July 28, 2022

ADDRESS

Dear Mr. NAME:

My name is Anna Murphy and I am the legal representative of Mrs. NAME and her husband, who are tenants of your client, Ms. NAME. They reside at ADDRESS. Prior to Ms. NAME disclosing she had counsel, I sent a letter to her on DATE stating her obligations as a landlord if the property was being treated for mold remediation. That letter is enclosed and this letter is effectively an updated version given that I have spoken with you over the phone in your capacity as Ms. NAME’s attorney.

Per our conversation on Monday, April 9, 2018, it is my understanding that Ms. NAME wanted to make repairs for “rotting wood and fungus,” rather than mold, inside the home that Mr. & Mrs. NAME are renting from Ms. NAME. As you said, these repairs were to be done in order to improve the property and in anticipation of a potential future sale. Ms. NAME provided Mr. & Mrs. NAME with a notice on Wednesday, April 4, 2018 to vacate their home during 8 AM until 5 PM starting Saturday, April 7, 2018 for approximately two weeks, excluding Sundays, during the time the repairs were being made. She did not provide for them an alternative place to go while the repairs were supposed to be done. It is also our understanding that Mr. & Mrs. NAME are disabled, and that Mrs. NAME is on oxygen and in a wheelchair.

First, it is the duty of the landlord to “[m]ake all repairs and do whatever is necessary to put and keep the premises in a fit and habitable condition.” Va. Code § § 55.1-1220. Rotting wood and fungus in a home affect the fitness and habitability of a dwelling and may be a significant hazard to any tenant, such as falling through flooring, and fungus may especially be harmful to a person on oxygen. *See* Environmental Protection Agency,Indoor Air Pollution: An Introduction for Health Professionals 12 (2015). We ask that Ms. NAME comply with her duty and make the appropriate repairs.

Second, if tenants must “temporarily vacate the dwelling in order for the landlord to properly remedy such [nonemergency] property condition,” then the landlord has a duty to provide “at least 30 days’ written notice” and pay for a “comparable dwelling unit, or hotel.” Va. Code § 55.1-1231. If Ms. NAME needs to have Mr. & Mrs. NAME “temporarily vacate the dwelling” for such nonemergency repairs, *id.*, we may be willing to negotiate regarding the 30 days’ written notice, however, she does need to provide somewhere for them to go during that time.

Please be aware that if NAMES are denied a “fit and habitable” dwelling unit on account of their disability and the supposed inconvenience it may pose to the landlord, there is potential for a claim under the federal and state Fair Housing Act.

For future communication regarding NAMES and housing matters related to the repairs, please contact me at either NUMBER or EMAIL. Please do not hesitate to call with any questions you have regarding this letter.

Sincerely,

Anna Murphy

*Law Student Intern*

Caroline Klosko, Esq.

*Supervising Attorney*

Enclosure: Letter sent on April 5, 2018 to NAME prior to learning she had counsel