CENTRAL VIRGINIA LEGAL AID SOCIETY

www.cvlas.org

115 S. 15th Street, Suite 400
Richmond, Virginia 23219
804-648-1012 or 800-868-1012
Fax: 804-649-8794

229 North Sycamore Street
Petersburg, Virginia 23803
804-862-1100 or 800-868-1012
Fax: 804-861-4311

103 E Water St, Suite 201/202
Charlottesville, Virginia 22902
434-296-8851 or 800-390-9983
Fax: 434-296-5731

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 the late fees are set out in a written lease, or if you have a default lease. The late fee cannot be more than 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 ALL of the following steps are completed.** The landlord must provide you a written nonpayment or termination notice; file an unlawful detainer (eviction lawsuit) in court; have you served with the unlawful detainer; obtain a judgment of possession from the court; obtain a Writ of Eviction from the court and have the Sheriff serve 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 after 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.

Authorized by Steve Dickinson, Esq., Executive Director, Central Virginia Legal Aid Society, 115 S. 15th Street, Suite 400, Richmond, VA 23219