



COMMONWEALTH of VIRGINIA

Department of Professional and Occupational Regulation

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Governor

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Secretary of Labor

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Director

May 22, 2026

Complainant: Christine Devine
Association: Hunington Ridge III Condominium
File Number: 2026-03189

DETERMINATION - NOTICE OF FINAL ADVERSE DECISION

Introduction

The Complainant, Christine Devine ("Complainant"), submitted a complaint to Hunington Ridge III Condominium Association ("Association") dated October 26, 2025. The Association provided a response to Devine's complaint dated April 7, 2026. The Complainant then submitted a Notice of Final Adverse Decision ("NFAD") to the Office of the Common Interest Community Ombudsman ("Office") dated May 1, 2026, and the NFAD was received by our Office on May 6, 2026.

Authority

In accordance with its regulations, this Office, as designee of the Agency Director, is responsible for determining whether a "final adverse decision may be in conflict with laws or regulations governing common interest communities." (18 Va. Admin. Code ("VAC") § 48-70-120) The process of making such a determination begins with receipt of a NFAD that has been submitted to this office in accordance with § 54.1-2354.4 of the Code of Virginia of 1950, as amended ("Va. Code") and the Common Interest Community Ombudsman regulations ("Regulations"). An NFAD results from an association complaint submitted through an association complaint procedure. The association complaint must be submitted in accordance with the applicable association complaint procedure and as specifically set forth in the Regulations, "shall concern a matter regarding the action, inaction, or decision by the governing board, managing agent, or association inconsistent with applicable laws and regulations."

Under the Regulations, "applicable laws and regulations" pertain solely to common interest community laws and regulations. Any complaint that does not concern common interest community laws or regulations is not appropriate for submission through the association complaint procedure, and we cannot provide a determination on such a complaint. Common interest community law is limited to the Virginia Condominium Act, the Property Owners' Association Act, and the Virginia Real Estate Cooperative Act.

The only documents that will be considered when reviewing a NFAD, in accordance with Regulation 18 VAC 48-70-90, are the association complaint submitted by a complainant to the association (and any documents included with that original complaint), the final adverse decision from the association, and any supporting documentation related to that final adverse decision. Other documents submitted with the Notice of Final Adverse Decision cannot be reviewed or considered. Further, this Determination is final and not subject to further review or appeal pursuant to Va. Code § 54.1-2354.4(C).

If within 365 days of issuing a determination that an adverse decision is in conflict with laws or regulations governing common interest communities we receive a subsequent NFAD for the same violation, the matter will be referred to the Common Interest Community Board to take action in accordance with Va. Code § 54.1-2351 or § 54.1-2352 as deemed appropriate by the Board.

Determination or Issues to be Decided

The Complainant presents four allegations against the Association. The first allegation asserts that the Association failed to secure a management company, in violation of the Virginia Condominium Act, specifically Va. Code § 55-79.74(b), as well as the governing documents of the Association. Second, the Complainant alleges that the Association failed to hold a lawful election, in violation of the Association bylaws and the VCA, specifically Va. Code § 55.1-1949. The Complainant's third allegation is that the Association failed to set a budget for the year 2026, in violation of the Association's governing documents and the VCA, specifically Va. Code § 55.1-1965. Lastly, the Complainant alleges that the Association has improperly convened meetings, taken inaccurate minutes, and failed to comply with notice requirements, in violation of the Association governing documents, and the VCA, specifically Va. Code § 55.1-1949(B). This determination will address each separately.

1. Did the Association violate the VCA, specifically Va. Code § 55-79.74(b) (which is now Va. Code § 55.1-1943)?

In her first allegation, the Complainant alleges that the Association failed to select a new management company upon the expiration of services of the prior management company. The Complainant alleges that this constitutes a violation of Va. Code § 55-79.74(b). However, the cited Code section is part of a previous version of the VCA, and the wording in the former Code section is now contained in Va. Code § 55.1-1943.¹ To the Association's credit, its response does contain the correct, current statute.

