

2015-2016

GUIDE TO VIRGINIA

LANDLORD-TENANT LAW

AND

LOCAL RENTAL HOUSING

IN

PLANNING DISTRICT 16

Rappahannock Legal Services, Inc. (RLS)

Rappahannock Legal Services (formerly Fredericksburg Area Legal Aid Society, Inc.) was established in 1973 in order to provide free civil legal assistance to low income individuals and families. The Fredericksburg office provides services to eligible residents of Planning District 16, which includes the City of Fredericksburg, as well as Caroline, King George, Spotsylvania, and Stafford counties.

The rental housing information in the 2015-2016 Guide was provided by the individual property managers. The legal information was provided by Rappahannock Legal Services. Every effort has been made to ensure accuracy. All information was current at the time of publication (June, 2015). Rappahannock Legal Services is not responsible for any changes that may have occurred after that time.

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Limited copies of the 2015-2016 Guide have been printed in English and Spanish. Those receiving copies are therefore encouraged to make additional copies of their own. RLS also has electronic copies of its English and Spanish language Guides and will be placing those Guides on its website.

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EQUAL OPPORTUNITY IN HOUSING

IT'S YOUR RIGHT!
YOU MAY NOT BE DENIED HOUSING BASED ON...

RACE
COLOR
SEX
NATIONAL ORIGIN
DISABILITY
ELDERLINESS
FAMILIAL STATUS (families with children)

Realtors, real estate agents, rental agents, and most landlords must show you ALL AVAILABLE housing based on your financial ability only! If you feel that you have been denied an opportunity to see or obtain housing, or even been treated with less enthusiasm because of your skin color, elderliness, handicap, sex, race, religion, national origin, or because you have children, PLEASE call HUD at 1-888-799-2085 (TTY for the hearing impaired: (215) 656-3450). You can also contact the Virginia Fair Housing Office at 804-367-8530 or 888-551-3247, or visit their website at <http://www.dpor.virginia.gov/FairHousing/>.

For a free brochure explaining your rights, options, and the sometimes subtle discriminatory actions, contact the Fredericksburg Area Association of Realtors at (540) 373-7711.

SPECIAL TIPS TO KNOW

DISABLED TENANTS – must be allowed to make reasonable modifications to their individual units and to the common access areas. Special parking must be allowed. A “no pet” policy cannot prevent a person from keeping an assist animal. For example, Seeing Eye dogs are not considered “pets” and MUST be allowed by most landlords.

The Disability Resource Center is available to assist persons with disabilities in locating housing. Call (540) 373-2559. TTY for the hearing impaired (540) 373-5890.

CHILDREN – Although a reasonable limit on the number of occupants is allowed, this limit cannot mandate “no children.” For example, a 1 bedroom unit that allows 2 adults must allow 1 adult and 1 child. A 3 occupant limit must allow a single person with 2 children.

NOTE: Landlords may impose occupancy standards restricting the maximum number of occupants to two (2) persons per bedroom.

ELDERLINESS – Although the Federal Housing Laws do not cover age, Virginia’s fair housing laws make it illegal to discriminate based on elderliness. Elderliness refers to any persons who have reached their 55th birthday. Neither landlords nor their agents are allowed to steer elderly persons away from or toward any particular housing units.

Sometimes landlords or their agents make discrimination seem reasonable or acceptable. It is YOUR DECISION where to live! If you feel like you have been discriminated against, and if you want to fight it, call HUD at 1-888-799-2085, or the Virginia Fair Housing Office at either 804-367-8530 or 888-551-3247.

NOTE: All HUD-assisted or HUD-insured housing, including housing under the Housing Choice Voucher Program, shall be made available without regard to actual or perceived sexual orientation, gender identity, or marital status. Landlords also may not ask about sexual orientation to determine eligibility for HUD-assisted housing.

OVERVIEW OF LANDLORD-TENANT LAW

Many leases in Virginia are governed by the Virginia Residential Landlord & Tenant Act (“VRLTA”) and nationally by the Civil Rights Act of 1968 (“Fair Housing Act”).

I. FOUR RULES FOR RENTERS TO REMEMBER

These rules cannot prevent every problem that a renter may face, but following them is likely to prevent a lot of confusion and stress.

- 1) **Read written leases completely.** Not knowing what’s in the lease doesn’t excuse you from responsibilities.
- 2) **Put agreements in writing.** Agreements are hard to prove if they are not in writing. If the landlord tells you he will clean the carpeting after you move in, get that in writing. If it’s important to you, then you will have to prove that this agreement existed. You can only do that if you have it in writing.
- 3) **Discuss problems with the other party.** Cooperation with the landlord is your best insurance for resolving problems.
- 4) **Notify the other party in writing.** If you can’t resolve a problem, then a statement of the problem should be put in writing promptly and sent to the landlord. You must keep a copy of the letter to prove notification has been given.

II. SIGNING A LEASE AND MOVING IN

A. WRITTEN LEASES

A lease is a contract. You should read and understand all sections of the lease before signing. If a lease is signed by the tenant and the landlord, a copy must be provided to the tenant within 1 month. Payment of rent by a tenant or collection of the rent by a landlord can create a lease between the parties even if a written lease has not been signed.

B. ORAL AGREEMENTS

An oral agreement needs to be put in writing to be easily enforced. Example: if a landlord tells a tenant that a dwelling will be painted, that promise should be put in writing to become part of the rental agreement.

C. DISCLOSURE

At the time of move-in, the landlord must give the tenant written notice of the name and address of: 1) the person or persons authorized to manage the premises, and 2) the owner, or person who acts in legal matters for the owner. Tenants moving in must be notified of any planned conversion in the next 6 months that would displace them. If the property is sold, the landlord must notify the tenant of the name, address, and phone number of the new owner.

NOTE: EFFECTIVE July 1, 2014, if the landlord has actual knowledge that the property was previously used to manufacture methamphetamine (meth) and has not been cleaned according to Department of Health guidelines, the landlord must provide written disclosure before renting the property. If the landlord did not disclose, then the tenant may end the lease agreement within 60 days of discovering that the property was used to manufacture meth and not cleaned by the guidelines. The tenant must provide a written notice to the landlord and terminate the lease within one month after sending that notice to the landlord.

D. SECURITY DEPOSITS

Before a tenant moves into a unit, the landlord may require the tenant to pay a security deposit. Here are some important facts about security deposits:

- 1) Security deposits cannot exceed the amount of 2 months' rent.
- 2) When a tenant moves, the landlord may withhold all or some of the security deposit. The landlord may legally withhold the security deposit for things like unpaid rent (including late fees) and damage caused by the tenant beyond reasonable wear and tear.
- 3) Landlords can require tenants to pay the premiums for damage insurance, renter's insurance, or both. These payments are rent, and the tenant will never get them back. However, a landlord cannot require a tenant to pay more than two months' rent in security deposits, damage insurance, and renter's insurance combined.
Note: Where a landlord obtains damage insurance or renter's insurance for the tenant, the landlord shall name the tenant as a "co-insured."
- 4) A landlord may also require a refundable application deposit and a nonrefundable application fee.

Effective July 1, 2014, landlords are no longer required to pay interest on security deposits.

Many disputes occur between landlords and tenants over the amount of money that the landlord can legally withhold from a security deposit. For information about the law governing the return of the security deposit, see page 16.

E. INSPECTION OF THE DWELLING

An inspection of the dwelling unit when it is first occupied is very important. This inspection can ensure your security deposit is returned to you. An inspection checklist should note all damages or defects to the property in each room (such as problems with or damage to windows, doors, woodwork, ceilings and walls, floors, cabinets, plumbing pipes and fixtures, structural systems, and appliances).

The inspection checklist should also indicate whether there is any visible evidence of mold in the unit. If there is visible evidence of mold, the tenant may reject the tenancy or accept the unit 'as is.'

The landlord has 3 options for inspection:

- 1) Inspect the dwelling unit himself and provide a copy of itemized damages to the tenant within 5 days of occupancy. The tenant may request additional items to be added to the list within 5 days of receiving the landlord's report.
- 2) Adopt a written policy to allow the tenant to submit the itemized damage list.
- 3) Adopt a written policy to provide that the landlord and tenant shall prepare the inspection report jointly.

If the landlord does not follow any of these three options, a tenant should still submit an itemized damage list of his own.

TENANTS AFFECTED BY FAULTY CHINESE MANUFACTURED DRYWALL

If a landlord has knowledge of the existence of defective drywall with origins of Chinese manufacturing that has not been remedied, the landlord must provide prospective tenants with a written disclosure that the property contains such defective drywall.

- Any tenant not provided with the written disclosure above may end his or her lease within 60 days of discovering the defective dry wall. If a tenant wishes to end his or her lease early, the landlord must be notified in writing.
- Termination of the lease is the only remedy that a tenant has for a landlord's failure to disclose the defective dry wall to the tenant.

F. TENANTS IN FORECLOSED PROPERTIES

Federal Law

Under federal law, a tenant is allowed to remain in a foreclosed property for the full term of the lease *unless* the new owner of the foreclosed property will actually live in the property. A new owner who will use the property as his or her primary residence must give the tenant 90 days' notice before that tenant must leave.

- **Section 8 vouchers** - In addition to the rights above, tenants with Section 8 vouchers will continue to receive their current amount of rental assistance.
 - NOTE – an eligible lease or tenancy is one where the tenant is NOT the mortgagor or a member of the mortgagor's family and the rent is not substantially lower than fair market rent.

Virginia Law

A landlord must give written notice to a tenant of a mortgage default, notice of mortgage acceleration, or notice of foreclosure sale within 5 business days after written notice from the lender.

A landlord must notify a tenant in writing within 5 business days of the landlord receiving written notice from their mortgage lender of a mortgage default, of mortgage acceleration, or of a foreclosure sale.

- If the landlord fails to provide the notice required, the tenant has the option to immediately terminate the lease agreement upon 5 business days' notice to the landlord and is entitled to a return of the security deposit in accordance with the law or the rental agreement, whichever is applicable.
- If the dwelling is vacant, the landlord must disclose to any prospective tenants in writing at or before the start of tenancy of a mortgage default, notice of mortgage acceleration or notice of foreclosure sale relating to the dwelling unit.
- The landlord is not required to notify tenant if the managing agent does not receive written notice from the mortgage lender or if the tenant provides a copy of written notice from the lender to the landlord (such as if the notice comes to the rental property and the tenant gives the notice to the landlord.)

NOTE: A tenant may remain in the foreclosed property until the end of the lease unless the property is purchased by a bona fide purchaser who will reside in the property.

