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Know Your Rights: A Guide for Tenants Renting in the State of Virginia - 2026

Under Virginia law, tenants have certain rights when they move in, while they are renting, and before they can be evicted. You are a tenant if you pay regular amounts of rent during regular time periods, such as once a month or once a week. You also are a tenant if you have lived in a hotel or motel for more than 90 days, or you are subject to a written lease for a period of more than 90 days. You are not a tenant if you have lived in a hotel or motel for 90 days or less. In this case, the only legal right you have is to receive a five day "pay or quit" notice before the hotel/motel evicts you by self-help without going to court.

Lease Agreements

As of July 1, 2019, Virginia law requires that landlords offer written leases. If the landlord does not do that, the law sets out a specific lease that will apply. This lease has these rules:

- The lease is 12 months with no automatic renewal.
- Rent is paid in 12 monthly payments.
- Rent is at the fair market rent if no amount is agreed upon
- Rent is due on the first of the month and late after the fifth of the month.
- A reasonable late fee may be charged. This is 10% of the periodic (monthly or weekly) rent, or 10% of the remaining balance due and owed, whichever is less
- The security deposit can be no more than two months' rent.
- The landlord and tenant still may enter into a written lease.

A lease is a contract stating what the landlord will do and what you as the renter will have to do. The law generally will make you follow all the terms of lease, so make sure you clearly understand what you have agreed to do. Pay careful attention to the following items:

1. How much the rent will be per month.
2. How much the security deposit will be if there is one.
3. What day is the rent due and when is it considered late.
4. How much is the late fee if you are late with the payment.
5. How long the lease runs: month-to-month, 6 months, one year.
6. How many days advance notice do you have to give if you wish to move.
7. Whether the electric, heat, water and sewer are included in the rent.
8. Whether a refrigerator and stove are provided by the landlord.

9. What you must do to get repairs made.`
10. Any specific rules or other charges.

<u>IMPORTANT TIP</u>: If you and the landlord agree to something that is not written in the lease, for example specific repairs the landlord will make, add it to the lease and have both you and the landlord initial and date it. You also can write the agreement on a piece of paper, have both you and the landlord sign and date it, and keep a copy for yourself.

Security Deposits

Most landlords will make you pay a security deposit before you move in. Under Virginia law, the security deposit cannot be more than 2 months' rent. The security deposit is held by the landlord until you move out to cover the cost of any damages, above reasonable wear and tear, you cause to the apartment or house while you live there, or any unpaid rent or other charges that you owe. If you leave owing no money and the premises are clean and in generally the same condition as when you first moved in, the security deposit will be returned to you. However, if there are damages or money owed, the landlord will keep the security deposit.

Within 45 days after you move out, the landlord must return the security deposit, or send you an itemized list of the damages or charges deducted from the security deposit. If the landlord does not do either of these things within 45 days, or if you disagree with the itemized list of the damages or charges, you can go to court and sue for the return of your security deposit.

<u>IMPORTANT TIPS</u>: Always thoroughly check the rooms, appliances, and plumbing before you move in to an apartment. As soon as you move in, make a list of all the things wrong with the apartment or house, sign and date it, give a copy to the landlord, and keep a copy for yourself. This will protect you from being charged for them later.

When you are ready to move out, make an appointment with the landlord to inspect the premises together so you can agree on its condition. If you are concerned as to return of the deposit, you also may want to take photos when you move out so you can later prove how you left the premises. Always return the keys and if you expect return of the deposit, leave a forwarding address. When you move, take everything with you in as short a period of time as possible. Property you leave can be treated as abandoned. Unless specifically agreed to by the landlord, do not use the security deposit to pay your last month's rent as your landlord could bring an eviction action when the rent is not paid timely.

