



B R A V O

BUYERS AND RENTERS ARLINGTON VOICE

Voz de los Compradores e Inquilinos de Arlington

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Leases and Security Deposits – Useful Information

Read the Lease BEFORE you sign!

A lease is an agreement between a tenant and a landlord. This agreement is a contract that is enforceable by law. **The contract, or lease, puts in writing the duties or responsibilities of both the landlord and the tenant.**

As a tenant, it is very important to read and understand a lease before you sign it. If there are words or terms that you do not know or understand, ask questions about them until you are clear about what they mean.

Most leases identify a number of important points. The following list contains **SOME** of the items, or clauses, found in a lease; for example -

- When the rent is due,
- What the late fees are,
- Whether the tenant may sublet, or rent the space to someone else,
- The maximum number of people, or tenants, who can live in the apartment or house
- If the lease automatically renews after the first, or initial, term for the same length of time or converts to month to month
- When the tenant must give the landlord a letter/ written notice if they plan to leave the apartment at the end of their lease

Virginia law also states that some clauses are unenforceable and should **not** appear in any lease. These are:

- A tenant cannot be required to waive their rights under the Virginia Residential Landlord and Tenant Act (VRLTA),
- A tenant cannot be required to not contest a landlord's suit against them
- A tenant is not required to pay the landlord's fees except for those specified in VRLTA

SECURITY DEPOSITS and some things you need to know

According to Virginia law, the security deposit held by the landlord cannot exceed two months' rent. The purpose of a security deposit is to cover damage to the apartment beyond normal wear and tear or rent left unpaid after the tenant moves.

The security deposit, any accrued interest and any deductions, damages and charges shall be itemized by the landlord in writing. If you wish to be present for the move –out inspection, make that request **in writing** to management. The amount due to the tenant should be returned to her/him within 45 days of moving out. When turning in your keys, be sure to give the landlord your new address.

The above information has been prepared by **BRAVO** – Buyer's and Renter's Arlington Voice, an advocacy and education resource for Arlington County renters in conjunction with Arlington County Department of Community Planning, Housing and Development. Should you have questions, please contact us at 703-685-5100 or check out our website at www.bravotenants.org.