house by a private individual-owner not residing in the house at the time of the sale or who was not the most recent resident of the house prior to sale, the exemption granted shall apply only with respect to one such sale within any 24-month period; provided that such bona fide private individual owner does not own any interest in, nor is there owned or reserved on his behalf, under any express or voluntary agreement, title to or any right to all or a portion of the proceeds from the sale or rental of, more than three such single-family houses at any one time. The

Website Links for Relevant Federal Statutes

Americans with Disabilities Act:

- <http://www.ada.gov/>

Fair Housing Laws:

- http://portal.hud.gov/hudportal/HUD?src=/program_offices/fair_housing_equal_opp/FHLaws

Lead Based Paint:

- <http://www.epa.gov/lead/pubs/regulation.htm>

See also the “Current Issues with Lead Based Paint” section of this Redbook.

- Fair Debt Collection Practices Act:

<http://www.ftc.gov/os/statutes/fdcpajump.shtml>

- Fair Credit Reporting Act:

<http://business.ftc.gov/documents/bus33-credit-reports-what-information-providers-need-know>

<http://www.ftc.gov/os/statutes/031224fcra.pdf>

SAMPLE

Servicemembers Civil Relief Act Sections Affecting Residential Tenancies

Commentary: The Servicemembers Civil Relief Act ("SCRA") became effective December 19, 2003, and has a sweeping effect on business transactions with members and families of the armed forces of the United States. Your editors provide you an overview of some of the significant provisions of the SCRA:

Applicability -- The federal law now applies to both members of the uniformed services on active duty, and members of the National Guard who are called to active service. The federal law trumps all state law to the contrary.

Evictions Prohibited -- A landlord may not evict a servicemember or his or her dependents without a court order if the monthly rent is below \$2,400 (as adjusted for inflation). A court also has the authority to stay an eviction action for a period of 90 days, if the servicemembers' ability to pay rent is "materially affected" by their military service, or to adjust the obligations under the lease. It is possible, however, to receive a "rent allotment" if ordered by the court and authorized by the appropriate military Secretary.

Landlords May Not Terminate Servicemembers' Leases -- A landlord must have a court order to terminate a lease for a breach of its terms that occurred before or during the lessee's military service, for any lease under which a deposit or other amounts were paid prior to the military service. The court has broad authority to order repayment to the tenant of prior amounts or deposits paid as a condition to terminating the lease, or to order a stay of any termination action if the servicemember's ability to comply with the lease is materially affected by his or her military service.

Servicemember Tenants May Terminate Leases -- A servicemember may terminate his or her lease at any time after the lessee's entry into military service or if the individual was in military service at the time of signing the lease, if in the event of the receipt of permanent change of station orders, or if depleted of military income for at least 30 days. Any rent paid in advance, which would include a security deposit, must be refunded within 60 days of the effective date of termination of the lease. This, however, does not prevent a landlord from making deductions to security deposits in the normal course of business for damage to apartments. Landlords should note that the lease termination provisions are different from what VRLTA provides, and the SCRA will take precedence over the VRLTA. Accordingly, the editors recommend landlords delete their form military language based upon the VRLTA, since much of the existing language has been superseded by the SCRA.

Affidavit Requirement for Default Judgments -- In any action or proceeding where the defendant does not make an appearance (a default judgment), the plaintiff, or landlord, is required to file an affidavit stating whether or not the defendant is in military service. Since it's usually not possible to know in advance of any particular case whether the defendant tenant will appear, we recommend landlords make sure their forms comply with this affidavit requirement.

Protections Extend to Family Members -- Dependents of servicemembers are entitled to all of the protections under the statute relating to leases upon a showing that their ability to comply with the lease obligations is materially affected by the servicemember's military service.

Waivers-- The provisions require that any waiver of a servicemember's rights under the SCRA must be in a separate document. In other words, a waiver could not be included in a Lease Agreement.

Termination of Lease Includes Family Members--If a servicemember terminates a lease under the SCRA, the obligations of any dependents of lessee are also terminated.

Verification of Letters from the Commanding Officer--Another issue landlords face is the timing of a lease termination under the SCRA, and the ability to confirm the authenticity of the military orders received from a servicemember. Under both the SCRA and Section 55-248.21:1(B) of the VRLTA, a servicemember's lease termination is effective: 1) not less than 30 days after the next rental due date; and 2) no more than 60 days prior to the date specified in the order. This means, for

Servicemembers Civil Relief Act

example, that if an order is received on May 15, the earliest termination date would be July 1st (provided this is no more than 60 days prior to the departure date). A servicemember is required to provide a copy of the "military orders" to the landlord, which can be delivered any time prior to the lease termination date. It is also important to note that there is no "end date" for a lease termination. In other words, if a servicemember is deployed and does not terminate his/her lease at the time of the deployment, there is no restriction on the time period during which he/she may later terminate the lease while on deployment. "Military orders" under the SCRA includes a letter from the servicemember's commanding officer. In order to assist landlords verify the authenticity of a servicemember's "military orders" and in particular the commanding officer letters, several military housing offices have set up fax lines or e-mails where a landlord can confirm the authenticity of the military orders or a letter from the commanding officer. Please contact your local military housing officer to determine if that military housing office can assist you with confirmation.