Repairs

Under Virginia law, unless properly agreed otherwise, all landlords must do these things:

• Follow building and housing codes affecting health and safety.
• Make all repairs needed to keep the place fit and habitable.
• Keep in good and safe working order all electrical, plumbing, sanitary, heating, ventilating, air conditioning and other facilities and appliances that the landlord supplies.
• Supply water, hot water, air conditioning if provided, and heat in season; unless the tenant alone controls the heat, air conditioning, or hot water, or unless provided directly by a utility company to the tenant on a separate meter.
• Pay for pest treatment or extermination, unless the tenant is at fault or the tenant unreasonably delayed in reporting the pests.

Under Virginia law, all tenants must do these things:

• Keep your rented space and plumbing as clean and safe as conditions permit.
• Use all utilities and appliances reasonably, and get rid of trash.
• Not destroy or mess up the property, or allow anyone else to.
• Not disturb your neighbors, or allow anyone else to.
• Follow the lease and reasonable rules of your landlord.
• Keep that part of the premises you occupy free from insects and pests, and promptly notify your landlord of the existence of any insects or pests.
• Pay for pest treatment or extermination if you are at fault in failing to prevent infestation.
• Pay for the added cost of pest treatment or extermination if you unreasonably delay in reporting the pests.

If something needs to be repaired that is the landlord's responsibility, you must notify the landlord in writing of the problem and give a reasonable time to fix it. If it is an emergency, such as lack of heat or water, your landlord should fix it within 1-3 days. Other repairs must be made within a reasonable time, usually 14 days. Your letter should specify the repairs needed and a time by which to fix each problem. As you must give your landlord access to your home to make repairs, you may also want to put in the letter what times of day are best for you, or how the landlord can reach you for permission to enter the premises.

***IMPORTANT TIP:** You should always notify your landlord in writing of any repairs that need to be made. Even if you speak to him or her about the problem, follow it up with a letter confirming the conversation. Mail the letter by 1st class mail – not an email or text message. In addition, you can use certified mail, return receipt requested, so you will have proof of it being sent and received. Always make a copy for your records of each letter you send.*

The requirement of a written notice of repairs can also be met by calling your local housing inspector and having them inspect the premises. The inspector will then send a notice to the landlord and to you listing the repairs that need to be made, and a time frame to make them.

If repairs aren't made in a reasonable time, you can take your landlord to court with a Tenant's Assertion or a "rent escrow" case. At this point, it probably is best to get legal help. To do this, you must be completely current in payments to your landlord, and you must pay your next month's rent into court within 5 days of the due date. You complete a "Tenant's Assertion and Complaint" (Form DC-429) at the General District Court for the County or CIty where you live. You can attach to the Tenant's Assertion a copy of the inspection report or your repair letter to the landlord. You also can list the bad conditions on the form.

To file and serve the papers will cost about $64. You may ask the clerk for a "Petition for Proceeding in Civil Case without Payment of Fees or Costs" (Form CC-1414) if you can't afford to pay. When you complete the Tenant's Assertion, you fill in the name and physical address of the true owner of the property as the Defendant-Landlord.

If you are not completely certain about the name and physical address of the true owner of the property, you will have to do a real property search. Google "real property search" and the name of your County or Independent City. For example, "Richmond real property search." You also can call your local officials in your County or Independent City.

If the true owner is <u>not</u> a natural person – for example, a corporation or a limited liability company (LLC) – there is one more thing you have to do. You must get the name and physical address of the registered agent of the company. To get this, call the Virginia State Corporation Commission at 804-371-9733 or 866-722-2551. When you fill out the Tenant's Assertion, you fill in the name of the company as the Defendant-Landlord, and the name and physical address of their registered agent.

When you fill out the Tenant's Assertion, you need to decide what you want the judge to do. You can ask the judge for any of these things: to order repairs completed before your rent is released to the landlord; to order repairs and return of some (or all) of the rent money to you for having to put up with the bad conditions; to order your lease ended so you can move out without paying future rent.

After filing the Tenant's Assertion, the court sets a hearing date and has the landlord served with a summons to court. You can also ask the clerk to subpoena the building inspector if there was one, and any other witnesses who have agreed to help you. Subpoenas cost about $12 each unless your filing fees were waived. Before the hearing date, you should collect your list of problems, a copy of your notice letter, certified mail return receipt (if any), the inspector's report, any pictures or videos, and your rent receipts. This is the evidence that you will present to the judge.

