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Eight Things All Tenants in Virginia Should Know

1. If you have signed a written lease, you are bound by what it says unless Virginia landlord-tenant law says otherwise. **Never sign a lease unless you read, understand and agree with all of it.** If the written lease differs from what is said orally, the written lease controls.

2. If your landlord does not offer you a written lease, the law has a default lease of 12 months with no automatic renewal. Rent is paid in 12 monthly payments. Rent is at the fair market rent unless agreed otherwise. Rent is due on the 1st of the month and late after the 5th.

3. A landlord cannot charge you more than 2 months' rent as a **security deposit**. You have a right to a move-in inspection within 5 days of moving in and a move-out inspection within 3 days of moving out. The landlord has 45 days after you move out to return your security deposit, minus any unpaid rent and minus damages above reasonable wear and tear.

4. A landlord can charge you **late fees** if you do not pay your rent on time, but only if set out in a written lease, or if you have a default lease. The late fee is 10% of the periodic (monthly or weekly) rent, or 10% of the remaining balance due and owed, whichever is less.

5. A landlord **cannot evict you until doing ALL of the following**. Gives you a written nonpayment or termination notice. Files an unlawful detainer (eviction lawsuit) in court. Has you served with the unlawful detainer. Gets a judgment of possession from the court. Gets a Writ of Eviction from the court. Has the Sheriff served you with the Writ of Eviction.

6. You have a **right of redemption** to pay and stay **to avoid being evicted for nonpayment of rent**. The eviction lawsuit must be dismissed if you pay ALL amounts owed by your court date. You can bring to court a written promise to pay from a government or nonprofit agency, as long as payment is made within ten days of your court date. After a judgment of possession, you can stop a Sheriff's eviction if you pay ALL amounts owed at least 48 hours before your scheduled eviction date. If your landlord rents out five or more units, you may use these rights at any time. Otherwise, you may use these rights only once in a 12-month period.

7. **You cannot stop paying your rent to force your landlord to make repairs**. You must send your landlord a written 14-day notice to make the repairs. If repairs are not started in 14 days, you can contract with a licensed professional to get the work done. The cost cannot be more than \$1,500, or one month's rent, whichever is higher. You can deduct the cost of the repairs from your rent by giving your landlord an itemized statement of the work and a receipt for the work. You also can take your written notice and next month's rent to General District Court and file a Tenant's Assertion. To do this, you must be current in rent and stay current.

8. A landlord cannot force you to move by locking you out; cutting off heat, hot water, running water, electricity, or natural gas; or making your premises unsafe. If this happens you can go to General District Court and file a Tenant's Petition for Relief from Unlawful Exclusion.