III. DURING THE RENTAL AGREEMENT

Landlords and tenants both have specific rights and responsibilities during the lease. It is important to know these rights and responsibilities. Otherwise, both landlords and tenants may unknowingly violate the law.

A. TENANT'S RESPONSIBILITIES

1. PAYMENT OF RENT

Rent must be paid at the time and place designated by the landlord, and in the form requested (cash, check, money order).

Effective July 1, 2014, landlords may require that tenants pay the government or service fees for energy sub-metering if the technology is included in the home and if the lease allows for these payments. They are non-refundable and count as rent.

Failure to pay rent when due, including repeated late payment of rent, or the voluntary withholding of rent (for whatever reason) may be a violation of the rental agreement. This may cause the landlord to take the following protective measures allowed by law:

- a) **Five day pay-or-quit notice:** The landlord may issue a notice giving the tenant 5 days to pay the rent in full or vacate the premises.
- b) **Unlawful detainer warrant:** Issuance of such notice allows a landlord the right to begin eviction proceedings against a tenant in the local general district court. However, it does not relieve a tenant of his obligation to fulfill the terms of the rental agreement.
- c) **Eviction:** If full payment of rent is not made within 5 days and the tenant fails to vacate, the landlord must file an unlawful detainer action in order to have the tenant evicted. The eviction will be dismissed if the tenant pays all rent that is owed (plus reasonable late charges and attorney fees, if any, and court costs) to the landlord or into the court on or

before the first court date (known as the “return date”) stated on the unlawful detainer warrant. However, a tenant may only make this type of payment once every 12 months.

If the tenant disputes the amount of rent owed, he must appear on the return date to get a second court date for a hearing on the dispute. If the court enters a judgment for possession in favor of the landlord at the first or second court date, the tenant has 10 days to appeal to Circuit Court and post an approved bond. Otherwise, on the 11th day, the local sheriff can serve a writ of possession to forcibly evict the tenant and his/her belongings. If the tenant does not voluntarily move within 72 hours of being served the writ of possession, the sheriff can return to forcibly evict the tenant and his property.

UNDER VIRGINIA LAW, A LANDLORD CANNOT FORCIBLY EVICT A TENANT ON HIS OWN. THE LANDLORD MUST USE THE COURTS TO DO SO. THUS, THE LANDLORD CANNOT LOCK OUT A TENANT OR TERMINATE THE TENANT’S UTILITIES ON HIS OWN.

The estimated length of time from the 5 day pay-or-quit notice to actual forced eviction of the tenant is about 30 days without a hearing. An extra 2-4 weeks are required with a hearing.

Charges for late rent: Fredericksburg and Stafford General District Court judges have ruled that late charges greater than 10% of the monthly rent are excessive and illegal under state usury and consumer protection laws; but not all local judges have accepted these rulings.

Rent Check Drawn on Insufficient Funds: If a landlord receives, as a rent payment, a check or electronic funds transfer taken from an account without enough money to cover the value of the check or electronic transfer, OR if a stop-payment order has been placed in bad-faith by the tenant, written notice may be given to the tenant requiring payment within 5 days by cash, cashier’s check, certified check, or completed electronic funds transfer. If such payment is not received, the landlord may take action to evict the tenant just like he can when a tenant fails to pay rent. A landlord may also charge a bad check fee not to exceed \$50.00.

2. MAINTAINING A CLEAN AND SAFE DWELLING

A tenant has the obligation to maintain a clean and safe dwelling. Tenants must:

- 1) Conduct themselves and require their visitors to conduct themselves in a manner that doesn’t violate the peace and enjoyment of the neighbors;
- 2) Not deliberately destroy or damage any part of the dwelling;
- 3) Abide by all reasonable and lawful rules and regulations of the lease;
- 4) Use all utilities, facilities, and appliances in a reasonable manner;
- 5) Keep all fixtures as clean as their conditions permit;
- 6) Regularly remove all garbage and waste and dispose of it in appropriate facilities;
- 7) Keep their house or apartment in a clean and safe condition;
- 8) Comply with all applicable housing and fire codes;

- 9) Not remove or tamper with a working smoke detector or carbon monoxide detector installed by the landlord so as to make it not work (including removing working batteries) and maintain all smoke detectors;
- 10) Keep their house or apartment free from insects and pests and promptly notify the landlord of any insects or pests; and
- 11) Refrain from painting, disturbing paint, or making alterations to dwellings containing landlord-disclosed lead-based paint without prior written consent from the landlord if the rental agreement requires such consent.

A local law enforcement officer may issue a summons or a ticket for violations of the Uniform Statewide Building Code to the lessor (tenant) or sub lessor (another tenant occupying the dwelling in place of the original tenant for a period of the lease) so long as a copy of the notice is served on the owner of the building/property as well.

What can a landlord do if a tenant violates any of the above obligations?

A landlord must notify a tenant in writing of a violation. If the tenant violates one of the above obligations, the tenant no longer has the right to repair, replace or clean a damaged item in the dwelling. Once the landlord notifies the tenant in writing of a violation the landlord may enter the dwelling and have the work done (or hire someone else to perform the work) and bill the tenant. The bill will be due when the rent is due next.

B. LANDLORD'S RESPONSIBILITIES

A landlord must make all repairs and do whatever is necessary to maintain a dwelling in fit and habitable condition. The landlord must:

- 1) Supply running water and reasonable amounts of hot water at all times, air conditioning (where installed) and reasonable heat in season.
- 2) Maintain in good and safe working order all electrical, heating, plumbing, sanitation, ventilation, air conditioning, and other facilities (including those required by any state or local housing or health code) and appliances supplied, or required to be supplied, by the landlord.
- 3) Keep all common areas clean and in structurally safe condition and provide and maintain appropriate waste receptacles in common areas shared by two or more dwelling units.
- 4) Provide and maintain in common areas appropriate receptacles for collection, storage, and removal of ashes, garbage, rubbish, and other waste within the expected range when two or more dwelling units dispose of trash there.
- 5) Maintain premises to prevent the accumulation of moisture and the growth of mold. Where there is visible evidence of mold, the landlord must promptly remediate the mold conditions and re-inspect the dwelling unit to confirm that there is no longer visible evidence of mold.
- 6) Comply with requirements of applicable building, housing, health, and fire codes. (Landlords must also comply with local zoning ordinances limiting the number of occupants in a dwelling unit.)
- 7) Maintain any carbon monoxide alarm that has been installed by the landlord in the dwelling unit.

A landlord may be liable for the tenant's actual damages caused by the landlord's failure to perform these responsibilities.

The landlord and tenant may agree in writing that the tenant perform some of the above specified duties and specified repairs, maintenance tasks, alterations, and remodeling, but only if the transaction is entered into in good faith, and not for the purpose of evading the obligations of the landlord, and if the agreement does not diminish or affect the obligation of the landlord to other tenants.

A tenant who is a victim of domestic violence and who has obtained a protective order excluding a co-tenant or other authorized occupant from the premises may request the landlord to install a new lock at the landlord's expense.

A tenant may make a written request to his or her landlord to produce a record of all charges and payments over the course of the entire tenancy or a 12-month period (whichever happens to be shorter) and this report must be given within 10 business days of receiving such request.

A tenant must present written authorization from the landlord in order to have water and sewer service placed in his name by the locality (unless the locality adopts a resolution not requiring the authorization). A tenant may also be required by the local water and sewer authority to pay a security deposit equal to 3 to 5 months of water and sewer charges. This deposit may be waived where the tenant presents documentation showing that he receives need-based rental assistance.

What can a tenant do if the landlord violates the above obligations? A tenant must notify a landlord in writing of any violation. A landlord's failure to take action within 30 days is considered an unreasonable delay. (Emergencies such as lack of heat or water justify more immediate action.) The tenant may also choose to file a complaint with the local building department or housing inspector and request an on-site inspection to determine whether code violations exist. Local building departments must enforce the Uniform Statewide Building Maintenance Code if a violation of the Unsafe Buildings Section does exist. This includes the counties of Caroline, King George, Spotsylvania, Stafford, and the City of Fredericksburg.

After 30 days (or sooner in the case of an emergency) a tenant may take the following actions:

1. Rent Escrow (Tenant Assertion)

If a tenant wishes to continue living in the dwelling (with violations corrected), the next rent payment may be placed into a *rent escrow* account in the General District Court within 5 days of the rent due date. (A tenant may not simply stop paying rent and may not make repairs and then deduct the cost of the repairs from the rent on his own.) A rent escrow account is set up by the court to hold the tenant's rent payments until the dispute between the tenant and landlord is settled. Once an account is established, a court hearing may be held. At the hearing the court determines the validity of the tenant's claim and decides what to do with the funds.

2. Tenant's Assertion and Complaint

Where the tenant claims adverse conditions are present such as fire hazards, serious threats to life, health or safety of the occupants such as lack of running water or proper utilities, or an infestation of rodents, the tenant may pay their rent in an escrow account. The tenant proceeds by stating their assertion in a general district court where the property is located by declaring all relevant facts and asking for one or more forms of relief such as termination of the rental agreement or utilizing payment to apply towards fixing the issue(s).

- Prior to granting any relief the tenant must prove that the landlord was notified by written notice about the conditions OR was notified of the conditions by a violation or condemnation notice from an appropriate state or municipal agency AND the landlord still refuses to remedy the problem(s). The period of time deemed unreasonable for the landlord to delay remedying the problem(s) is left to the judgment of the court, but anything beyond 30 days is generally unacceptable. All escrowed funds will be returned to the tenant if the conditions have not been remedied within 6 months and if the landlord has not made reasonable attempts to remedy.
- The court will schedule a hearing within 15 days of service of process upon the landlord notifying him of the conditions present along with the rent being paid to an escrow account until further notice. The court will schedule a hearing earlier in cases of emergencies such as lack of heat in winter conditions.

3. Injunction

For serious violations affecting health or safety, the tenant may seek an emergency order (injunction) from the circuit court. Such an order will require the assistance of a lawyer and may order a landlord to correct violations in the Uniform Statewide Building Code or a local building, housing, health, or fire code.

4. Termination of Lease

If a tenant wishes to terminate a rental agreement for a serious violation and/or continuous violation, he/she must send the landlord a written notice stating that the lease will terminate in 30 days if the violations are not corrected within 21 days, unless the rental agreement provides for a different notice period.

A tenant may use the rent escrow process even if he has received prior late payment notices, and it may serve as a defense to a landlord suit that is based upon nonpayment of rent.

The landlord and the tenant may agree in writing to early termination of a rental agreement.

