

**THE CITY OF ALEXANDRIA
COMMON INTEREST COMMUNITIES
EDUCATION SERIES**



LEASING A CONDOMINIUM UNIT

MAY 16, 2026

PRESENTED BY

**MARY C. HORNER, ATTORNEY AT LAW
CITY OF ALEXANDRIA OFFICE OF HOUSING
LUCIA ANNA TRIGIANI, ATTORNEY AT LAW
*MERCERTRIGIANI LLP***

MERCERTRIGIANI



Overview

What *Association Leaders* Need To Know

What *Landlord Owners* Need To Know

What *Tenants* Need To Know



Common Perceptions

- High owner-occupant ratio impacts property values.
- Non-owner occupants create a transient atmosphere and are not invested in the community.
- Secondary mortgage institutions favor loans in communities with high owner-occupancy ratios.



Common Perceptions

- Tenants do not have the same interest to maintain homes and common elements & common area.
 - Owner occupants take better care of property, both individually-owned and community property.
- Tenants less likely to be involved in association and community affairs.



Landlord & Tenant Perceptions

- *The association is my landlord.*
- *The association deals directly with tenants who do not follow the rules.*
- *Without a written lease, tenants have no rights.*
- *A landlord can remove a tenant without going to court.*
- *Rules & regulations don't apply to tenants.*
- *The association's master insurance policy covers my belongings.*



The Relationship

Association



Owner



Tenant



Documenting The Relationship

Governing Documents

- Bylaws
- Policy – Rules & Regulations

Lease



SOURCE OF AUTHORITY



Virginia Statutory Authority

- Property Owners' Association Act
Virginia Code § 55.1-1800 et seq.
- Condominium Act
Virginia Code § 55.1-1900 et seq.
- Residential Landlord-Tenant Act
Virginia Code § 55.1-1200 et seq.
- Fair Housing Law
Virginia Code § 36-96.1 et seq.



Common Interest Community Laws

- Apply to all condominium and property owners' associations.
- Prescribe limitations on association regulation of leasing.
- Establish rule making and rule compliance measures.

Property Owners' Association Act, §55.1-1800
Condominium Act, §55.1-1900



Virginia Landlord-Tenant Act

- Governs all residential landlord-tenant relationships in Virginia.
- The lease relationship is between the owner (landlord) and the tenant.
- Recorded documents and rules apply to the property and occupants.
- Association's relationship is generally with the owner, not the tenant.

Virginia Code § 55.1-1200 et seq.



Fair Housing Law

- Prohibits housing providers, including associations, from engaging in prohibited, discriminatory conduct.
- Prohibits discrimination in housing on the basis of race, color, religion, sex, national origin, ***familial status***, and disability.
- Occupancy restrictions cannot discriminate based on familial status.



WHAT ASSOCIATION LEADERS NEED TO KNOW



What *Association Leaders* Need To Know

- Fannie Mae Restrictions – ***Recently Issued***
- Virginia Property Owners' Association Act
- Virginia Condominium Act
- Recorded Document Provisions
 - Short Term Rentals
 - Leasing Restrictions
- Rule Compliance
- Tenant Participation



Fannie Mae Restrictions

- Prior to March 18, 2026 -
 - Fannie Mae restricted securitization of loans by investors (exempting purchases for principal residences or second home) for unit purchases in established and new and newly converted condominium projects.
 - Condominium units not eligible for Fannie Mae securitization if more than 50% of units in the condominium were owned by investor owners.



Fannie Mae Restrictions

- On March 18, 2026, Fannie Mae issued an update to project standards unit securitization eligibility :
 - Removes the 50% investor concentration threshold limit for new investor loans in established condominium projects, effective immediately.
 - Retains the 50% investor concentration threshold for new investor loans in new and newly converted condominium projects.



