

**VIRGINIA:**

*In the Supreme Court of Virginia held at the Supreme Court Building in the City of Richmond on Thursday the 30th day of September, 2021.*

Present: All the Justices

Lien Tran, Appellant,

against Record No. 201240  
Circuit Court No. CL-20-1578

Serdatria Lewis, et al., Appellees.

Upon an appeal from a judgment rendered by the Circuit Court of Fairfax County.

Upon consideration of the record, the brief of the appellant, and argument of counsel, for the reasons set forth below, the Court is of opinion that the judgment below should be reversed.

Lien Tran, the appellant, owns a property at 7616 Savannah Street, in Falls Church, Virginia. Tran leased the property to Lewis for the period of April 8, 2017 to April 31, 2018 with a monthly rent of \$1,800. Lewis failed to pay rent for the months of March and April 2018. Lewis and Tran did not enter into a new lease agreement after April 2018. Lewis continued to reside on the premises until at least March 12, 2020. Lewis did not pay any rent during that period.

On December 6, 2019, Tran filed a summons for unlawful detainer in the Fairfax County General District Court. The General District Court ordered Lewis and any other tenants living on the premises to vacate the premises, but it awarded Tran no damages. Tran then appealed to the Fairfax County Circuit Court, which held a trial on March 12, 2020. All parties appeared pro se.

After hearing testimony from the litigants, the circuit court determined that the parties had a valid lease agreement from April 2017 to April 2018, and that the monthly rent was \$1,800. The circuit court awarded Tran \$3,600 in unpaid rent for the months of March 2018 and April 2018, plus interest. The court also ordered that Lewis be immediately evicted from the property. As for the period following April 2018, the court denied further damages, despite the

fact that Lewis continued to live on the premises, on the basis that there was no evidence of an oral or written contract for that period.

Tran appeals from this judgment, arguing that Lewis was a holdover tenant who should have continued to pay rent while she lived there. We agree with Tran.

“[W]hen a tenant, who has previously rented for a term of years or for one year, holds over possession of premises beyond [the] original term . . . the law implies a contract on the part of the tenant to remain and pay rent as a tenant from year to year.” *Warehouse Distributions, Inc. v. Prudential Storage & Van Corp.*, 208 Va. 784, 788 (1968) (quoting *Smith v. Payne*, 153 Va. 746, 753 (1930)). Once a tenant voluntarily holds over after the expiration of a lease, she becomes a tenant at sufferance, and thereafter the landlord “ha[s] the option of evicting [her] at sufferance or of converting [her] occupancy into another form of tenancy.” *Id.* If the landlord permits the tenant to remain, the tenant has an obligation to pay rent while she occupies the premises. *Id.* The Virginia Residential Landlord and Tenant Act codifies these principles. *See* Code § 55.1-1253(C).

The trial court determined there was a valid lease contract for the period of April 2017 to April 2018. Lewis conceded that she continued to occupy the premises after the expiration of the lease and remained in occupation of the premises as of the date of trial, March 12, 2020. Therefore, Lewis was a holdover tenant, and as such she owed the rent for the months in which she continued to occupy the premises.\* We remand the case to the Circuit Court of Fairfax County for further proceedings not inconsistent with this order.

This order shall be certified to the Circuit Court of Fairfax County.

A Copy,

Teste:



Acting Clerk

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\* Lewis testified that she did not owe Tran any rent because of the poor condition of the property, including a lack of heat and the presence of cockroaches. In awarding Tran the full amount of the rent for the two months covered by the lease, the trial court implicitly rejected any offset to Tran’s damages.