A landlord shall provide a tenant with a written receipt, upon request of the tenant, whenever the tenant pays rent in the form of cash or a money order.

NOTE: Virginia's landlord-tenant Acts do not apply to persons living in transient lodging (such as motels) as their primary residence for less than 90 consecutive days.

C. RIGHT OF ACCESS BY THE LANDLORD

The right of access by a landlord is restricted. The landlord must give the tenant reasonable notice (generally at least 24 hours) and enter the dwelling at reasonable times. The landlord may enter without the tenant's consent in case of emergency or to perform maintenance work that was requested by the tenant.

Refusal by tenant to allow access: A tenant must also be reasonable and must consent to the landlord's request to inspect the premises and make necessary repairs.

Abuse of access by landlord: A landlord may not abuse the right to access or use it to harass a tenant.

The landlord has no other right to access except by court order or permitted by law, or if the tenant has abandoned and surrendered the premises

D. TEMPORARY RELOCATION OF THE TENANT FOR NON-EMERGENCY REPAIRS

A landlord, in his discretion, can decide to relocate a tenant for up to 30 days in order to perform non-emergency repairs on a unit. The landlord must give at least 30 days' notice before any such relocation, and the relocation must come at no cost to the tenant.

The tenant is responsible for paying the existing rent for the relocation period. A tenant who fails to cooperate with a landlord's request for relocation has violated the rental agreement unless the tenant agrees to terminate the rental agreement during the 30-day notice period.

NOTE: Landlords are NOT responsible for paying for mold removal and tenant temporary housing IF the mold is caused by the tenant's failure to maintain the dwelling. Also, a tenant cannot terminate the lease if the landlord has remedied the mold in accordance with professional standards.

NOTE: If fire or casualty damage or destroy the unit so as to substantially impair a tenant's enjoyment of the dwelling unit or so as to require the tenant to vacate to accomplish the required repairs, the tenant may terminate the lease by vacating and giving notice within 14 days after leaving. The landlord may terminate the lease after a 30-day notice to the tenant expires. The landlord must return all security deposits and prepaid rent unless he reasonably believes the tenant caused the damage or casualty.

E. CHANGES IN RENTAL AGREEMENTS

What changes are allowed after the lease has been signed?

Minor changes: such as adding new parking rules are allowed.

Substantial changes: such as increasing the security deposit or adding new restrictions on subleasing are not allowed before a lease expires unless the tenant agrees to them in writing.

Changes in ownership: If the dwelling is sold, except in the case of foreclosure, the new owner is bound to honor any rental agreement in place when the dwelling was sold.

F. RELEASE OF TENANT RECORDS

A landlord or managing authority may release to a third party certain limited information about a tenant. This information includes a tenant's rent payment record, a copy of a material noncompliance notice that has not been remedied, or a copy of a termination notice where the tenant did not remain on the premises thereafter. A landlord may also release tenant information to a third party when the tenant has given prior written consent, when the information is a matter of public record, when the information is requested by a law-enforcement official in the performance of his duties, when the information is requested via subpoena in a civil case, or when the information is provided in case of an emergency.

A tenant may designate a third party to receive copies of written notices from the landlord relating to the tenancy. If a tenant designates a third party, the landlord must mail the third party a copy of any summons or notice at the same time the summons or notice is mailed to or served upon the tenant.

G. RETALIATORY CONDUCT PROHIBITED:

A landlord may not **retaliate** by increasing rent, decreasing services, bringing or threatening to bring legal action, or by causing a termination of the rental agreement after learning that the tenant has:

1. Complained to a governmental agency regarding the violation of a building or housing code,
2. Made a complaint to or filed a suit against the landlord,
3. Organized or become a member of a tenants' organization; or
4. Testified in a court proceeding against the landlord.

IV. ENDING THE RENTAL AGREEMENT AND MOVING OUT

A tenant or landlord cannot break a rental agreement before its scheduled expiration date (except for military personnel and members of the National Guard under certain circumstances). All rental agreements must be terminated in accordance with their terms and conditions and the provisions of the law. **Many tenants are unaware of the need to provide advance written notice of their intent to vacate. Failure to do so may result in fees being withheld from a security deposit.**

A. TERMINATING LEASES AND ORAL AGREEMENTS

Automatic renewal clauses: Many leases are automatically renewed unless written notice of termination is given by either party. If no notice is given, the lease is automatically renewed under the same terms specified in the renewal clause. For example, many one year leases convert to month-to-month leases at the end of the 1 year term. **Many tenants are unaware of**

the need to provide advance written notice of their intent to vacate. Usually tenants must give at least a month's written notice of their intent to vacate.

If the landlord proposes any changes to a lease (such as rent increase), written notification must be given before the lease expires. Unless the tenant agrees to the change in writing, that written notice will serve as a notice to vacate the premises.

If the tenant remains in possession of the dwelling with the agreement of the landlord AND if no new rental agreement is entered into, the terms of the original agreement remain in effect and govern the new month-to-month tenancy. There is an exception: the rent must be either the original rent or a new rent that was established in the landlord's 30-day notice to the tenant that his or her lease was about to expire.

Termination of oral agreements: Written notification to terminate a rental agreement is required even when there is no written lease. Usually this notification must be given 30 days before the last rent is due.

Subsidized housing: It is important to verify requirements with your resident manager or Section 8 housing administrator when you occupy subsidized housing. Failure to follow correct procedures can result in your rental subsidy being revoked.

Mobile homes: Park owners must offer year-round residents at least one-year leases that shall automatically renew for at least one more year, unless the park owner gives a 60-day notice prior to the expiration of the first one-year lease. If the park owner and the mobile home seller have common family members or business interests, the lease shall be renewed except for good cause reasons that would otherwise justify eviction. A 180-day notice is required to terminate a rental agreement based upon rehabilitation or a change in use of a mobile home park.

NOTE: A tenant who owns his mobile home and who has been evicted from a mobile home park shall have 90 days after a judgment has been entered to sell or remove his home from the park. However, the tenant must pay all rent due up until judgment and rent as it comes due during the 90-day post-judgment period.

B. RETURN OF THE SECURITY DEPOSIT

Inspection of the dwelling: A landlord is required to make an inspection of the dwelling unit after it is vacated in order to determine the amount of the security deposit to be returned to the tenant. The law gives the tenant the right to be present at the time this inspection takes place. The tenant must make a written request to the landlord, who must notify the tenant of the time and date of the inspection. Inspection by the landlord must be made within 72 hours of termination of the rental agreement. The landlord must give the tenant an itemized list of all damages existing at the time of inspection. It is important for both parties to be present at the inspection so that any disagreements regarding damages may be resolved. The checklist from the final inspection should be compared to the one completed at the time the dwelling was first occupied in order to determine the amount of damages for which the tenant may be liable.

Deposit withholdings: During the tenancy the tenant must be given written notification of any deductions which will be made from a security deposit. The deductions must be itemized and sent to a tenant within 30 days of the deduction unless the deductions occur less than 30 days prior to the termination of the rental agreement.

A landlord may withhold money from a security deposit for the collection of unpaid rent (including late fees) and damages caused by a tenant beyond reasonable wear and tear. A dwelling must be left clean and free of all items belonging to the tenant. Any cleaning costs that are made necessary by the conditions the tenant left behind may be deducted from the security deposit.

“Wear and Tear”: What constitutes “wear and tear” is a common cause for disagreement between landlords and tenants. Generally, wear and tear is defined as unavoidable deterioration of the dwelling and its fixtures, which results from normal use. For example, deterioration of carpeting resulting from normal traffic through a dwelling is wear and tear, but cigarette burns in the carpet are avoidable and constitute damages.

Return of the deposit: A landlord has up to 45 days after a dwelling is vacated to return a security deposit and earned interest. An itemized list of withholdings must accompany the amount returned. Whoever owns or holds the rental property at the end of the lease must meet this obligation. If the deposit is not returned within 45 days, or if unreasonable withholdings are made, a tenant may seek relief through a lawsuit (warrant in debt) filed in the General District Court.

The landlord may charge a fee for returning the security deposit prior to the 45-day deadline if the lease provides for the fee and the tenant gives written notice requesting the expedited processing.

If there is more than one tenant on the rental agreement, return of the security deposit will be made by one check, payable to all tenants, unless otherwise agreed upon in writing by all tenants. The check will be sent to the forwarding address provided by one of the tenants. If no forwarding address is provided within a year of ending the tenancy by any of the tenants, the landlord should deposit the security deposit into the Virginia Housing Trust Fund.

C. THE EVICTION PROCESS

The law gives the landlord the right to repossess a dwelling following a serious violation of the rental agreement by the tenant. The eviction process may vary slightly in different localities; however there are three basic steps:

- 1) A violation of terms and conditions of the rental agreement occurs, such as nonpayment of rent, disturbing other tenants, physical destruction of the premises, etc.
- 2) A written notice is mailed to the tenant, or hand delivered by the landlord or his agent, specifying the act(s) and omission(s) constituting the violation, and stating that the rental agreement will terminate as provided in the notice.

- a. **Correctable violations:** If the violation is correctable by repairs, payment of damages, or other actions and the tenant adequately corrects the violations prior to the date specified in the notice, the rental agreement will not terminate. The correction period is usually 21 days. The rental agreement usually terminates within 30 days of the notice date if the violations are not corrected within 21 days.
- b. **Non-correctable violations:** If the violation is not correctable or has occurred before, the landlord may terminate the rental agreement with a straight 30 day notice. Eviction notices can be reduced from 30 to 15 days for tenants who have committed a criminal or willful act which is not remediable and which poses a threat to the health or safety of other tenants (e.g., illegal drug activity).
- c. **Delinquent rent:** If the notice is for unpaid rent, and the tenant fails to pay rent within 5 days after receiving notice, then the landlord may terminate the rental agreement and seek possession of the dwelling unit.

Even if the landlord does not file a lawsuit for unpaid rent, he is still able to recover rent that is due or owing, late charges and fees provided for in the rental agreement, and any reasonable attorney's fees and court costs.

3) The landlord seeks to obtain possession of the dwelling by filing a request with the clerk of the General District Court to issue a "summons for unlawful detainer" on the tenant advising him when to appear in court. If the court finds on the return date or trial date that the tenant has no legal right to the dwelling, the tenant is ordered to vacate the unit by a specific date (usually within 10 days) or face forcible eviction by the sheriff. The tenant has 10 days to appeal to Circuit Court and post an approved bond. Otherwise, on the eleventh (11th) day the local sheriff can serve a writ of possession to forcibly evict the tenant and his/her belongings. If the tenant does not voluntarily move within 72 hours of service, the sheriff can return to forcibly evict the tenant and his property.