The information contained in this memorandum is intended to be of a general nature only, and does not constitute specific legal advice regarding any particular fact situation. We recommend you contact VAMA or appropriate legal counsel should any specific questions or issues arise under the SCRA.

Excerpts from the SCRA that affect the landlord-tenant relationship are set forth below. Footnotes have been intentionally omitted.

TITLE I--GENERAL PROVISIONS

Note: The section numbers shown herein are citations to 50 U.S.C. App §____. The section numbers from the current Act, as amended, are shown after the section titles in bracketed italics.

§ 511. Definitions. [Sec. 101]

For the purposes of this Act,

- SAMPLE**
- (1) Servicemember- The term "servicemember" means a member of the uniformed services, as that term is defined in section 101(a)(3) of title 10, United States Code.
 - (2) Military service. The term "military service" means—
 - (A) in the case of a servicemember who is a member of the Army, Navy, Air Force, Marine Corps, or Coast Guard—
 - (i) active duty, as defined in section 101(d)(1) of title 10, United States Code, and
 - (ii) in the case of a member of the National Guard, includes service under a call to active service authorized by the President or the Secretary of Defense for a period of more than 30 consecutive days under section 502(f) of title 32, United States Code, for purposes of responding to a national emergency declared by the President and supported by Federal funds;
 - (B) in the case of a servicemember who is a commissioned officer of the Public Health Service or the National Oceanic and Atmospheric Administration, active service; and
 - (C) any period during which a servicemember is absent from duty on account of sickness, wounds, leave, or other lawful cause.
 - (3) Period of military service. The term "period of military service" means the period beginning on the date on which a servicemember enters military service and ending on the date on which the servicemember is released from military service or dies while in military service.
 - (4) Dependent. The term "dependent", with respect to a servicemember, means—

Bed Bugs and Apartments in Virginia

A publication of the Virginia Apartment Management Association

Introduction

Every year, apartment managers prepare their annual budgets for their communities. Most operating expenses are predictable. However, in recent years, one expense has become increasingly difficult to predict and that is pest control, and in particular the costs of bed bug remediation.

Most of us grew up believing that bed bugs didn't really exist. They were simply the mythical creatures of nursery rhymes - "Sleep tight, don't let the bed bugs bite." Well, bed bugs are not mythical creatures, they are real, and they are here to stay.

Bed bugs are nothing new and have been around as long as humans have inhabited the earth. Bed bugs were for the most part eradicated from the United States due to the use of pesticides such as DDT. Once DDT got banned due to environmental concerns, bed bugs have made a comeback. While the re-appearance of bed bugs was initially limited to southern and southwestern states, the rapid pace of both domestic and international travel has quickly moved these insects into all fifty states.

This re-emergence of bed bugs requires apartment owners and managers to look at pest control from a different perspective. A number of pest control issues in apartments (i.e. roaches) are directly related to whether the resident keeps their apartment in a clean condition. This is not the case with bed bugs. Bed bugs are hitchhikers. They ride on people and their belongings and have been found in buses, ships, movie theaters, apartments, dormitories and even expensive high end hotels. They can travel home with a child from daycare. They can cling to you after sitting in a movie theater. The cleanest apartment can become infested with bed bugs simply because a resident traveled and spent the night in a hotel that unbeknownst to them had bed bugs.

Since many residents and their children can bring bed bugs into their apartment through no fault of their own, can you assign blame for the infestation? Without blame, can you assign a cleanup cost to the resident?

Like it or not, bed bugs create a financial exposure for apartment owners and managers. The focus of this document is on how to limit, not eliminate, that financial exposure.

Virginia Law

The VRLTA provides that for a landlord to hold a resident responsible for damages to the dwelling unit or the premises, the property condition must be one resulting from negligence on behalf of the resident. The problem with bed bugs is that since an infestation may result through no fault of the resident, courts are unlikely to require a resident to pay the clean-up cost, so the responsibility of payment of clean-up costs will likely return to the landlord as part of the "statutory warranty of habitability."

In the VRLTA, landlords should refer to Sections 55-248.13:3 and 55-248.16 in dealing with pest control problems.

§ 55-248.16, paragraph (A)(3), establishes that a resident's failure to promptly notify the landlord of the existence of any insects or pests in the apartment is a violation of the VRLTA.

§ 55-248.16. Tenant to maintain dwelling unit.

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

Risk Mitigation

Mitigation of Mold Liability

Mold related claims are serious and potentially catastrophic issues for landlords. Mold issues are so risky, and exposure to losses so great, that insurance companies are either not providing insurance, or the cost of coverage is typically so high as to make it economically infeasible to acquire mold coverage. Your editors defended a mold claim in Richmond where the landlord and manager were sued for \$9 million. While the case was settled, the landlord and manager had to spend more than \$100,000 in attorneys' fees and costs to get the case to the point where it could be settled.