Va. Code § 55.1-1943 concerns the processes and procedures that declarants must follow in controlling (or ceding control) of a covered entity (ie, condominium).² It does not require that a management company be selected by the Association upon the expiration of a prior management contract.³ The only thing in Va. Code § 55.1-1943 that refers to the requirements related to a management company

¹ See 2019 Va. Acts c. 712.

² See Va. Code § 55.1-1943.

³ *Id.*

concerns the duty of a management company to provide certain documents and records.⁴ This Office finds that there is no evidence that the Association violated this provision of the VCA.

The Complainant further argues in her first allegation that the governing documents of the Association were violated when the Association failed to select a new management company in a timely fashion. However, this Office only has authority to issue determinations on whether common interest community statutes or regulations have been violated by Associations.⁵ As a result, this Office advises that the Complainant seek counsel to discuss whether she has additional remedies related to this allegation in another forum.

2. Did the Association violate the VCA, specifically Va. Code § 55.1-1949?

The Complainant's second allegation asserts that the Association did not conduct the 2025 annual election as required by the Association governing documents, and that the VCA, specifically Va. Code § 55.1-1949, was also violated because neither the 2024 meeting nor the 2025 meeting was properly noticed.

In its response, the Association responded that it did not violate Va. Code § 55.1-1943 (which may have been in error, since a violation of Va. Code § 55.1-1949 was what the Complainant alleged), because no Association election was conducted in 2025, and as a result, the Association did not need to send any notice of an election.

As above, the Complainant further argues that the governing documents of the Association were violated when the Association failed to conduct the 2025 election, as required by the governing documents. As previously stated, this Office only has authority to issue determinations on whether common interest community statutes or regulations have been violated by Associations.⁶ Therefore, this Office advises that the Complainant seek counsel to discuss whether she has additional remedies related to this allegation in another forum. Nevertheless, this Office strongly advises that the Association conduct its meetings in accordance with its condominium instruments, and in doing so, ensure that the election process is compliant with the provisions of Va. Codes §§ 55.1-1939 and 1949.

With respect to the Complainant's alleged violation of the VCA, Va. Code § 55.1-1949, regarding the legality of the notice sent for the 2024 or 2025 meetings, the Association only responds to the 2025 election and not regarding the allegations regarding the 2024 or 2025 (presumably annual) meeting notice. Under § 55.1-1949, there must be 21 days of advanced notice for any regularly scheduled and annual meetings or seven days' notice for any other meeting.⁷ Further statutory instructions state that:

2. Notice shall be sent by United States mail to all unit owners of record at the address of their respective units, unless the unit owner has provided to such officer or his agent an address other than the address of the unit, or notice may be hand delivered by the officer

⁴ See Va. Code § 55.1-1943(H).

⁵ See Va. Code § 54.1-2354.3; see also 18VAC48-70-10.

⁶ See *Id.*

⁷ See Va. Code § 55.1-1949 (A)(1).

or his agent, provided that the officer or his agent certifies in writing that notice was delivered to the person of the unit owner.

3. In lieu of delivering notice as specified in subdivision 2, such officer or his agent may send notice by electronic means if consented to by the unit owner to whom the notice is given, provided that the officer or his agent certifies in writing that notice was sent and, if such electronic mail was returned as undeliverable, notice was subsequently sent by United States mail.⁸

It is not clear from the information contained in the complaint record if an annual meeting for 2025 ever occurred. What the record does appear to show is a pattern by the Association Board of not providing adequate notice of the meeting(s) (though they appear to have not taken place), as required by Va. Code § 55.1-1949(A)(1). This appears to be at least partially related to why the Association lost its management company in the fall of 2025.

Several meeting minutes were submitted by the Complainant, but none are for an annual meeting for 2024 or 2025. It is also unclear whether electronic notice was conducted or permitted under Va. Code § 55.1-1949(A)(3) for the 2024 meeting.⁹ Given the lack of information regarding the 2024 annual meeting, this Office cannot say that the VCA specifically was violated, given the dearth of information in the record. Furthermore, with respect to the 2025 annual meeting, while it is clear that the Association had difficulty in adhering to the 21-day advanced notice requirement for regularly scheduled and annual meetings, no 2025 annual meeting appears to have taken place, given the information in the record.¹⁰ Therefore, this Office cannot conclude that a violation of Va. Code § 55.1-1949 occurred with respect to the 2025 annual meeting.