The landlord may choose to continue his **monetary claims** for up to 90 days in order to establish the final rent and damages due.

The court may order, at the request of the landlord, that the tenant pay rent due (and future rent as it becomes due) into escrow in order to continue the case or set the matter off for trial. However, the court shall not order rent payments into escrow if the tenant asserts a good faith defense.

NOTE: A landlord cannot take the rental property back by diminishing services/utilities or restricting access to the unit UNLESS the refusal complies with BOTH an unlawful detainer action from a court AND the execution of a writ of possession. Any rental agreement that states otherwise is unenforceable by law even if the landlord only owns a single rental property.

RENTING A MOTEL ROOM: A person occupying a hotel, motel, extended stay facility, vacation residential facility, boardinghouse, or similar lodging as his or her primary residence for fewer than 90 consecutive days can be evicted by the owner of the establishment without following the procedure detailed above. The owner of the transient lodging must provide five-day written notice of nonpayment to a person living there. When the five day notice has expired and the lodger has not paid in full, the owner may evict the lodger by changing the locks, shutting off utilities, or removing belongings (known as “self-help” eviction.)

However, if the person occupying the hotel or other lodging resides there as his or her primary residence for more than 90 consecutive days or is subject to a written lease for more than 90 days, that lodging will be treated as a dwelling unit subject to landlord-tenant law, including the prohibition against self-help eviction. After 90 consecutive days of residence, the owner of the lodging place must follow the eviction procedures detailed in the Eviction section of this guide.

Tenant Liabilities: Moving out within 5 days of receiving a notice of delinquent rent does not automatically release the tenant from his obligations. A judgment may be entered against the tenant, requiring payment of rent until the rental agreement expires or until a new tenant enters, whichever comes first. In some cases, the tenant’s wages may be garnished to ensure payment. In some cases, a tenant may also be liable for the landlord’s attorney’s fees.

Limitations to Landlord Actions: The law prohibits the landlord from removing or excluding the tenant from the premises, or denying essential services such as utilities, until the Court orders an eviction and the sheriff enforces it.

Any provision in any lease agreement allowing a landlord to take possession through terminating necessary utilities or lock-out is unenforceable. A tenant can bring an action in General District Court against a landlord who uses unlawful tactics to evict the tenant.

Waiver of Landlord’s Rights: Unless the landlord accepts the rent with reservation and gives the tenant written notice of such acceptance within 5 business days, a landlord accepting full or partial payment of rent with knowledge of material noncompliance with the rental agreement waives or gives up the right to terminate the rental agreement. If a landlord has given the tenant written notice that rental payments are accepted with reservation, the landlord may accept full payment and still be entitled to receive an order for possession terminating the rental agreement. An important exception to the rule arises if the tenant’s violation involves or constitutes a criminal or willful act that is not remediable and poses a threat to health or safety. In that case, the landlord may immediately terminate the agreement and seek possession of the premises.

NOTE: If a landlord enters into a new written agreement with the tenant prior to eviction, an order of possession obtained before the new rental agreement is not enforceable.

Redemption of Tenancy: The law gives the landlord the right to terminate a rental agreement and repossess a dwelling unit following a serious violation of the rental agreement by the tenant. However, in the case of nonpayment of rent, if a tenant pays all rent and arrears, along with any

reasonable attorney fees and late charges and other charges and fees as contracted for in the lease and any court costs, all proceedings for eviction or unlawful detainer will cease even if the landlord says rent was accepted “with reservation.” The court decides any dispute between the parties regarding amount owed. **This “right of redemption” of tenancy may be exercised by the tenant ONLY ONCE during any 12 month period.**

The tenant may (1) pay by the return date or (2) present to the court a redemption tender for payment by the return date. “Redemption tender” means a written commitment to pay by a local government or non-profit entity within 10 days of the return date. If the tenant presents a redemption tender, the court must continue the unlawful detainer for 10 days. If the landlord fails to receive full payment within 10 days, the court will, without further evidence, grant judgment for all amounts due and for immediate possession of the premises.

Special Protection for Victims of Domestic Violence: An act of violence that occurs in a dwelling unit or on the premises may qualify as material noncompliance with the rental agreement that could justify eviction. However, a tenant who is a victim of family abuse may be protected from eviction (1) if she notifies the landlord of the abuse and the landlord then bars the perpetrator from the dwelling unit, *or* (2) if she obtains a protective order against the perpetrator.

To qualify for protection, a tenant who is a victim of domestic violence must:

- 1) within 21 days of the alleged offense, provide written documentation to the landlord that corroborates her status as a victim of family abuse and shows that the perpetrator has been excluded from the dwelling unit; AND
- 2) Notify the landlord within 24 hours if the perpetrator, in violation of a bar notice, returns to the dwelling unit or premises. If the tenant can prove that she did not know that the perpetrator violated the bar notice, or that it was not possible for her to notify the landlord within 24 hours, then the tenant must notify the landlord within 7 days of the perpetrator’s return.

If these conditions are not met, a tenant who is a victim of domestic violence may remain responsible for the acts of other co-tenants, occupants, or guests, including the perpetrator, and may be subject to termination of the rental agreement pursuant to the lease.

Victims of family abuse, sexual abuse, and criminal sexual assault are also specially protected. These victims are allowed early termination of their rental agreements so long as they follow these steps:

The victim must EITHER:

- 1) Obtain an order of protection AND
- 2) Give written notice of termination to the landlord within the period of the protective order or the period of an extension of the protective order.
 - a. The notice of termination must include a date for the termination of the lease.
 - b. The date of termination must be at least 30 days after the date the next rent payment is due.
 - c. The order of protection or the conviction order AND the written notice of

termination must be provided to the landlord at the same time.

OR:

- 1) Obtain a court order convicting a perpetrator of any crime of sexual assault, sexual abuse, or family abuse against the victim AND
- 2) Give written notice of termination to the landlord (following 2a-2c above)

Rent will remain due at such time as agreed upon in the rental agreement up through the effective date of the termination.

The landlord may not charge the victim any fees or damages for ending the lease early in these situations.

Any co-tenants on the victim's lease remain responsible for the rent through the end of the original (not terminated) rental agreement. But, if the only remaining tenant is the perpetrator, the landlord may terminate the rental agreement and collect actual monetary damages for the early termination from the perpetrator.

D. DISPOSAL OF ABANDONED PROPERTY

Personal property left in the dwelling unit (or storage area) after the lease ends and the landlord regains possession can be considered abandoned at the time. The landlord may dispose of the property after 24 hours if the landlord has given the tenant proper prior written notice. A termination notice is one way, but not the only way, that the landlord may give such notice.

If a tenant who is the sole occupant of a dwelling unit dies and there is no person authorized to handle probate matters for the deceased tenant, the landlord may dispose of personal property left on the premises or in the dwelling unit, provided he has given at least 10 days' written notice to the person identified in rental application as the person to be contacted in the event of the tenant's death.

The lease is considered terminated on the date of the tenant's death. The landlord does not have to seek an order of possession for the property from the court. The estate of the tenant remains responsible for actual damage caused by the tenant, but the landlord must continue to mitigate these damages.

V. UTILITY TERMINATION

Where utilities are not included in the rent and are a part of a contractual relationship between the tenant and the utility company, the Virginia State Corporation Commission (SCC) has published rules to limit the termination of service in certain circumstances:

1. **Cold Weather Terminations**: Each utility must have on file with the SCC a policy document known as a tariff. The tariff must address the utility's policy regarding cold weather terminations. These policies vary from utility to utility. Anyone faced with

termination of service in cold weather season should inquire with the utility or the SCC regarding that utility's limitations on termination of service.

2. **Serious Medical Conditions**: There are now rules requiring certain public utilities to provide up to a 60 day delay of service termination for nonpayment for people with documented Serious Medical Conditions. The ONLY utilities included are investor-owned electric utilities, electric cooperatives and public utilities such as water service.
 - a. A Serious Medical Condition (SMC) is a physical or psychiatric condition that requires medical intervention to prevent further disability, loss of function or death.
 - b. A SMC is typically characterized by a need for ongoing medical supervision or the consultation of a physician.
 - c. In order to document a SMC, the treating physician must complete the SMC form and file it with the SCC (usually annually).

RENT ASSISTANCE PROGRAMS

I. SUBSIDIZED HOUSING

Based on their income, individuals and families may qualify for subsidized housing through the Section 8 and other rental assistance programs such as Section 202 (elderly and handicapped) and Section 515 (rural). Rent for this housing is generally based on 30% of the adjusted gross income of the family. The rental assistance is either tied to units in a multi-family housing complex (project-based assistance) or tied to vouchers that individuals use to shop for their own individual housing in the local housing market.

Subsidized housing is very limited in this area; therefore, waiting lists are quite long. Federal law requires, however, that priority be given to applicants who: (1) either work or live locally; or (2) who have a disability or share a household with a spouse or other adult who has a disability; or (3) who are homeless at the time of admission. Currently, there are no multi-family project-based Section 8 housing developments in Caroline or King George counties. Individuals, however, can use a “housing choice” Section 8 voucher in these two counties, as well as in Fredericksburg, Spotsylvania, and Stafford, if they find a landlord who is willing to accept the voucher. Spotsylvania and Caroline counties also have low-rent housing (Section 515) under USDA/Rural Development (formerly Farmers Home Administration).

Waiting time for qualified applicants to obtain multi-family project-based housing and vouchers can vary considerably based on factors such as: (1) whether applications are being accepted; (2) the frequency with which vacancies become available; (3) whether additional vouchers are awarded to local agencies administering the Section 8 program; and (4) whether applicants meet qualifications for preferences.

II. TAX CREDIT PROGRAMS

Virginia’s low income housing tax credit law allows landlords renting units to low-income tenants who reside in a domestic violence or homeless shelter during the 12 months preceding the lease term, as well as elderly and disabled tenants, to qualify for tax credits of 50% of the rent reductions that are allowed to such tenants. Tax credits will generally not reduce rents as much as Section 8 and other rent subsidy programs.

EMERGENCY HOUSING

ACTS HOMELESS SHELTER

17866 Main St.
Dumfries, VA 22026
Ph: 703-221-3188

An 18 bed homeless shelter that provides short-term emergency housing to families and single males. Additional services include, but are not limited to, intensive case management, Children's Coordinator's services, and life skills classes.

