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## **Tenant's Right to Prevent Eviction for Non-payment of Rent by Paying All Amounts Owed (Redemption) or by Offering to Pay All Amounts Owed (Redemption Tender)**

If your landlord wants to evict you for not paying rent, the landlord must give you a written notice to either move or pay rent in 5 days. If you pay the rent in 5 days, you get to stay. If you do not pay, the landlord can start an unlawful detainer action (an eviction) in General District Court (GDC) by filing a Summons for Unlawful Detainer. You do not have to move just because your landlord has given a written notice, or because your landlord has filed in court.

If the court finds you do owe rent, you can be evicted. *However, you may be able to prevent eviction by paying all amounts owed, or by offering to pay all amounts owed, if there are no other reasons stated for eviction.*

### **How do I prevent eviction for non-payment of rent by paying all amounts owed?**

Virginia law says the unlawful detainer lawsuit must stop if you pay all amounts owed in the manner explained on this sheet. These amounts owed are: (1) all rent and arrears due as of the first court date, (2) all late charges and attorney's fees contracted for in a written lease and due as of the first court date, (3) interest and (4) court costs. The Summons for Unlawful Detainer lists rent, late charges, attorney's fees, interest and court costs your landlord claims as of the filing of the unlawful detainer. Additional amounts may have come due afterwards.

If you agree with these amounts claimed by the landlord, you must pay everything *on or before* your first court return date. The Summons for Unlawful Detainer lists your return date and time. You may pay these amounts owed to your landlord, your landlord's attorney, or the court. This is called a "redemption."

If you pay these amounts owed, get a written receipt and bring it to court on the first court date. You also may complete and file the attached form "Notice of Redemption" with the court.

### **When must I pay all amounts owed to prevent eviction for non-payment of rent?**

*You must pay these amounts owed on or before your first court date to prevent eviction.* Paying all or some of these amounts owed *after* your first court date will not stop the eviction process. After the first court date, landlord can accept your payment of amounts owed and still proceed with eviction unless you have paid everything you owe and entered into a new rental agreement with the landlord.

**How do I prevent eviction for non-payment of rent by offering to pay all amounts owed?**

If a local government or a non-profit entity has promised to pay, then you can give to the court their written commitment to pay. This is called a “redemption tender.” The redemption tender must promise to pay – within 10 days after the first court date – (1) all rent and arrears due as of the first court date, (2) all late charges and attorney’s fees contracted for in a written lease and due as of the first court date, (3) interest and (4) court costs.

**When must I give the court the “redemption tender”?**

You must give the redemption tender to the court at the first court date.

**When must the amounts promised be paid to prevent eviction for non-payment of rent?**

After you give the court the redemption tender, the court must continue (or postpone) the unlawful detainer for 10 days. If the 10<sup>th</sup> day falls on a Saturday, Sunday, or legal holiday, then the unlawful detainer is continued to the next business day.

On the next court date, if the landlord has received all of the money promised in the redemption tender, the court must dismiss the case.

On the next court date, if the landlord has not received all of the money promised in the redemption tender, the court must grant the landlord a judgment for immediate possession and for all amounts due.

This means it is very important that you come to court on the next court date with written proof that the landlord received all of the money promised in the redemption tender.

**How often can I use a “redemption” or a “redemption tender”?**

If an unlawful detainer is filed, you can prevent eviction only once every 12 months that you continue to live in the same place, either by paying a redemption or by offering a redemption tender and then having the redemption paid.

**VIRGINIA:**

**IN THE GENERAL DISTRICT COURT**

**OF THE CITY / COUNTY OF \_\_\_\_\_**

|           |                   |   |                          |
|-----------|-------------------|---|--------------------------|
| _____     | ,                 | * |                          |
|           | <b>Plaintiff,</b> | * | <b>FILE NO.</b> _____    |
| <b>v.</b> |                   | * |                          |
|           |                   | * |                          |
| _____     | ,                 | * | <b>RETURN DATE</b> _____ |
|           | <b>Defendant.</b> | * |                          |

**NOTICE OF REDEMPTION**  
Code of Virginia §§55-243, 248.34:1(C)

Plaintiff has brought this unlawful detainer action on the basis of a default in timely payment of rent, and has sought:

- \$\_\_\_\_\_ Rent due for the following period \_\_\_\_\_
- \$\_\_\_\_\_ Late fees as provided for in a written agreement
- \$\_\_\_\_\_ Attorney's fees as provided for in a written agreement
- \$\_\_\_\_\_ Court costs

Defendant has tendered to: [  ] Plaintiff or [  ] Plaintiff's attorney a total of \$\_\_\_\_\_ on \_\_\_\_\_ to redeem the tenancy. Defendant has not previously used the redemption provision of the Code within the past twelve months (tendering rent, etc. after expiration of a 5 day pay or quit notice and filing of an unlawful detainer action).

**WHEREFORE** the Defendant respectfully requests that all further proceedings in this action cease.

\_\_\_\_\_  
Defendant

Subscribed and sworn to before me this  
\_\_\_\_\_ day of \_\_\_\_\_, 20\_\_.

\_\_\_\_\_  
[  ] Deputy Clerk [  ] Notary Public

Registration No. \_\_\_\_\_

My Commission Expires: \_\_\_\_\_