Common Interest Community Law

Unless ***expressly*** authorized by statute or the recorded documents, an association may not:

- Have authority to evict a tenant.
- Require an owner to execute a power of attorney authorizing the association to evict.
- Make an assessment, impose a charge or require an annual or monthly rental fee, ***except*** charges authorized by law or a fee for services provided.

Property Owners' Association Act, §55.1-1806

Condominium Act, §55.1-1973

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Common Interest Community Law

Unless ***expressly*** authorized by statute or the recorded documents, an association may not:

- Condition or prohibit rental.
- Require owners to use a lease or lease addendum prepared by the association.
- Charge deposit to a leasing owner or the tenant.

Property Owners' Association Act, § 55.1-1806
Condominium Act, § 55.1-1973



Common Interest Community Law

An owner leasing may:

- Charge a rental, application or processing fee of \$50 or less.
- Require an owner to provide tenant information.
- Provide the association documentation that tenant acknowledged and agreed to comply governing documents, rules and regulations.

Property Owners' Association Act, § 55.1-1806
Condominium Act, § 55.1-1973



Tenant Information

Association *may* require owner to provide tenant information:

- Full names
- Contact information
- Copy of lease
- Owner authorized agent
- Vehicle information
- Tenant acknowledgement of and consent to association rules and regulations



Recorded Document Provisions

- Minimum lease terms
- Require standard lease or lease addendum
- Rental Fee
- Move-In & Move-Out Fee



Common Leasing Restrictions

- Limit the number of properties leased – in relation to the total number of properties in the community – at one time.
- Control – if not strictly prohibit – subletting.
- Impose a minimum rental period - 6 months, twelve months or more.
- Strictly prohibit use for **transient or hotel purposes**.



Short Term Rentals

- Not for transient or hotel purposes.
- Minimum lease term (6 months).
- No lease for less than entire home - cannot rent a room or take on boarders.



Short Term Rentals

- Localities may adopt ordinances requiring annual registration of persons offering property as a **short-term rental**.
- Typically defined in ordinance to mean providing (for a charge) a room or space for dwelling, sleeping, or lodging for less than **30 consecutive days - Section 7-1402(C) of the City of Alexandria Zoning Ordinance**.
- Applies when recorded documents do not address rental limits.



Short Term Rentals

- Ordinance may:
 - Require registration fee.
 - Charge \$500 penalty for failing to register.
 - Prohibit offering for rent if multiple violations.
- Does not impact enforceability of governing documents that regulate short-term rentals.



Leasing Restrictions

- Impose leasing restrictions fundamentally affect individual property rights of owners.
- Virginia courts favor free use of property.
- Virginia legislation follows view that leasing restrictions must be established in *recorded* documents.



Increasingly Popular Leasing Restrictions

- Cap on the number of homes that can be leased at any one time.
- Minimum ownership requirements before eligible to lease (typically length of time).
- Cap on number of homes an owner can lease.
- Investor restrictions - limit on number of homes that can be owned by investor.



Form Lease/Lease Addendum

- Documents may require owners to use a *standard form* lease or to include certain provisions in lease.
 - **Ex.** Require tenant to comply with the governing documents, rules and regulations.
- Lease addendum is less restrictive than use of a standard lease form.



Lease Addendum

Benefits

- Ensure tenant is aware of association documents and rules.
- Increase likelihood of:
 - Tenant compliance.
 - Reducing association (and owner) costs.
 - Providing a more harmonious and well-maintained community.



Considerations

Require:

- Documents to be in writing and signed by all occupants of the property.
- Use of a lease or lease addendum recommended or required by the association.
- That tenant and occupant information is provided to the association.



Considerations

Require:

- Documents to be provided to the Board within a specified time frame.
- Reference to the recorded governing documents and association rules – thus binding the tenant.
- Authorization for association to take action against a tenant as well as owner to ensure compliance.



Other Considerations

- Hardship waiver
- Grandfather clause
- Exempt Association and Mortgagees



Restrictive Covenants

- Affirmative covenants (those which require a person to perform a specific activity) may only be enforced against *owner*.
- Restrictive covenants (those which require a person to *refrain* from doing something) may often be enforced against owner and tenant.