COLD WEATHER SHELTER

750 Kings Highway
Stafford, VA 22555
Ph: 540-361-7808

Provides shelter to the homeless on cold nights between November and February with no fee. Operated by Micah Ministries.

EMPOWERHOUSE

150 Olde Greenwich Dr.
Fredericksburg, VA 22408
Ph: 540-373-9372

Emergency Hotline: 540-373-9373
This shelter is for victims of domestic violence (and children) who are in crisis. Maximum length of stay is 60 days.

MICAH ECUMENICAL MINISTRIES

1013 Princess Anne St.
Fredericksburg, VA 22401
Ph: 540-479-4116

Provides services and support to the homeless. They offer advice, services, showers, clothes and meals.

RAPPAHANNOCK UNITED WAY BARBARA C. TERRY EMERGENCY ASSISTANCE FUND

3310 Shannon Park Drive
Fredericksburg, VA 22408
Ph: (540) 373-0041

RESIDENTIAL RECOVERY PROGRAM

1512 Princess Anne St.
Fredericksburg, VA 22401
Ph: 540-479-8300

Program assists homeless who have been recently discharged from the hospital or mental institute. They provide breakfast, lunch and dinner and help with finding employment and housing.

ST. VINCENT DE PAUL

142 Olde Greenwich Dr.
Fredericksburg, VA 22408
Ph: 540-898-8065

This organization assists at St. Jude's Catholic Church and helps with rent, security deposit, utilities, bus tickets, medications, car repair and insurance payments. They offer financial assistance on Thursdays 6pm only to first 30 people.

ST. WILLIAM OF YORK

3130 Jefferson Davis Hwy
Stafford, VA 22554
Ph: 540-720-6652

Outreach program, food pantry, spiritual support for those in need.

THE HILDA M. BARG HOMELESS PREVENTION CENTER

14954 Jefferson Davis HWY
Woodbridge, VA 22191
Ph: 703-680-5403

Emergency shelter for families and individuals.

TRAVELERS REST BAPTIST CHURCH

6823 Partlow Road
Spotsylvania, VA 22551-2922
Ph: 540-582-9714

THURMAN BRISBEN CENTER (TBC)

471 Central Road

Fredericksburg, VA 22402

Ph: 540-899-2891

80 bed shelter open to both individuals and families who are able to care for themselves.

Length of stay: 30 days with possible extension up to 90 days. Dinner provided to non-residents.

TRANSITIONAL HOUSING

HOPE HOUSE

902 Lafayette Boulevard

Fredericksburg, VA 22401

Ph: 540-371-0831

Hope House is a temporary facility for homeless women and their children. The maximum length of stay is 2 years. Referral by a social agency is required.

SUBSIDIZED AND SECTION 8 HOUSING

*Individuals and families may qualify for subsidized housing based on income.
Rent is generally based on 30% of your adjusted income.*

CAROLINE MANOR 1 & 2

150 Courthouse Lane
Bowling Green, VA 22427
Ph: 804-633-9900

Section 8 and tax credit community with subsidized housing. Rent 30% of income. Call for rates. Laundry room. Residents pay all utilities except trash. Security deposit is 1 month's rent. Service animals only. Accessible unit available. Wait list.

COURTHOUSE GREEN APARTMENTS

8132 Pool Drive
Spotsylvania, VA 22553
Ph: 540-582-9421

Tax credit community. Minimum income requirement for 1 BR \$12,936, 2 BR \$15,576. Security deposit is 1 month's rent. Resident pays all utilities except water, sewer, and trash. No pets. App. fee \$25/adult. Wait list.

FOREST VILLAGE APARTMENTS

1300 Forest Village
Fredericksburg, VA 22401
Ph: 540-371-2200

Tax credit community and accepts Section 8. Security deposit \$200-1 month's rent. 1, 2&3 BR. Resident pays all utilities except water, trash and sewer. 2 year wait list.

GARRISON WOODS

207 Garrison Woods Drive
Stafford, VA 22556
Ph: 540-659-6078

Section 8 and subsidized housing. 1,2,3,& 4 Br. Rent is 30% of residents' income. Resident pays all utilities except water, trash and sewer. No pets. 2 - 4 year wait list.

HAZEL HILL APARTMENTS

100 Princess Anne Street #100
Fredericksburg, VA 22401
Ph: 540-373-1422

Section 8 and subsidized housing. Rent is 30% of income. Resident pays all utilities except water, sewer, and trash. No Pets. Security deposit based on income. Resident services program, nurse on staff, community garden, after school/tutoring program. Wait list.

HERITAGE PARK APARTMENTS

1003 Heritage Park
Fredericksburg, VA 22401
Ph: 540-371-9362

Section 8 and some subsidized units. Tax credit program. Min income req: \$21,50. 2 BR \$660; 3 BR \$735. Resident pays all utilities except water, sewer, and trash. Security deposit is 1 month's rent. Pets welcome with breed restrictions and \$300 deposit.

THE MEADOWS

400 A Meadow Ave.
Colonial Beach, VA 22443
Ph: 804-224-4100

Subsidized housing. 202 PRAC. Head of household must be 62+. Rent is 30% of income. \$72 utility allowance. Security deposit is 1 month's rent. Accessible units available. Pets, with \$300 pet deposit. Wait list.

THE PINES

8835 Crismond Lane
Spotsylvania, VA 22551
Ph: 540-582-2415

1 & 2 BR units. Call for rates. Water, trash, and sewer included. Maximum income requirements. No pets. Wait list.

RIVERWOOD APARTMENTS

368 Riverwood Drive
Colonial Beach, VA 22443
Ph: 804-224-0901
Section 8 and subsidized housing.
1,2,&3 BR. Rent and security deposit
income based. Resident pays all utilities.
Wait list. No pets.
*Renovations- 9 upcoming ADA units.

SKY TERRACE

126 Onville Road (mailing address)
Stafford, VA 22556
Ph: 540-658-1700
Accepts Section 8 and is a tax credit
community. Max. income requirements.
Minimum income: 2.5x monthly rent
1BR \$1,144-\$1315; 2BR \$1,222-\$1468;
3BR \$1375-\$1564; 4 BR \$1,365.
Resident pays all utilities & \$12.62/ month
trash pickup. Security deposit \$500+.
Pets allowed with \$300 fee. \$35 application
fee/ adult.

STAFFORD LAKES APARTMENTS

35 Stonehaven Drive
Fredericksburg, VA 22406
Ph: 540-286-0950
Tax credit community.
2BR \$975+ (Min. Income Req: \$30,000),
3Br \$1100+ (MIR: \$35,000). Sec. deposit
\$350+. Resident pays all utilities except
water, trash, and sewer. Washer/Dryer
included. Pets allowed with \$300
nonrefundable fee & \$25/month.
Application fee \$32/ adult.

STONEGATE

20 Stonegate Place
Stafford, VA 22554
Ph: 540-659-4141
Accepts Section 8 and is a tax credit
community. Credit check required.
Min income req: \$34,170. Security deposit
\$250+. 2 BR \$1,139; 3 BR \$1,269.
Washer/dryer included. Pets less than 75lbs
with \$250 deposit & \$20/month. 9
accessible units.

TIMBER RIDGE

3500 Golden Field Lane
Fredericksburg, VA 22408
Ph: 540-710-6595
Toll Free: 866-531-5431
Accepts Section 8 and is tax credit
community. Security deposit \$87.50+.
2 BR \$998+; 3 BR \$1,190+. Washer and
dryer included. Pets welcome with \$300
deposit and \$25/month. Application fee \$35/
adult.

SENIOR HOUSING

ALEXANDER HEIGHTS

2704 Salem Church Rd.

Fredericksburg, VA 22407

Ph: 540-548-0010

Accepts Section 8. Age 55+.

1 BR \$1,051+; 2 BR \$1,299+.

Accept pets under 35lbs with \$150 deposit with \$150 nonrefundable fee and \$25/month. Administrative fee \$300.

Application \$40/ person.

ASBURY MANOR

10235 Brittany Commons Blvd.

Spotsylvania, VA 22553

Ph: 540-710-1905

Age 62+. Subsidized. 1 BR rent is 30% of income. Water, sewer, trash included. Pets under 20 lbs with \$300 deposit. Some accessible units. Waiting list.

BELLEVIEW SENIOR APARTMENTS

222 Belleview Ave.

Orange, VA 22960

Ph: 540-661-3300

Age 55+ or disabled. Tax credit community. 1-2 BR. All utilities included. No min. income requirements. Max income req. based on occupancy (1 person: \$29,940; 2 persons: \$34,200). 1 BR \$668; 2 BR \$801. Pets allowed with \$300 fee and \$25/month/pet. Security deposit based on credit. No felons, sex offenders, or full-time students. No current app fee. Wait list.

COURTHOUSE LANE 1 & 2

150 Courthouse Lane

Bowling Green, VA 22427

Ph: 804-633-9900

Subsidized and tax credit community. Call for current rent rates. Rent 30% of income. Resident pays all utilities except water and trash. Security deposit is 1 month's rent. Pets allowed. Accessible apartments. \$11 app. fee. Waiting list. Laundry rooms.

ENGLISH OAKS

11 Darlington Way

Fredericksburg, VA 22406

Ph: 540-372-7797

Age 55+. 1 BR \$950+; 2 BR \$1075+.

Resident pays all utilities except heat, water, sewer, and trash. Fred bus stop. Max income req. Minimum income: 2x month's rent. \$30 application fee/adult. Security deposit from \$300-1 month's rent. Pets under 35lbs with \$150 nonrefundable deposit and \$15 per month per pet, max 2 pets. Waiting list.

ENOCH GEORGE MANOR

10231 Brittany Commons

Spotsylvania, VA 22553

Ph: 540-710-9989

Fax: 540-710-0501

Tax credit community. Age 55+.

1 BR \$790; 2 BR \$985

Minimum income requirements:

1 BR \$22,000; 2 BR \$26,000.

Security deposit \$200+. Residents responsible for electricity. Pets up to 35 lbs. w/\$200 fee, shot records, and registration.

THE EVERGREENS AT SMITH RUN

2700 Cowan Boulevard

Fredericksburg, VA 22401

Ph: 540-374-1544

Age 55+. 1 BR & 2 BR, call for rates.

Resident pays all utilities except water, sewer & trash. Pets under 25 lbs. with a \$300 pet fee & \$25/month. Max 2 pets. 2 accessible units available. FRED bus pickup and drop off. Application fee \$50/adult. Amenity fee \$200. Swimming pool.