The VRLTA provides some important safe harbors and procedures for the protection of landlords. It is clearly in every landlord's best interest to avail themselves of these safe harbors, as well as the prescribed procedures, in order to protect themselves to the maximum extent possible from potentially "bet the company" type losses which are not covered by insurance.

With regard to tenants, at the beginning of the tenancy, the move-in inspection report should include a provision as to whether or not there is visible evidence of mold. The law provides the landlord a "safe harbor" if there is no visible evidence of mold listed on the move-in report given to the tenant, and the tenant does not discover any visible evidence of mold, or fails to report same within 5 days of move-in. In this case, the "mold immunity" legislation contained in Section 8.01-226.12 creates a rebuttable presumption that no mold existed in the dwelling unit at the time of the move-in.

During the tenancy, Section 55-248.16 makes it clear that the tenant has a duty to use reasonable efforts to prevent the accumulation of water and the growth of mold, and to notify the landlord of any moisture accumulation or visible evidence of mold and commencement of the tenancy. A good move in report form, coupled with this section, provides a safe harbor for a landlord to take the position that there was no mold present at move in, and that any subsequent mold accumulation was at least partially due to the tenant's failure to prevent the accumulation of water and the growth of mold, or to timely notify the landlord of such conditions. A tenant who allows such a condition, or who fails to notify the landlord of such a condition, would likely be deemed to have been guilty of contributory negligence and would therefore be completely barred from any recovery from the landlord. Further, the doctrine of assumption of the risk may also be applicable, in that a tenant who knowingly allowed a moisture condition to exist, or allowed visible evidence of mold to exist, would likely be held to have assumed the risk and therefore would be barred from any recovery from the landlord. Finally, the failure of the tenant to prevent growth of mold or to promptly report a mold condition to the landlord would be a breach of a well-drafted lease under its terms, and a violation of the VRLTA.

In the event the tenant discovers mold issues and notifies the landlord, Section 55-248.13 makes it clear that the landlord must promptly respond to any mold issues raised by the tenant and must otherwise take reasonable steps to prevent the accumulation of moisture in and about the premises. Relocation of the tenant during mold remediation may also be required, and a definition of "mold remediation in accordance with professional standards" establishes a protocol for landlords to address mold conditions when they arise. However, the landlord is not liable for the costs of remediation if it is determined the accumulation of mold was the fault of the tenant.

Given the seriousness of mold issues and the lack of readily available insurance, it is critical that all landlords have a full and complete understanding of the law and how to "put a collar around the risk" of mold claims filed by tenants. In the event of any uncertainty, or if assistance is needed preparing forms, such as the move-in inspection report, please consult counsel knowledgeable in these areas.

Contact VAMA for more information.

The sample Virginia property management forms provided in this section are available as a member benefit through Blue Moon Software, Inc. and are provided herein only as product samples. Any reproduction or copying of language contained within these forms is a violation of the copyright and strictly prohibited.

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National Lease Program Participation Information

To participate in the National Lease Program each community needs (1) a site license, (2) the forms program, and (3) "clicks" for printing forms. Only communities that are members in good standing of a NAA affiliated apartment association (or a direct member of NAA if a local or state affiliate doesn't exist) may join the program.

- Enrolling in the lease program is just a click away. To apply for a **site license**, simply go to www.bluemoon.com and follow the instructions or call Blue Moon Software staff at 800/772-1004. To purchase multiple site licenses, simply call 800/772-1004. Order the program now and pay for it later. If you don't like the program, you can return it without payment. Questions regarding membership should be directed to the closest NAA affiliate or NAA's lease department, 703/518-6141 or forms@naahq.org. To find your closest NAA affiliate visit www.naahq.org.
- Your initial purchase of National Lease Program comes with a complimentary set of 300 FREE clicks! **Clicks** are used each time you print a page of any lease form. Each lease form has been assigned a specific click value, and some forms are automatically oriented in duplicate. For example, you purchase 6-page apartment lease and 2-page inventory and condition form (lengths vary by state). The counter will deduct 12 clicks for the 6-page lease, and 2 for the 2-page inventory form.
- NAA Lease Program contains a **built-in counter** that tracks printing of lease forms. The program is equipped with instructions on how to order additional clicks. The additional click orders are automatically sent through email. Orders may be e-mailed or faxed. Please allow 48 hours for processing.
- Additional clicks beyond the 300 that are provided free with the program may be purchased from within the program. Blue Moon will automatically update your click counter once the order has been approved. Form clicks are priced according to the quantity ordered at one time. The price per click is **discounted** when purchasing in larger quantities.
- From time to time, NAA makes changes to the lease forms to comply with changes in state law or as deemed necessary. If changes are made in the forms or in the program, you will automatically receive, completely free of charge, all form revisions and **program updates** for a period of one year from the date of purchase or renewal. Updates are automatically reflected in your program.
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