However, this Office will admonish and remind the Association that it needs to comply with the notice and delivery requirements of Va. Code § 55.1-1949. While no violation was found based on submitted evidence in the instant allegations, it is clear that there have been significant challenges with providing appropriate notice to Association members regarding meetings. In order to prevent allegations of improper notice, the Association Board should review the provisions of Va. Code § 55.1-1949 to ensure that they are complying with the VCA.

Additionally, this Office finds that the Association did not comply with the spirit of 18 VAC 48-70-50 in its complaint response, because it did not specifically address many of the assertions contained in this allegation. This Office instructs the Association to respond directly and specifically to each allegation made by a complainant in a complaint form and conduct itself with propriety and transparency in answering complaints.¹¹

3. *Did the Association violate the VCA, specifically Va. Code § 55.1-1965?*

⁸ See Va. Code § 55.1-1949 (A)(2)-(3).

⁹ See Va. Code § 55.1-1949 (A)(2)-(3).

¹⁰ See Va. Code § 55.1-1949 (A)(1).

¹¹ See 18VAC 48-70-50.

In her third allegation, the Complainant alleges that the Association violated the VCA, specifically Va. Code § 55.1-1965(a), because the Association failed to provide a proposed or approved 2026 fiscal year budget to the membership of the Association.

In its response, the Association stated that it did not violate Va. Code § 55.1-1965 by not making a copy of the budget, or a summary, available for the next fiscal year prior to the start of the fiscal year because the Board has not yet adopted the budget at the time that the Complaint was submitted. The Association further states that “the Board will approve and adopt the budget as soon as feasible.”

The VCA, specifically Va. Code § 55.1-1965(A), states that

- A. Except to the extent provided in the condominium instruments, the executive board shall, prior to the commencement of the fiscal year, make available to unit owners either (i) the annual budget of the unit owners' association or (ii) a summary of such annual budget.¹²

There is no allowance, as the Association seems to think, for the Association to abrogate its duty under the VCA, pursuant to Va. Code § 55.1-1965(A), to disseminate or make available, its budget or a summary thereof, because it has been delinquent in actually making and/ or finalizing a budget. The Association does not deny that the fiscal year established under its own governing documents has passed without a budget. Furthermore, the response from the Association that it will only approve and adopt a budget “as soon as feasible” indicates its ambivalence to the requirements and duties vested within it by Virginia law.

This Office finds that there is sufficient evidence that the Association has violated the VCA, specifically Va. Code § 55.1-1965(A), by producing an annual budget or annual budget summary to association members prior to the commencement of the fiscal year. If it has not done so by the receipt of this determination, this Office instructs the Association to, within 90 days of the receipt date of this determination, approve a budget and make that budget or a summary of the budget available to the membership of the Association, as required by Va. Code § 55.1-1965(A).

4. Did the Association violate the VCA, specifically Va. Code § 55.1-1949(B)?

In the Complainant’s final complaint, she alleges that the Association has violated the provisions of the VCA, specifically Va. Code § 55.1-1949(B). To support her allegation, the Complainant cites a September 12, 2025, email from the prior management company, stating that the Association Board has acted out of compliance with notice for certain meetings, an August 26, 2025, email from the management company that confirms that a special meeting was not properly convened, a July 17, 2025 (note: the information in the record indicates that this was likely June 17, 2025), email that the Complainant believes shows that the Association Board met outside of a Board meeting, to contract with a vendor, and an email from June 18, 2024, where the prior property management company cited fiduciary concerns and actions of the Board as a contributing factor of terminating its contact with the Association.

¹² See Va. Code § 55.1-1965(A).

In its response, the Association states that it denies violations of Va. Code § 55.1-1949, but that “the Board is aware of the requirements of 55.1-1949 and will ensure compliance with this provision going forward.”