THE GARDENS OF STAFFORD

2195 Mountain View Road

Stafford, VA 22556

Ph: 540-657-1002

Ages 55+ Tax credit community and accepts

Section 8. Max income requirement

1 person \$45,900; 2 people \$52,440.

1 BR \$899+; 2 BR \$1,090+. \$99 security

deposit. Resident pays all utilities except

water and trash. Pets under 35 lbs., \$150

deposit & \$15/month. 8 Accessible units.

\$30 application fee. **100% Smoke free.**

GERMANNA HEIGHTS

35059 Germanna Heights Drive

Locust Grove, VA 22508

Ph: 540-423-1090

Accepts Section 8 and is tax credit

community. Age 45+. 1BR \$630; 2BR \$740.

One pet under 25lbs w/\$150 deposit. 2

accessible units, all wheelchair accessible.

Many amenities. Wait list.

KINGS CREST

11500 Kings Crest Court

Fredericksburg, VA 22407

Ph: 540-891-9278

Section 8 and is tax credit. Age 55+.

1 BR \$740; 2 BR \$925. Sec. dep. \$99+.

Max income req: 1p, \$37,650; 2p, \$43,000.

Garage, \$65; carport, \$25. Resident pays all

utilities except gas, water, trash, and sewer.

Pets under 35 lbs. w/\$150 deposit. 5

accessible units. App. fee \$30/adult.

MADONNA HOUSE

2600 Cowan Boulevard

Fredericksburg, VA 22401

Ph: 540-371-8212

Accepts Section 8. Independent living.

Ages 55+. Min/max income requirements.

1BR \$800+; 1BR/balcony \$865; 2BR \$975.

Security dep. \$200. Resident pays all

utilities except gas, water, and trash. Pets

under 20 lbs. with \$200 deposit. Some

accessible units.

MCKENDREE MANOR

101 McKendree Court

Fredericksburg, VA 22406

Ph: 540-373-1419

Ages 62+. 1 BR and efficiencies.

Subsidized. Rent is 30% of income. \$58-\$66

utility allowance. Pets less than 20lb with

refundable \$300 deposit. Waiting list.

MEADOWS AT SALEM RUN

5711 Castlebridge Road

Fredericksburg, VA 22407

Ph: 540-786-1733

Accepts Section 8 and is tax credit

community. Maximum income

requirements. Min income is 2x 1 month's

rent. 1 BR \$850+; 2 BR \$1100. Security dep

is \$99+. Resident pays electric, phone, and

cable. Pets under 35 lbs. welcome with \$150

deposit. Some accessible units.

\$30 application fee per adult.

MILL PARK TERRACE

2216 Caroline Street

Fredericksburg, VA 22401

Ph: 540-371-4430

Section 8 and tax credit. Subsidized.

Age 62+ or 18+ with handicap or disability.

1Bedrooms with rent and security deposit

based on 30% of income. Resident pays all

utilities except water, trash, and sewer. 1 pet

under 25 lbs allowed. 11 wheelchair

accessible units. Waiting list.

THE OAKS

3900 Sound View Circle

Triangle, VA 22172

Ph: 703-221-6257

Accepts Section 8 and is tax credit

community. At least one person must be

55+. Max/min income requirements. Call for

rates. Water, sewer, trash included. Pets

under 25lbs welcome with fee. Accessible

units. Application fee.

GENERAL RENTAL UNITS

ARBOR GROVE

100 Timber Lake Street
Stafford, VA 22554
Ph: 540-659-4287

Accepts Section 8 and are tax credit.
Min/max income requirements. Call for current rates. Security dep. \$299, \$799 or \$1299. Residents pay all utilities except water, trash, and sewer. Pets allowed with \$250 dep., \$25/mo. \$9 app. fee/person.

APARTMENTS BY GLENNEL

11470 Woodside Drive
King George, VA 22485
Ph: 540-775-2889

2 BR 1 BA only, \$870. Water and trash included. Pets welcome. Security deposit based on credit.

AQUIA TERRACE

190 White Pine Circle
Stafford, VA 22554
Ph: 540-288-9800

Min. income is 3x rent.
1 BR \$1,160+; 2 BR \$1,265; 3 BR \$1,480.
Security dep. \$250. Resident pays all utilities except trash. Pets allowed with breed restrictions on dogs & \$250 deposit, \$300 non-refundable fee, and \$30/month per pet. 6 accessible units. Application fee \$32. Administrative fee \$200.

BAYVUE

1293 Bayside Ave.
Woodbridge, VA 22191
Ph: 703-491-5032

Efficiency, \$945+; 1 BR \$1200;
2 BR \$1,375+; 3 BR \$1,500. Security deposit of \$200 or ½ month's rent.
Residents responsible for electricity. Pets up to 75lbs with \$25 fee, dogs \$45-78/month. \$30 application fee. Swimming pool, children's play area, grilling area and dog park.

BELLS RUN TOWN HOMES

50 Belladonna Lane
Stafford, VA 22554
Ph: 540-657-5483

3BR \$1,490+, 4BR \$1,950+, 3BR/3.5bA \$1950. Security deposit \$500. Resident pays all utilities except trash. Pets welcome with \$350 pet deposit and \$25/month. 2 accessible units. Application fee \$35.

BREEZEWOOD APARTMENTS

10502 Rising Ridge Road
Fredericksburg, VA 22407
Ph: 540-736-7091

Call for rates. Security dep. \$35+. Resident pays all utilities except water, trash, and sewer. Pets welcome, breed restrictions for dogs w/\$400 fee, \$100 deposit, and \$20/mo. All charges per pet. Accessible units available. \$40/ adult application fee.

BRITTANY COMMONS

10122 Kensal Way
Spotsylvania, VA 22553
Ph: 540-891-2990

Section 8. Min. income is 3x monthly rent.
1 BR \$1055+; 2 BR \$1295-\$1430;
3 BR \$1395-\$1550. Security dep. based on credit. Trash included. 3, 6, 9, and 12 month leases available with rent premium. Pets under 95lbs allowed with \$25/month fee & \$200-\$300 fee. Breed restrictions on dogs. 2 pets max. Some accessible units. App. fee \$40 per person. \$125 holding fee.

CAMDEN HILLS

136 Wellington Lakes
Fredericksburg, VA 22401
Ph: 540-371-2660

Accepts Section 8. 1 Br, \$865+; 2 Br \$975+; 3Br 1075-1125. Security dep. \$300/up. Resident pays all utilities except gas and trash. Pets, with \$300 fee & \$25/15mo. Breed restrictions apply. \$40 app. fee.

**COLONIAL HEIGHTS APARTMENTS
(CVHC)**

202 Charles Street
Fredericksburg, VA 22401
Ph: 540-604-9943
2 BR \$850+. No pets. Deposit is 1 month's rent. Application fee \$20.

**COLONIAL VILLAGE AT
GREENBRIER APARTMENTS**

1 Greenbrier Drive
Fredericksburg, VA 22401
Ph: 540-373-2319
Call for rental rates, subject to daily change. Basic extended cable provided. Renter pays all other utilities. Pets allowed with \$300 fee for 1st pet, \$400 if over 50lb; \$100 fee for 2nd, \$25/pet/month, max. 2 pets. Some accessible units available. Security deposit \$150- 1 month's rent. Application fee \$50. \$150 processing fee. Criminal background check.

THE COMMONS AT COWAN BLVD

2352 Cowan Blvd.
Fredericksburg, VA 22401
Ph: 540-371-6655
Accepts Section 8. Min. income requirements. 1 BR \$729+; 2 BR \$786+; 3 BR \$1275+. Security deposit. Resident pays all utilities. Pets allowed with fee and monthly charge. Breed restrictions. Application fee.

**COURTHOUSE GREEN
APARTMENTS**

8132 Pool Drive
Spotsylvania, VA 22553
Ph: 540-582-9421
Tax credit community. Minimum income requirement for 1 BR \$12,936, 2 BR \$15,576. Security deposit is 1 month's rent. Resident pays all utilities except water, sewer, and trash. No pets. App. fee \$25/adult. Waiting list.

CRESCENT POINTE

414 Malvern Hill Court
Stafford, VA 22554
Ph: 540-288-8700
Section 8 and tax credit community. Minimum income req of \$28,800. 3 BR Townhomes \$1,267+. Resident pays all utilities except trash. Security dep. \$99+. Pets under 70 lbs. with \$300 fee and \$25/month. Maximum of 2 pets, with breed restrictions. 2 accessible units. App. fee \$15.

CRESTVIEW APARTMENTS

100 Crestview Way
Fredericksburg, VA 22401
Ph: 540-368-1303
Accept Section 8 and tax credit community. Minimum income requirements vary. 1 BR \$1029; 2 BR \$1,059; 3 BR \$1,279. Security dep. \$250-\$750. Pets under allowed 75 lbs. with \$300 fee and \$25/pet/month. 4 accessible units. App. fee \$9.

DAHLGREN HARBOR APARTMENTS

5392 Harbor Court
King George, VA 22485
Ph: 540-663-2617
Accepts Section 8. Minimum income requirement of \$23,000. 2BR, \$750+. Security dep. \$700- 1 month rent; Resident pays all utilities except water, trash, and sewer. Pets welcome with \$250 fee, \$25/month per pet. Dog breed restrictions. Application fee \$32/ adult.

ENGLAND RUN NORTH

18 Newcastle Place
Fredericksburg, VA 22406
Ph: 888-663-5202
Accepts Section 8. Min. income req: \$25-27,000. 2BR, \$1033+; 3BR, \$1046+. Security deposit varies based on credit. Resident is responsible for all utilities. Pets allowed with breed restrictions and \$300 deposit, \$25/month/pet. Application fee \$35/ adult.

ENGLAND RUN TOWNHOMES

2 Sondra Lane
Fredericksburg, VA 22406
Ph: 540-371-7066
Toll Free: 866-643-6623
Accepts Section 8. Tax credit.
2 BR \$1093+; 3 BR \$1,234+. Security dep.
credit based. Resident pays all utilities
except trash. Pets under 50 lbs w/ \$300 fee
and \$25/month. Breed limitations on dogs.
Waiting list. \$35 application fee per adult.

FOREST VILLAGE APARTMENTS

1300 Forest Village
Fredericksburg, VA 22401
Ph: 540-371-2200
Tax credit community and accepts Section
8. 1,2&3 BR. Security dep. \$200-1 month's
rent. Resident pays all utilities except water,
trash and sewer. 2 year waiting list.

GARRISON WOODS

207 Garrison Woods Drive
Stafford, VA 22556
Ph: 540-659-6078
Subsidized. 1, 2, 3, and 4 Br. Rent 30% of
resident gross income. Resident pays all
utilities except water, trash, and sewer.
Some accessible units available. No pets.
Security dep. varies based on income.
Waiting list.