Restrictive Covenants

- Restrictive covenants in documents may or may not address personal conduct or behavior of owners and tenants.
 - Common restrictive covenant – nuisance.
- General rule-making authority allows Board to adopt rules addressing conduct of owners and tenants.
- Rules must be consistent with *recorded* documents.



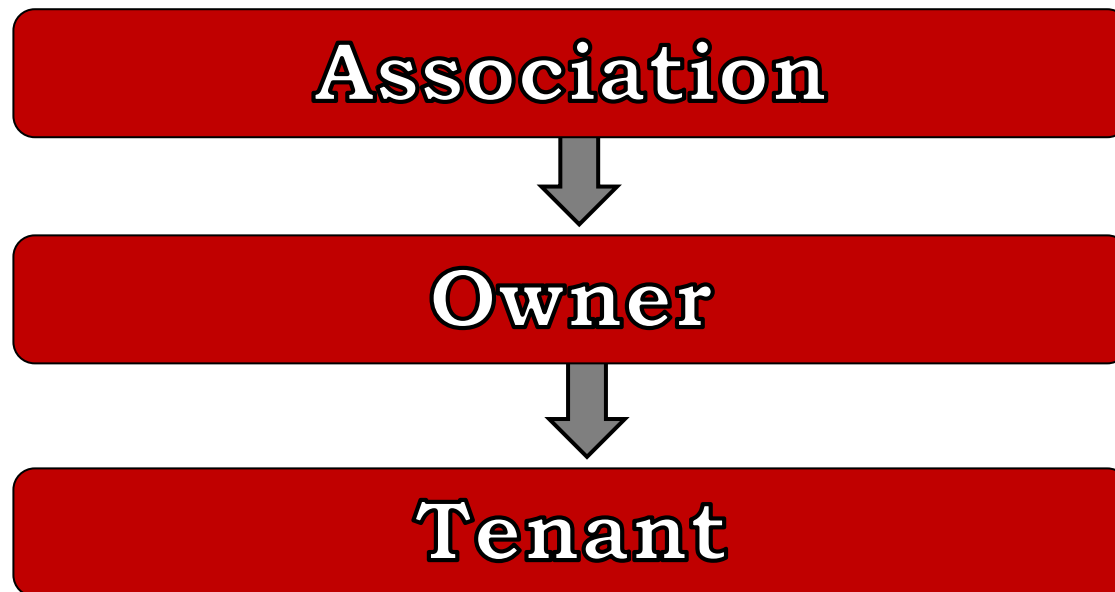
Education

- Knowledge – How do you know?
 - Registration & Approval
 - Access – Parking, Pool, Common Elements & Common Area
 - Moving truck
- Violation Notice
- Voluntary Compliance



The Compliance Chain

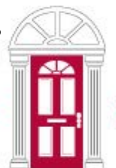
Rule violations follow this path:



The Compliance Chain

- Association assesses charges or penalizes owner; owner then pursue otherwise the tenant under the lease.
- Some governing documents allow the association to enforce rules against tenants directly – review the documents.
- Owners remain responsible to association regardless of tenant conduct.

Best Practice: Include compliance with rules & regulations as an explicit lease obligation.



Due Process

- Notice and an opportunity to cure
- Notice and hearing
- Notice of Board action



Remedies

If governing documents *expressly* provide, association may:

- Impose Charges
- Suspend Services
- Evict
- Pursue Legal Action
 - Injunction
 - Abatement



Tenant Participation

- Establish welcoming committee.
- Provide a bullet point summary of important information.
- Host an annual or semi-annual orientation.
- Invite tenants to community sponsored events.
- Welcome tenants to serve on association committees.



