

VA Landlord-Tenant Laws

1. As you come to Charlottesville to become a member of the Staff and Faculty or to attend the Judge Advocate Officer Graduate Course and begin your search for housing, it is important that you understand a few basic principles of Virginia landlord-tenant law.
2. Oral leases for a term of one year or less are enforceable in Virginia. If you commit to a lease arrangement by mail or telephone with a Virginia landlord, you have likely created a binding lease. This can severely hamper your ability to change your housing arrangements after you arrive in Charlottesville.
3. If you breach your lease, the statutory damages to which landlords are entitled include the full rent due for the period of the lease. While landlords are under a duty to mitigate their damages, a landlord may not be able to obtain a substitute tenant. There are no damages for lost rent if you properly terminate your lease under the SCRA or the Virginia early termination for military statute.
4. Although the Virginia Residential Landlord and Tenant Act (the Act) contains an early termination provision for military personnel who receive permanent change of station orders (military clause), it is prudent that your lease also include the military clause as well.
5. If you desire leased housing information, please contact tjagsa.lodging@hqda.army.mil. If you need additional information on Virginia landlord-tenant law, please call (434) 971-3322/3323, or 1-800-552-3978, extension 3322/3323.