GREENS OF SALEM RUN

5600 Salem Run Blvd
Fredericksburg, VA 22407
Ph: 540-785-5211
Accepts Section 8 and tax credit community.
Minimum income requirement is \$26,971.
Call in for rates. Security deposit \$400+
based on credit. Resident pays all utilities
except trash. Pets welcome with \$300 fee
and \$30/month. 2 pet maximum. Some
accessible units available. Application fee
\$40/adult.

HERITAGE PARK APARTMENTS

1003 Heritage Park
Fredericksburg, VA 22401
Ph: 540-371-9362
Section 8 and some subsidized units. Tax
credit program. Min. income req: \$21,500.
2 BR \$660; 3 BR \$735. Resident pays all
utilities except water, sewer, and trash.
Security deposit is 1 month's rent. Pets
welcome with breed restrictions and \$300.

KENDALWOOD APARTMENTS

214 Kings Mill Court
Fredericksburg, VA 22401
Ph: 540-371-0606
1 BR \$850+; 2 BR \$985+. Security dep. is
\$300- 1 month's rent. Resident pays all
utilities except trash. Pets welcome with
\$150 refundable deposit and \$150
nonrefundable fee per pet and \$25/month pet
rent. Breed restrictions on dogs. 2 accessible
units available. Application fee \$45.

KILBURN CROSSING

6601 Charmed Way
Fredericksburg, VA 22407
Ph: 540-786-8660
Accepts Section 8. Minimum income
requirement of 3.5 times monthly rent.
1 BR \$1065+; 2 BR \$1,305+; 3 BR \$1,465+.
6-15 month leases available. Pets welcome,
with breed restrictions on dogs, \$250
deposit, and a \$300 pet fee. Accessible units.
Application fee \$35.

LAKEWOOD APARTMENTS

100 Waterside Terrace
Stafford, VA 22554
Ph: 540-720-0544
Minimum income requirement \$36,360+.
1 BR \$980+; 2 BR \$1,325+. Security
deposit, \$200+. Resident pays all utilities
except water, trash, and sewer. Pets
welcome under 35 lbs with \$350 fee and
\$35/month. Some accessible units.
Application fee \$32/ adult.

LEE STREET TOWNHOMES

150 Courthouse Lane
Bowling Green, VA 22427
Ph: 804-633-9900
Subsidized. 2 BR rent is 30% of income or basic \$694. Security deposit is equal to 1 month's rent. Resident pays all utilities. Washer/dryer included. Assistance animals welcome. \$11 application fee. Waiting list.

THE LOFT AT LITTLE CREEK

3600 Quantico Terrace Drive
Triangle, VA 22172
Ph. 703-221-4696
Accepts Section 8. Call for rates and security deposit. Some utilities included. Some accessible units available. Application fee. Pets under 20lbs allowed with \$500 fee. Waiting list.

LONGVIEW

13723 Lynn St.
Woodbridge, VA 22191
Ph: 703-494-1930
Efficiencies \$919; 1 BR \$1039+; 3 BR town homes \$1,489-1599+; 4 BR \$1,549.
Resident pays all utilities except heat, hot water, and gas; town homes include trash and sewer; resident pays electricity, cable, phone. Security dep. \$200-1 month's rent. Max of 2 pets under 75 lbs. \$40-60 per month per pet. Application fee \$30.

MADISON AT ENGLAND RUN

101 Knights Court
Fredericksburg, VA 22406
Ph: 540-372-3793
Min. income requirement 3.5x monthly rent. Call for rates. Security dep. \$175+. Resident pays all utilities. Pets allowed with breed restrictions on dogs, \$300-\$450 fee and \$25-\$50/month pet rent. 2 pets max. \$200 admin fee. Application fee \$25/ adult.

MADISON AT FALLS RUN

2500 Green Tree Road
Fredericksburg, VA 22406
Ph: 540-371-5298
Min. income requirement 3.5x monthly rent. Call in for rates. \$500+ refundable security deposit or nonrefundable \$87.50 bond. Resident pays all utilities. 3 month short-term lease available. No more than 2 pets with \$300 fee for 1st pet and \$150 fee for 2nd. Pet fee of \$25/month; breed restrictions. Accessible unit available. App fee \$30/adult.

THE MARK AT SALEM STATION APARTMENTS

11132-A Sunburst Lane
Fredericksburg, VA 22407
Ph: 540-898-1565
Min income requirement is 3x monthly rent. 1 BR \$926+; 2 BR \$1,076+; 3 BR \$1,306+. Security dep. up to 1 month's rent. One-time \$125 amenities fee. Resident pays all utilities. Pets allowed with \$350 fee and \$25/ month. Breed restrictions on dogs. 3 accessible units. \$40/adult application fee.

THE MEADOWS

400 A Meadow Ave.
Colonial Beach, VA 22443
Ph: 804-224-4100
Subsidized. 202 PRAC. Ages 62+. \$72 utility allowance. Security deposit is 1 month's rent. Accessible units available. Pets welcome with \$300 deposit. Wait list.

MELROSE

18194 Purvis Dr.
Triangle, VA 22172
Ph. 703-221-3111
Accept Section 8. 1 BR \$720+; 2 BR \$790+, \$870+; 3 BR \$900+. Minimum income 3x monthly rent with cosigner. \$400 security deposit. Resident pays all utilities except water, sewer, and trash. 2 pets allowed under 100lbs with breed restrictions. \$250 pet fee and \$30/month/pet. Application fee \$35.

MONMOUTH WOODS

17060 Cromwell Place
King George, VA 22485
Ph: 540-775-0209 or 540-663-0433
Accept Section 8. Tax credit community.
\$25,622 minimum annual income.
2 Br, \$865+; 3 Br, \$985. Security deposit,
\$250-\$1250. Trash included. 2 pets max
with total weight of 75 lbs welcome, \$300
deposit and \$30/month animal rent. 2
handicap accessible units. Application Fee
\$32.

MONTICELLO SQUARE APARTMENTS

2105 Cowan Blvd.
Fredericksburg, VA 22401
Ph: 540-371-2880
Credit and background checks required. 1
BR \$900-\$960+; 2 BR \$960-\$1020; 3 BR
\$1,325-\$1400. Security dep. \$500. Utilities
included. 1 pet, with \$50 fee and \$10/month.
Application fee \$80.

PARK RIDGE TOWNHOMES

86 Park Cove Drive
Stafford, VA 22554
Ph: 540-288-8406
Section 8. Tax Credit. Min. income
requirement of 2.5x monthly rent. 3 BR
townhome \$1,260+. Security dep. \$500+.
Resident pays all utilities. Pets allowed w
ith \$300-400 fee and \$25/pet/month.
\$35/adult application fee.

PINE FOREST ESTATES

5225 Pine Forest Lane, Ste 109
King George, VA 22485
Ph: 540-663-3475
Section 8. Subsidized. Tax credit
community. No application fee, but \$25
charge for credit, criminal background
checks. 1 BR \$468-\$691; 2 BR \$518-\$810.
2 wheelchair accessible units. Only service
animals welcome. \$250 security deposit.
Waiting list.

POINTE AT STAFFORD

300 Park Ridge Court
Stafford, VA 22406
Ph: 540-659-9770
1BR \$1,215+; 2BR \$1,445+. Security
deposit is \$250. Resident pays all utilities
except trash (\$10 fee). Short-term leases
available. Pets allowed with a \$350 fee and
\$35/month, with breed restrictions on dogs.
\$35/adult application fee.

QUANTICO COURT

19050 Fuller Heights Road
Triangle, VA 22172
Ph. 703-221-4888
Accepts Section 8 and is tax credit. \$26,640
min. income. Max income based on size of
household. 1 BR \$740+. Sec. dep. \$300+
with good credit. Resident pays all utilities
except water, sewer, and trash. No pets.

RESIDENCES AT BELMONT

2520 Belmont Terrace
Fredericksburg, VA 22401
Ph: 540-371-7005
1BR \$945-\$1095+; 2BR 1BA \$1065-
\$1200+; 2BR 2BA \$1,110-\$1,245.
Renovated apts: 1BR \$1120-\$1175; 2BR
1BA \$1240-\$1275; 2BR 2BA \$1285-\$1320.
Security dep. \$250- 1 month's rent based on
credit, not required if approved. Resident
pays all utilities. 2 pets welcome with \$250-
\$350 deposit, \$25-\$35/month/pet with breed
restrictions. 5 accessible units. \$40 app. fee,
\$100 holding fee, \$150 admin. fee.

RIVERSIDE MANOR

101 Riverside Manor
Fredericksburg, VA 22401
Ph: 540-785-3620
Accept Section 8 and are tax credit.
Minimum income is 2x the rent. 2 BR
\$1144+; 3 BR \$1160+. Security dep. \$300+,
based on credit. Resident pays utilities. 2
pets allowed with a \$300-\$400 fee and
\$25/month. Application fee \$35.

RIVERWOOD APARTMENTS

368 Riverwood Drive
 Colonial Beach, VA 22443
 Ph: 804-224-0901
 Section 8 and subsidized housing. 1, 2, &3
 BR. Rent and security deposit income based.
 Resident pays all utilities.
 *Renovations- 9 upcoming ADA units
 accessible units. Wait list. No pets.

RIVER WOODS APARTMENTS

2000 Woodlyn Drive
 Fredericksburg, VA 22401
 Ph: 540-371-6770
 Call for rates. Minimum income \$27,450.
 Security deposit based on credit starts at
 \$100. Resident pays all utilities except
 water, trash, and sewer. 6 month lease
 available with premium. Pets with \$300 fee
 and \$20/mo., 2 pets max. \$32 application
 fee/adult, \$50/married couple.

SALEM FIELDS

7100 Alpha Court
 Fredericksburg, VA 22407
 Ph: 540-548-4500
 Accepts Section 8 and tax credit community.
 Min/max income requirements. \$35
 application fee. 3 BR \$1,279; 4 BR \$1,350.
 Security dep. \$87.50+. Resident pays all
 utilities. Pets welcome with \$300+ fee,
 \$25/month/pet max 2 pets.

SALEM RUN APARTMENTS

5715 Castlebridge Road
 Fredericksburg, VA 22406
 Ph: 540-785-7089
 Section 8 and tax credit community. Min.
 income \$25,512. Income based rent.
 2 BR \$965+; 3 BR \$1,095. Security deposit
 \$500. Resident pays electric & water. Pets
 under 50 lbs. with \$250 deposit and \$25/
 month with breed restrictions. \$100 resident
 fee. App. fee \$32/adult. Accessible units.

