



Tenants Contract for Safe and Healthy Homes

Evidence of unsafe and unhealthy conditions should matter in eviction cases

By allowing judges to hear evidence of a landlord's refusal to fix unhealthy or unsafe conditions in the home as a defense to a tenant's nonpayment of rent, THIS BILL empowers courts to ensure that landlords do not benefit from refusing to fulfill their obligation to keep the home safe and habitable.

The Problem:

Low-income tenants have limited choices when their landlords don't respond to requests for essential repairs, especially if the things that are broken deprive them of essential services such as heat, hot water or the ability to keep food refrigerated or cook because:

- They rarely have enough money to pay for the repairs themselves and deduct the expense from the next month's rent, as permitted by Virginia's repair and deduct law¹.
- They may be forced to use their rent money to purchase prepared food or pay for a room at a hotel or motel, if their home is unsafe due to lack of heat or another essential service. If they can't pay their rent, they are barred from bringing a court case against their landlord to force him to make repairs because Virginia law requires all rent to be paid into escrow before such a case can proceed.

If a landlord who hasn't made necessary repairs sues a tenant for nonpayment of rent, the tenant is not allowed to put on evidence of the unsafe or unhealthy condition of the home as a defense.

The Solution:

Virginia should pass (BILL) and join the 25 states that have enacted a warranty of habitability defense for tenants sued for nonpayment of rent. Under (BILL):

- Tenants can put on evidence of a landlord's failure to make health and safety related repairs as a defense to nonpayment of rent if the landlord had actual notice of the need for the repair
- Judges can consider whether the unhealthy or unsafe condition reduced the value of the home below the amount owed under the lease. If so, they could reduce the amount owed by the tenant accordingly.
- In cases where rent is reduced, tenants will be more likely to be able to pay the amount owed at the hearing and avoid judgment for eviction.
- Enacting a warranty of habitability defense brings cases for nonpayment of rent in line with other types of civil contract cases, where defendants can raise the failure of plaintiffs to live up to their contract obligations as a defense to nonpayment.

More Information: Christie Marra, christie@vplc.org and Laura Dobbs, laura@vplc.org