When the case is heard, you will present your evidence first. The landlord or judge may ask you questions. Ask the inspector and your witnesses to testify after you. Then the landlord gets to present evidence and witnesses. You can question them about what they have said, but do not argue with them. If you do not come to court on your trial date, the court will dismiss your case. If you come to court and the other side does not, you should get a judgment. If both sides come to court, the judge will hear both sides and decide who wins.

<u>IMPORTANT TIP</u>: NEVER withhold your rent while awaiting repairs to be made or you could face possible eviction. Instead, you must be current in your rent and follow the procedures outlined above.

Terminating or Ending Your Tenancy

There are certain procedures both you and your landlord must follow to properly end your tenancy. If you have a written lease, the notice requirements for termination should be in the lease. If it is a month to month lease, 30 days is usually required. If it is a year's lease, the lease will usually state that your notice – that you will not be renewing the lease – must be given 30 or 60 days before the lease ends. Often times, a year's lease will change into a month to month lease after the year runs, or it may be for another year. Read your lease carefully!

<u>IMPORTANT TIP</u>: If you do not give the proper written notice when you are moving, you may be held liable for additional rent even if you no longer live on the premises.

If either you or the landlord breach the lease for a reason other than non-payment of rent, a notice can be sent stating that if the problem is not corrected within 21 days, the lease will terminate in 30 days. Note, even if you correct the problem, if the same problem happens again, the landlord does not have to give you another 21 day time period to fix the problem, but rather can simply serve you with a 30 day notice. If the breach of the lease is not capable of being corrected, then a straight 30 day notice can be sent.

Although there are exceptions, if a landlord wants to evict you for not paying rent, the landlord must give you a written notice to either move or pay rent in 14 days. If you pay the rent in the 14 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). You do not have to move just because the landlord has given a written notice.

Even if the landlord starts an unlawful detainer (eviction) lawsuit in General District Court (GDC), you do not have to move just because the landlord has filed a lawsuit. However, if the court finds you do owe rent, you can be evicted.

Note, if you commit a criminal or willful act that is a threat to health or safety, the landlord is not required to send a notice to terminate your tenancy, but rather can simply proceed with the filing of a court action for possession.

<u>IMPORTANT TIP</u>: Even if the time period has run on any notice to terminate your tenancy, the landlord cannot put you out, deny access to your home or shut off utilities to get you out. Rather they must first take you to Court, get a judgment of possession, and get a Court ordered Writ of Eviction.

Eviction

Once your tenancy has been terminated by a proper notice, if you are still residing in the premises, the landlord can file a Summons for Unlawful Detainer (eviction) lawsuit in court seeking possession of the premises and any money you might owe. The Sheriff will serve you with the court papers which will state why the landlord wants you evicted, how much money they are claiming, and the date and time of your court appearance.

Under Virginia law, tenants get four chances to pay their rent late and stay.

The first chance is within any grace period of the lease (if any). If you pay the rent within the grace period, you get to stay. You may do this any number of times.

The second chance is after the grace period (if any) ends and before the landlord has filed an unlawful detainer eviction lawsuit. Usually this is the time during which the landlord has given you 14-day nonpayment notice. If you pay the rent and the late fee during this time period, you get to stay. You may do this any number of times.

The third chance is after the landlord has filed an unlawful detainer eviction lawsuit and on or before the court date. This is called a redemption (pay and stay), or a redemption tender (an offer to pay and stay).

A redemption means the eviction lawsuit must be dismissed as paid if you pay the landlord, the landlord's attorney, or the court all amounts owed as of the court date. All amounts owed means all rent (including a new month's rent if that has come due), all late fees set forth in a written lease (including a new month's late fee if that has come due, court costs, and reasonable attorney's fees (if a landlord's attorney is involved). If there is a redemption, always get a receipt and come to court with the receipt to make sure the case is dismissed paid.

