Christine Wynn, Housing Supervisor  
Desiree Patterson, Property Manager  
Petersburg Redevelopment and Housing Authority

**Via email**: [christine.wynn@petersburgrha.org](mailto:christine.wynn@petersburgrha.org); [desiree.patterson@petersburgrha.org](mailto:desiree.patterson@petersburgrha.org)

April 7, 2023

Dear Ms. Wynn and Ms. Patterson:

Ms. NAME, a tenant at [ADDRESS] has retained the Legal Aid Justice Center to assist her with several issues related to her tenancy with Petersburg Redevelopment and Housing Authority. If you have legal counsel, please forward this letter to them immediately. This letter concerns both unsafe conditions in her unit, as well as an incorrect accounting of rent due.

Ms. NAME has been experiencing a roach infestation since the inception of her tenancy. Ms. NAME provided written notice on multiple occasions to you via the tenant “Rent Cafe” portal and has made multiple calls to you about this issue. Paragraph 8, Section B of Ms. NAME’s lease specifically states that the Landlord will perform annual inspections once per year, and that will include pest control services. To date, Ms. NAME has not received any pest control services from you, despite numerous pleas for assistance.

Under Virginia Code § 55.1-1244.1, Ms. NAME has the right to “remedy by repair.” When a landlord does not take reasonable steps to repair or remedy the offending condition within 14 days of receiving a tenant's notice of the conditions, the tenant may contract with a third-party contractor to obtain the needed repairs. A tenant who contracts with a third-party is entitled to recover the actual costs incurred for the work performed. Under this provision, the tenant may deduct the costs not exceeding the greater of one month’s rent or $1500 after submitting proof of charges incurred to the landlord. Attached, please find an itemized receipt from Orkin showing the costs Ms. NAME has incurred to remedy the roach infestation. **Thus,** **Ms. NAME is requesting a rent credit in the amount of $251.80 to be applied to her account immediately as reimbursement for paying out of pocket for extermination services.**

Additionally, Ms. NAME asserts that there are multiple inaccuracies in her tenant ledger. Ms. NAME’s rent was increased without notice and without the minimum 30-day notice, in violation of Section 6, Paragraph B of her lease. **Ms. NAME requests a written copy of the most recent rent increase, including an accounting of how the rental increase was determined.**

Ms. NAME also received a 14 Day Notice stating that she was in arrears in the amount of $3690. However, Ms. NAME received assistance from the Virginia Rent Relief program in August of 2022 in the amount of $1,898.00, which was never credited to her account. Rent Relief sent her an email on August 3, 2022 stating that the payment was processed and a paper check would be sent to the landlord. See attached for a copy of that confirmation email. **Therefore, Ms. NAME is requesting that you rescind the 14 Day Notice pending an accurate accounting of any rent owed.**

If you would like to discuss the matter further, please feel free to contact me directly. While you are working to correct Ms. Seller’s ledger, please coordinate with her as soon as possible to schedule the necessary repairs to her unit.

Thank you for your prompt attention to this matter.

Sincerely,

Lauren King, Attorney

**Legal Aid Justice Center**

A screenshot of a computer program

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