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What Happens if my Rental Housing is Destroyed? - 2026

What is the law if my rental housing is destroyed by fire, accident, or other disaster?

If your rental housing is destroyed by fire or other casualty (accident or disaster), Code of Virginia §55.1-1240 applies:

§55.1-1240. Fire or casualty damage (Effective until January 1, 2027).

If the dwelling unit or premises is damaged or destroyed by fire or casualty to an extent that the tenant's enjoyment of the dwelling unit is substantially impaired or required repairs can only be accomplished if the tenant vacates the dwelling unit, either the tenant or the landlord may terminate the rental agreement. The tenant may terminate the rental agreement by vacating the premises and within 14 days thereafter, serving on the landlord a written notice of his intention to terminate the rental agreement, in which case the rental agreement terminates as of the date of vacating. If continued occupancy is lawful, § 55.1-1411 shall apply.

The landlord may terminate the rental agreement by giving the tenant 14 days' notice of his intention to terminate the rental agreement on the basis of the landlord's determination that such damage requires the removal of the tenant and that the use of the premises is substantially impaired, in which case the rental agreement terminates as of the expiration of the notice period.

If the rental agreement is terminated, the landlord shall return all security deposits in accordance with § 55.1-1226 and prepaid rent, plus accrued interest, recoverable by law unless the landlord reasonably believes that the tenant, an authorized occupant, or a guest or invitee of the tenant was the cause of the damage or casualty, in which case the landlord shall provide a written statement to the tenant for the security and prepaid rent, plus accrued interest based upon the damage or casualty, and may recover actual damages sustained pursuant to § 55.1-1251. Proration for rent in the event of termination or apportionment shall be made as of the date of the casualty.

What does this mean?

It means you can end your lease by giving your landlord a written notice within 14 days of the date you leave. If you do this, you owe no rent after the date you leave, as long as the fire

or casualty was not your fault. It also means your landlord can end your lease by giving you a written 14-day notice to vacate. If your landlord does this, you owe no rent after the 14-day notice period.

Even if you don't give a written notice to your landlord, your lease can be viewed as ended if the rental housing can't be lived in. If you want to be sure your lease is ended, it is best to give written notice to your landlord.

What about my rent? What about my security deposit?

You owe no rent after the day you leave. If you paid rent for a period of time after the day you left, your landlord must refund this unearned rent along with your security deposit. Under Code of Virginia §55.1-1226, your landlord is required to return your security deposit, minus any deductions, within 45 days after you leave. Be sure to give the landlord your new address, in writing.

Your landlord may use your security deposit for tenant-caused damage, unpaid rent, late fees, and other charges allowed by your lease. If you were not at fault or careless, the deposit cannot be used for normal wear and tear. Within 45 days after you leave, the landlord must give you an itemized list of deductions, which may include unpaid rent, late fees, other lease-authorized charges, and repair costs for tenant-caused damage beyond normal wear and tear.

Does my landlord have to pay for my damaged property?

Usually not, unless your landlord was at fault. If you have renter's insurance, it should cover your damaged property. If you don't have renter's insurance and if your landlord was at fault, you may want to sue your landlord for money damages.

Does my landlord have to let me get my property from the damaged rental housing?

Yes, but probably not right away. Your landlord and the authorities may reasonably control access to the damaged rental housing for health and safety reasons. Common sense and safety control. If your landlord unreasonably denies access to the damaged rental housing to let you get your property, you may want to sue your landlord for the return of your property.

Does my landlord have to provide me with another rental unit or a hotel room?

No. Even if your landlord has other rental housing available, under Virginia law, your landlord is not required to provide you with another rental unit. Your landlord also does not have to put you up in hotel if your rental housing is destroyed.

What if I have a Housing Choice Voucher?

Because your assistance is tied to you, and not to your unit, you may carry your voucher from one landlord to another. You must end your current Section 8 lease and enter a new Section 8 lease. Give your old landlord a written notice you are ending the lease and give the

Section 8 housing agent written notice you have done this. Ask the Section 8 housing agent to give you a new voucher that is good for 60 days.

What if the landlord can fix the damages to the rental housing so that I can stay?

Your lease can stay in effect unless and until you give a written notice of termination, or your landlord gives you a written notice to vacate. You do not owe rent for any period of time that you cannot live in the rental housing due to the damages and the repairs being made. Once you are able to move back in, you start owing rent again.

Does my landlord have to pay for me living elsewhere while fixing the damages?

No. Because you don't owe rent for any time period you can't live in the rental housing due to the damages and the repairs being made, you should use that money to live elsewhere.

What if I don't receive the security deposit or prepaid rent?

If your landlord fails to refund the unearned rent and your security deposit within 45 days after you leave or if you have any other legal claim against your landlord, you can take the landlord to General District Court. If you win, the court can award you your costs and attorney fees.

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