A redemption tender means you come to court on the first court date and show the judge a written commitment from a local government or non-profit agency to pay all or part of the redemption amount. If so, the judge must postpone the case for ten days and allow you to come back with the full redemption amount on that day. Again, get receipts and come to court with them to be sure the case is dismissed as paid. If not, the landlord gets an order of possession.

The fourth chance is an extended right of redemption (extended right to pay and stay). If the landlord wins the lawsuit, the judge will issue a judgment of possession. After that, the landlord may ask the court to issue a Writ of Eviction. This goes from the clerk to the Sheriff to the tenant, and authorizes the Sheriff to evict on a specific date. The Sheriff must give you at least 72 hours advance notice of the eviction, and usually gives about 7-10 days notice.

Under the extended right of redemption, you can pay the landlord, landlord's attorney, or the court all amounts owed as of 48 hours before the Sheriff's scheduled eviction date.

All amounts owed means all rent (including a new month's rent if that has come due), all late fees set forth in a written lease (including a new month's late fee if that has come due), court

costs, Sheriff's fees, and reasonable attorney's fees (if a landlord's attorney is involved). Payment must be by cashier's check, certified check, or money order. If so, the Sheriff's eviction is cancelled. Confirm with both the landlord and the Sheriff to be sure.

<u>IMPORTANT TIP</u>: If your landlord rents out five or more units, you may use these rights at any time. Otherwise, these rights can be limited to only once in a 12-month period if the landlord informs the tenant of this limitation in writing.

At the court date, the judge will call your name and ask whether you admit or deny what the landlord said in the unlawful detainer. If you admit it, the Court will enter an order of possession for the property, as well as a money judgment for the rent, damages, costs, and fees sought by the landlord. If the landlord asks, the judge can give immediate possession and allow the landlord to get an immediate Writ of Eviction. However, you cannot be evicted until your 10-day appeal period has passed. If the landlord does not ask for immediate possession, the Writ cannot be issued until the 10-day appeal period has passed. The Sheriff will provide you the Writ of Eviction, as well as at least 72 hours' notice of the date that the actual eviction will occur.

If you disagree with the landlord, the court will usually set another date to actually try the case. The judge also will ask both you and the landlord if you want the other side to put in writing why each feels they are right. The landlord's writing is called a Bill of Particulars which explains why they are entitled to both possession and any money sought. Your writing is called a Grounds of Defense which explains why the landlord is wrong. The judge will set dates when these pleadings are due to be filed with the court and to be sent to the other side. If they are not filed and sent by the required deadlines, you can automatically lose the case without ever having the trial.

If you ask the case to be set for another day, the landlord can ask the court that you pay all the rent owed to the court until the trial date. If you state a good defense to the case, Judge may not require you to pay the rent to a court escrow account. If you do not offer a good defense, the Judge will likely give you 7 days to pay the money to the court. If you fail to make the payment on time, the landlord can ask for judgment without ever having the trial.

When the case is heard, all witnesses will have to speak under oath. The landlord goes first. You will get a chance to question the landlord and any other witnesses. After that, you and your witnesses will testify. Then the landlord gets to ask questions. At the end, each side can make a short closing argument, telling all the reasons the judge should decide the case for the landlord or the tenant. After hearing both sides, the judge will decide the case. If you win, you can stay on as if the case never came to court. The losing party has a 10 day appeal period.

To appeal from General District Court to Circuit Court, you must do three things within ten days of the judgment:

- Fill out a Notice of Appeal (Form DC-475) in the General District Court Clerk's office
- Pay, or get the court to waive (forgive), the fees of the Circuit Court.

• Pay, or get the court to waive (forgive), the appeal bond.

To appeal an eviction judgment based on nonpayment of rent, the bond can be waived if you demonstrate to the Judge that you are indigent (cannot afford the bond). Even if the Judge waives the appeal bond, you must pay ongoing rent as it becomes due. If you do not pay ongoing rent as it comes due, the court will dismiss your appeal.

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