

Code of Virginia

Title 55.1. Property and Conveyances

Chapter 12. Virginia Residential Landlord and Tenant Act

§ 55.1-1253. Periodic tenancy; holdover remedies

A. The landlord or the tenant may terminate a week-to-week tenancy by serving a written notice or the other at least seven days prior to the next rent due date. The landlord or the tenant may terminate a month-to-month tenancy by serving a written notice on the other at least 30 days prior to the next rent due date, unless the rental agreement provides for a different notice period. The landlord and the tenant may agree in writing to an early termination of a rental agreement. In the event that no such agreement is reached, the provisions of § 55.1-1251 shall control.

B. Notwithstanding the provisions of subsection A, any owner of a multifamily premises that fails to renew the greater of either 20 or more month-to-month tenancies or 50 percent of the month-to-month tenancies within a consecutive 30-day period in the same multifamily premises shall serve written notice on each such tenant at least 60 days prior to allowing such tenancy to expire. For the purposes of this subsection, 60 days' notice shall not be required to allow a tenancy to expire where the tenant has failed to pay rent in accordance with the rental agreement.

C. If the tenant remains in possession without the landlord's consent after expiration of the term of the rental agreement or its termination, the landlord may bring an action for possession and may also recover actual damages, reasonable attorney fees, and court costs, unless the tenant proves by preponderance of the evidence that the failure of the tenant to vacate the dwelling unit as of the termination date was reasonable. The landlord may include in the rental agreement a reasonable liquidated damage penalty, not to exceed an amount equal to 150 percent of the per diem of the monthly rent, for each day the tenant remains in the dwelling unit after the termination date specified in the landlord's notice. However, if the dwelling unit is a public housing unit or other housing unit subject to regulation by the U.S. Department of Housing and Urban Development, any liquidated damage penalty shall not exceed an amount equal to the per diem of the monthly rent set out in the lease agreement. If the landlord consents to the tenant's continued occupancy, § 55.1-12 applies.

D. In the event of termination of a rental agreement where the tenant remains in possession with the agreement of the landlord either as a hold-over tenant or a month-to-month tenant and no new rental agreement is entered into, the terms of the terminated agreement shall remain in effect and govern the hold-over or month-to-month tenancy, except that the amount of rent shall be either as provided in the terminated rental agreement or the amount set forth in a written notice to the tenant, provided that such new rent amount shall not take effect until the next rent due date coming 30 days after the notice.

1974, c. 680, § 55-248.37; 1977, c. 427; 1982, c. 260; 2004, c. [123](#); 2005, c. [805](#); 2009, c. [663](#); 2013, c. [563](#); 2019, c. [712](#); 2023, c. [679](#).

The chapters of the acts of assembly referenced in the historical citation at the end of this section may not constitute a comprehensive list of such chapters and may exclude chapters whose provisions have expired.

9/27/20

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