WHAT LANDLORD OWNERS NEED TO KNOW

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What *Landlord Owners* Need To Know

- Obligations
- Maintenance Responsibilities
- Disclosures
- Leases
- Security Deposits
- Insurance
- Eviction



Landlord Obligations

- Comply with applicable building and housing codes.
- Maintain -
 - The property in a fit and habitable condition.
 - Essential systems: plumbing, electrical, heating, structural components.

Residential Landlord and Tenant Act

§ 55.1-1220

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Landlord Obligations

- Follow proper notice requirements -
 - **Before** entering the home (generally 72 hours, except emergencies)
 - Termination notice (generally 60 days)
- **Note for Landlords:** the association may also have access rights under the governing documents - coordinate accordingly.

Residential Landlord and Tenant Act

§ 55.1-1229

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Maintenance & Repair Responsibilities

Landlord must maintain habitable conditions, make necessary repairs within a reasonable time, provide proper notice before entry.

Residential Landlord and Tenant Act
§ 55.1-1220



Required Landlord Disclosures

- Owner/manager contact information.
- Lead-based paint disclosure (housing built before 1978).
- Statement of tenant rights and responsibilities.
- Copy of rules and regulations (best practice - and consider a signed acknowledgment).
- Other disclosures as required by law.

Residential Landlord and Tenant Act

§§ 55.1-1212 and 55.1-1213

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Written Leases

- Virginia law does not require a signed, written lease, but one is required to be offered.
- Without a lease, tenancy defaults to 12-months and many terms are governed by VRLTA default rules.
- **For common interest community rentals specifically:** Make rules and regulations a signed exhibit to the lease – documents tenant's receipt and acknowledgment.
- **Best Practice - Always use a written lease!**
Residential Landlord and Tenant Act

§ 55.1-1204

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Prohibited Lease Provisions

- Cannot waive tenant rights under the VRLTA.
- Cannot allow eviction without legal process.
- Cannot require tenants to waive legal defenses.
- Cannot allow landlord to confess judgment against the tenant.
- Prohibited provisions may render the lease (or portions of the lease) unenforceable.

Residential Landlord and Tenant Act
§ 55.1-1208



Security Deposits

- Cannot exceed two months' rent
- Must be returned within 45 days after tenancy ends
- If deductions are made, landlord must provide an itemized written list
- Conduct move-in and move-out inspections and document with photos

Residential Landlord and Tenant Act

§ 55.1-1226



Security Deposits

Normal Wear & Tear vs. Actual Damage

- Wear & Tear - **Not Chargeable**
 - Scuffed Paint, Minor Carpet Wear, Small Nail Holes
- Damage - **Chargeable**
 - Large Holes In Walls, Destroyed Carpet, Broken Fixtures

Residential Landlord and Tenant Act

§ 55.1-1226



Insurance

- Landlords should consider requiring renter's insurance in the lease.
- Landlords should carry appropriate landlord/dwelling coverage – the master policy may not fully cover the home's interior.



Eviction

Eviction of a tenant is a ***last resort*** remedy, and should only be used in cases where rental results in circumstances that:

- Are chronic or habitual;
- Endanger or threaten others; or
- Are egregious or significant in nature or scope.



Eviction

Overview & Legal Requirements

- Evictions must follow specific legal procedures – **self-help eviction is illegal in Virginia.**
 - Landlord cannot change locks, remove belongings, or shut off utilities to force out a tenant.
- Common Notice Types -
 - Pay or Quit for nonpayment of rent: currently 5-day notice; **changing to 14-day notice effective July 1.**
 - Notice to Terminate for lease violations or other cause.



Eviction

Overview & Legal Requirements

- The landlord (owner) is the party who brings the eviction action - the association cannot evict a tenant directly, **unless** there is specific authority in the governing documents.
- Consult an attorney to ensure compliance with all notice and court requirements.

Residential Landlord and Tenant Act
§ 55.1-1245



WHAT TENANTS NEED TO KNOW

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What *Tenants* Need To Know

- Obligations
- Maintenance Responsibilities
- Insurance



Tenant Obligations

- Pay rent as agreed.
- Keep the premises clean and safe.
- Properly dispose of garbage and waste.
- Use appliances and fixtures properly.
- Avoid damage beyond normal wear and tear.