SHENANDOAH STATION

19330 Belleau Wood Drive
 Triangle, VA 22172
 Ph: 703-221-2412
 Accepts Section 8 and are tax credit.
 Minimum income requirements \$32,300.
 1 BR \$1,080+; 2 BR \$1,350+. Security dep.
 is 1/2-1 month's rent. All utilities included
 (including Fios). 2 accessible units. Pets
 allowed with breed restrictions, \$300 fee
 and \$25/month. 2 pets max.

SKY TERRACE

126 Onville Road (mailing address)
 Stafford, VA 22556
 Ph: 540-658-1700
 Accepts Section 8 and is a tax credit
 community. Max. income requirements.
 Minimum income: 2.5x monthly rent
 1BR \$1,144-\$1315; 2BR \$1,222-\$1468;
 3BR \$1375-\$1564; 4 BR \$1,365.
 Resident pays all utilities & \$12.62/ month
 trash pickup. Security deposit \$500+.
 Pets, \$300 fee. \$35 application fee/adult.

SOUTHPOINT RESERVE AT STONEY CREEK

5300 Steeplechase Drive
 Fredericksburg, VA 22407
 Ph: 540-898-0616 or 866-819-5340
 Call for rates. Resident pays all utilities. Pets
 welcome with breed restrictions, \$150 pet
 fee and \$30/month. Application fee \$40.

STAFFORD LAKES APARTMENTS

35 Stonehaven Drive
 Fredericksburg, VA 22406
 Ph: 540-286-0950
 Tax credit community.
 2BR \$975 with min. income requirement of
 \$30,000, 3BR \$1100+ with MIR of \$35,000.
 Security deposit \$350-\$900. Resident pays
 all utilities except water, trash, and sewer.
 Washer and dryer included. Pets allowed
 with \$300 nonrefundable deposit &
 \$25/month. Application fee \$32/adult.

STONEGATE

20 Stonegate Place
Stafford, VA 22554
Ph: 540-659-4141

Toll free: 866-665-4379

Section 8 and tax credit. Credit check.
Min income requirement \$34,170 per year.
2 BR \$1,139; 3 BR \$1,269. Security deposit
\$250+. Washer/dryer included. Pets under
75lbs with \$250 deposit & \$20/month.
9 accessible units.

TIMBER RIDGE

3500 Golden Field Lane
Fredericksburg, VA 22408
Ph: 540-710-6595

Toll Free: 866-531-5431

Accepts Section 8. Tax credit. 2 BR \$998+;
3 BR \$1,190+. Security deposit, \$87.50+.
Washer and dryer included. Pets welcome
with \$300 deposit and \$25/month.
Application fee \$35/adult.

TOWNSEND SQUARE APARTMENTS

1100 Townsend Blvd.
Fredericksburg, VA 22401
Ph: 540-899-7711

Accepts Section 8. Tax credit community.
Minimum income requirement is \$30,270.
2 BR \$1009; 3 BR \$1,179. Sec. dep. \$300+.
Residents pay water and electric. Pets
allowed with \$300 fee and \$30/month/pet.
Breed restrictions on dogs. 16 accessible
units. Application fee \$12/adult.

**VENATOR AT COURTHOUSE
SQUARE**

26 Davenport Drive
Stafford, VA 22554
Ph: 540-720-2001

1, 2, & 3 BR rents subject to change. Sec.
dep. based on credit. No application fee.
Pets with \$350-\$500 fee and \$25-
\$35/month/pet. No breed restrictions.
Accessible units. \$35 application fee/ adult.

THE VILLAGE AT ENGLAND RUN

101 England Pointe Drive
Fredericksburg, VA 22406
Ph: 540-370-4055

Accepts Section 8 and are tax credit
community. Min/max income requirements.
2 BR \$949+; 3 BR \$1149+; 4 BR \$1223+.
Security deposit \$99+. Pets under 70lbs with
\$300 fee and \$25/month/pet. \$15 app. fee.

**WELLINGTON WOODS
APARTMENTS**

1704 Lafayette Blvd.
Fredericksburg, VA 22401
Ph: 540-371-5335

Toll Free: 888-640-0953

Accepts Section 8. 1 BR \$865+; 2 BR
\$975+; 3 BR \$1,075+. Security dep. \$300+.
Resident pays all utilities except gas and
trash. 2 pets welcome with \$300 fee and
\$25/month. Breed restrictions. \$40 app. fee.

WESTON CIRCLE

100 Weston Lane
Fredericksburg, VA 22401
Ph: 540-371-5244

Min income: 1 BR \$33,084-\$33,030;
2 BR \$35,820-\$43,020. Security deposit
\$250- 1 month's rent with approved credit.
Resident pays all utilities except water,
trash, and sewer. No more than two pets.
Only 1 dog. Pets must be under 35 lbs.
w/\$300 fee & \$25/mo. Accessible units
available. \$30/ adult application fee.

**WINDOVER VILLAS (Individual
Houses)**

8001 Cherry Tree Drive
Fredericksburg, VA 22407
Ph: 540-785-4009

Section 8 and tax credit. Min/max income
requirements vary. 3 BR \$1,449+; 4 BR
\$1,499+. Security dep. based on credit. Pets
allowed with breed restrictions and \$300 pet
fee, \$25/month. Some accessible units.
Trash included. \$9 app. fee.

INFORMATION AND ASSISTANCE

BUILDING AND DEVELOPMENT/ CODE COMPLIANCE:

Inspects rental dwellings for compliance with the Uniform Statewide Building Maintenance Code.

Fredericksburg City: 540-372-1080

King George County: 540-775-7111

Spotsylvania County: 540-507-7222

Stafford County: 540-658-8650

Caroline County: 804-633-4303

CENTRAL VIRGINIA HOUSING COALITION (CVHC)

208 Hudgins Road

Fredericksburg, VA 22408

Ph: 540-604-9943 Fax: 540-604-9949

<http://www.centralvahousing.org/>

Improves the regional quality of life by providing affordable housing to low income families through coalition, education, counseling and financial assistance.

CONTINUUM OF CARE

406 Princess Anne Street

Fredericksburg, Virginia 22401

Ph: 540-373-2890

Fax: 540-899-4808

<http://www.gwregion.org/regional-planning/continuum-of-care/>

Assist sheltered and non-sheltered homeless people by providing the housing and/or services needed to help individuals move into transitional and permanent housing and/or services needed to help individuals move into transitional and permanent housing, with the goal of long-term stability.

HABITAT FOR HUMANITY

4755 Jefferson Davis Highway

Fredericksburg, VA 22408

Charles Hill, President

Ph: 540-891-5009

<http://www.fredhab.org/site/>

Through volunteer labor, management expertise, and tax-deductible donations of money and materials, Habitat builds and rehabilitates homes with the help of the homeowners. Houses are sold at no profit to partner families, and no-interest mortgages are issued over a fixed period.

HEALTHY FAMILIES RAPPAHANNOCK AREA

3302 Bourbon Street

Fredericksburg, Virginia 22408

Ph: (540)374-3366 Fax: (540)899-4361

www.healthyfamiliesrappahannock.org

Home visiting program for first-time parents that prevents child abuse and neglect.

HOUSING OPPORTUNITIES MADE ECONOMICAL (HOME)

1907 Charles Street

Fredericksburg, VA 22401

Ph: (540) 361-7477 Fax: (540) 361-4345

Email homeinc@homeinc.us

Dedicated to building accessible affordable housing for people with disabilities

LEGAL SERVICES OF NORTHERN VA. (LSNV)

500 Lafayette Blvd., Suite #140

Fredericksburg, VA 22401

Ph: 866-534-5243

Fax: 540-374-9169

Provides limited legal services, including advice and counsel and referrals to low-income persons. Refers to Rappahannock Legal Services those persons requiring more than advice or those having community-based problems.

PROJECT FAITH, INC.

10073 Kings Highway
King George, VA 22485
Ph: 540-775-3492

Non-profit housing organization providing affordable housing for persons with disabilities and the elderly with low income.

**QUIN RIVERS AGENCY FOR
COMMUNITY ACTION**

10718 Ballantraye Dr. #402
Fredericksburg, VA 22407
Ph: 540-368-2700

Provides time-limited financial and housing assistance to low-income people. Also provide training programs based on the reduction of poverty. Development of skills to be more independent.

**RAPPAHANNOCK LEGAL SERVICES,
INC. (RLS)**

www.rapplegal.com

A non-profit legal aid firm providing legal representation and advice to low income residents of Fredericksburg, Tappahannock, Culpeper, and the surrounding counties in issues including custody/visitation, child/spousal support, bankruptcy, landlord/tenant disputes, foreclosures, SSI benefits, and more. All cases taken by RLS must first go through Legal Services of Northern Virginia for intake and referral.

Fredericksburg Office:

500 Lafayette Blvd, Suite 100
Fredericksburg, VA 22401
(540) 371-1105

Tappahannock Office:

311 Virginia St.
Tappahannock, VA 22560
(804) 443-9393

Culpeper Office:

146 North Main St.
Culpeper, VA 22701
(540) 825-3131

SALVATION ARMY

2010 Lafayette Blvd.
Fredericksburg, VA 22401
Ph: 540-891-2242

Emergency organization. Provide various services including rent, mortgage, utility, food, and clothing assistance.

S.E.R.V.E., INC.

15 Upton Lane
Stafford, VA 22554
Marilyn Stevens, Exec. Resource Director
Ph: 540-288-9603
Offer financial and food pantry assistance, prescriptions to those in need, budgeting and financial planning classes, basic computer skills and job employment skills.

**VIRGINIA DEPARTMENT OF
HOUSING AND COMMUNITY
DEVELOPMENT (DHCD)**

www.dhcd.virginia.gov

Ph: 804-371-7000

VIRGINIA FAIR HOUSING OFFICE

9960 Mayland Drive, Suite 102
Richmond VA 23233
www.dpor.virginia.gov
Ph: 1-888-551-3247 or 804-367-8530
Helps any person who believes that he has been discriminated against in the rental of a home or a manufactured home lot.

**VIRGINIA HOUSING DEVELOPMENT
AUTHORITY (VHDA)**

www.vhda.com
Ph: 804-782-1986

**U.S. DEPARTMENT OF HOUSING
AND URBAN DEVELOPMENT (HUD)**

www.hud.gov
Ph: 202-708-1112
Office of Multifamily Housing Programs
Ph: 800-685-847