As stated above, it is clear that the Association at least attempted to schedule some meetings without proper notice, in violation of Va. Code § 55.1-1949. The September 12, 2025, email from the previous property manager cites concerns regarding two special meetings that were convened and Board decisions taken without proper convening procedures. Under the VCA, reasonable notice under the circumstances of a special or emergency meeting must be given contemporaneously with the Association Board.¹³ While there is no evidence that any special meetings were expressly conducted without reasonable notice as required by Va. Code § 55.1-1949, this Office finds it troubling that the property management company, who was being paid for its services, stated that it would not be participating in any additional regular/ special Board meetings as a result of its concerns regarding the Association not utilizing proper convening procedures for special meetings.¹⁴

Furthermore, the email indicates that the meeting minutes did not accurately reflect the proceedings and may have been altered later. While Va. Code § 55.1-1949 only requires that minutes be recorded and made available to the membership of the Association; it does not proscribe how minutes are taken.¹⁵ With that said, transparency and propriety should dictate that meeting minutes be an accurate reflection of what occurred in the meeting. The Association membership and the Association Board must have a contemporaneous record of what happens in Board meetings, and it benefits both.

There is a June 17, 2025, email chain that indicates that the Association Board had moved forward with Augustin (or Augustine- the record is unclear of the true spelling) Roofing to fix some roof damage caused by a hailstorm. One of the Association Board members tells the property management company that, “[a]fter the board meeting with Drywall and Augstin (sic) Roofing, we have decided to move forward with Augstin Roofing,” to which the property manager appears to express surprise and asked when the Board met to discuss the situation. The Association Board member then responds that “I wanted to clarify that the board has not held any secret meetings.”

It is possible that the Association Board could have made this decision through communication that was not contemporaneous but still allowed by law under provisions like the Virginia Nonstock Corporation Act (“VNCA”).¹⁶ However, recitation of any such provision was not offered as a defense in the response to the Complainant and nothing in the record seems to indicate that the Association believed that it was permitted by the VCNA or any other statute to conduct its business in this matter, nor did the Association state that it relied on the any statutory provision in order to render their decision on roofing contractors outside of an open meeting or executive session, pursuant to Va. Code § 55.1-1949.¹⁷ The wording is also unclear as to whether the Board met in a meeting with the two contractors occurred with proper notice Va. Code § 55.1-1949 prior to making their decision. This Office finds that the information

¹³ See Va. Code § 55.1-1949(B)(2).

¹⁴ See Va. Code § 55.1-1949.

¹⁵ See Va. Code § 55.1-1949(B)(1).

¹⁶ See Va. Code § 13.1-801, et seq.

¹⁷ See Va. Code § 55.1-1949.

in the record, combined with a lack of defense as to how the Association decided on a roofer without conducting a meeting Va. Code § 55.1-1949, is sufficient to support a violation of Va. Code § 55.1-1949,

The Office would remind the Association Board that even if it was true that it made the roofer decision by email or other non-contemporaneous communication methods in accordance with some provision of law, Association business is best conducted transparently, and transparency can also limit allegations of self-dealing and failing to adhere to the VCA.

Conclusion

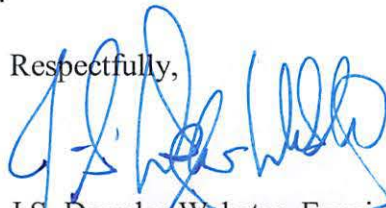
Based on the foregoing, with respect to allegation one, this Office finds that the Association did not violate the VCA, specifically Va. Code § 55.1-1943. With respect to allegation two, this Office finds that there is insufficient information to determine a violation of Va. Code § 55.1-1949. With respect to allegation three, this Office finds that the Association was in violation of Va. Code § 55.1-1965. With respect to allegation four, this Office finds that there is sufficient evidence to determine that the Association was in violation of Va. Code § 55.1-1949.

Required Actions

Within 90 days of receipt of the receipt date of this determination, this Office instructs the Association to approve a 2025 budget and make that budget available for inspection to the membership of the Association, as required by Va. Code § 55.1-1965(A). Furthermore, this Office suggests that the Association Board undergo Board training in order to ensure the Board is aware of the requirements of the VCA regarding open meeting and notice requirements, as well as best practices concerning the composition of meeting minutes.

Please contact me if you have any questions.

Respectfully,



J.S. Douglas Webster, Esquire,
CIC Ombudsman

Compliance & Investigation Division