Residential Landlord and Tenant Act
§ 55.1-1227



Tenant Obligations

- **Follow rules & regulations** - even though the association enforces against owner, violations flow back to the tenant through the lease.
- Take care that conduct does not disturb neighbors.
- Respect common elements & common area.

Residential Landlord and Tenant Act

§ 55.1-1227

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Maintenance & Repair Responsibilities

Tenant must keep the home clean and safe, promptly notify the landlord of issues in writing, allow reasonable access for repairs.

Residential Landlord and Tenant Act
§ 55.1-1229



Maintenance & Repair Responsibilities

- **Why written notice matters:** creates a paper trail; oral requests are valid but difficult to prove.
- **How to submit:** email, text, or written notice are all acceptable – the key is documentation.

Residential Landlord and Tenant Act
§§ 55.1-1220 and 55.1-1229



What Happens If the Landlord Does Not Make Repairs

- Tenant must provide proper written notice *first*.
- If landlord fails to act within a reasonable time, tenant options include:
 - Rent escrow (paying into court rather than to landlord)
 - Lease termination in certain circumstances
 - Legal action for damages

Residential Landlord and Tenant Act

§ 55.1-1234

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What Happens If the Landlord Does Not Make Repairs

- **Key Point:** The tenant's remedy is generally against the landlord – the owner is the party responsible and potentially liable, not the association.
- Tenants should not simply withhold rent without following proper legal procedures.

Residential Landlord and Tenant Act

§ 55.1-1234

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Renter Insurance

- Association's master policy generally covers the building and common elements & common area – **not a tenant's personal property.**
- Covers tenant's personal belongings, personal liability, and temporary displacement costs.
- Relatively low cost.
- Often required by lenders or associations.



BEST PRACTICES

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Best Practices for Landlords

- Use a written lease; attach association rules as a signed exhibit.
- Provide all required disclosures.
- Conduct documented move-in and move-out inspections (photos).
- Require renter's insurance.
- Maintain open communication with both the tenant and association.
- Consult an attorney before pursuing eviction.



Best Practices for Associations

- Understand and follow -
 - Statutory limitations
 - Bylaw leasing restrictions
- Develop a policy – consistent with Act and Bylaws.
- Apply policy consistently.
- Be a resource for owners who lease.
- Welcome tenants – have a plan.



Best Practices for Tenants

- Review the lease carefully before signing.
- Ask for and read the association rules – you are bound by them.
- Understand parking, guest, pet, and amenity restrictions before move-in.
- Submit maintenance requests **in writing** and keep copies.
- Obtain renter's insurance.
- Respect shared spaces and neighbors.
- If a dispute arises, communicate in writing and consult an attorney.



What Happens When Things Go Wrong

▪ **Maintenance Disputes** -

- Tenant provides written notice to landlord
- Landlord has reasonable time to repair
- Legal remedies available if unresolved

▪ **Rule Violations** -

- Association notifies owner
- Owner addresses with tenant under the lease
- Potential monetary charges, suspension of privileges, or lease enforcement



What Happens When Things Go Wrong

- **Nonpayment of Rent** -
 - Proper notice
 - Court filing for Unlawful detainer
- **Security Deposit Dispute** -
 - Itemized list required
 - Tenant may pursue in small claims court
- **Key Theme** - There is a legal process for every dispute – shortcuts create liability. ***Consult an attorney if necessary.***



Resources

- Virginia Residential Landlord-Tenant Act - ***Virginia Code* § 55.1-1200 et seq.**
- Legal Resources - LSNV, LAJC, Alexandria Bar Association Referral Service, Virginia State Bar Referral Service
- City of Alexandria Office of Housing
- General District Court - For eviction and small claims matters
- CAI Public Policy - Tenants in Community Associations



DISCUSSION



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