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Getting Repairs - 2026

You have the legal right to live in a home that is safe and healthy. You must follow the law to obtain repairs for rental housing. To fix problems that make a home unsafe, the law divides the duties between the landlord and the tenant.

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.

What duties do all landlords have?

Under Virginia law, all landlords must do these things.

1. Follow building and housing codes affecting health and safety.
2. Make all repairs needed to keep the place fit and habitable.
3. Keep common areas clean and safe when used by more than one tenant household.
4. Keep in good and safe working order all electrical, plumbing, sanitary, heating, ventilating, air conditioning, and other facilities and appliances, including elevators that the landlord supplies or must supply.
5. Keep the premises in a condition to prevent the accumulation of moisture and growth of mold and remedy any visible mold.
6. Provide and maintain trash containers.
7. 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.
8. Provide working smoke alarms, and a certificate to confirm that.
9. Pay for pest treatment or extermination, unless the tenant is at fault or the tenant unreasonably delayed in reporting the pests.

You and the landlord may agree in writing that you will do some of the landlord's duties. These are duties #3, #6, and #7. If you and the landlord agree that you will do some of the landlord's duties, this must be in writing and must be done in good faith. None of the other duties can be legally shifted to the tenant evn if the lease purports to do so. Those lease provisions cannot be enforced.

What duties do all tenants have?

Under Virginia law, all tenants must do these things.

- Follow building and housing codes affecting health and safety.
- Keep your rented space and plumbing as clean and safe as conditions permit.
- 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.
- Remove garbage and waste in a clean and safe manner to receptacles provided by the landlord.
- Keep all plumbing fixtures as clean as their condition permits.
- 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.
- 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.

What should I do if something needs fixing?

Some tenants just stop paying rent when something goes wrong. ***This is a bad idea that can get you evicted.*** There are two legal and effective ways to get bad conditions fixed.

• Repair and Deduct – not done through court action.
• Tenant's Assertion – done through court action.

What is "repair and deduct"?

"Repair and deduct" means you can give a written notice to the landlord of needed repairs and wait 14 days. Mail your 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 keep a copy for your records of each letter you send.

If repairs are not started within the 14 days, you can contract with a licensed contractor or pesticide business to get the needed 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 the rent by giving the landlord an itemized statement of the work and a receipt for the work.

Repair and deduct is not available if you caused the condition, denied access to the premises, or the condition was remedied by landlord prior to tenant's contract with a third party.

You do not have to be current in your rent to use repair and deduct. However, you do have to pay the cost of the repair, which you then can deduct from future rent payments. You must hire a licensed contractor not a friend or unlicensed worker.

What is a "Tenant's Assertion"?

A Tenant's Assertion is a lawsuit you file against your landlord because your landlord did not fulfill a duty under the lease or under the law. To use this, you must be current in your rent and stay current. You have five steps to follow.

1) Identify the problem and who is responsible.
2) Get your proof together.
3) Give proper written notice to your landlord.
4) Allow a reasonable chance for your landlord to make the repairs.
5) Take the case to court if necessary.

How do I identify the problem?

Try to figure out the cause of the bad condition. For example, if water is leaking from your ceiling, try to figure out if it comes from a roof leak, or a tub or toilet upstairs. Figure out if anyone in your household caused the problem. Figure out from the list above whether the landlord or the tenant is responsible for fixing it. While you're at it, make a list of all the problems in your home, so they all can get fixed.

How do I get my proof together?

For most housing problems, the best proof is an inspection by the local building inspector. Make an appointment to meet the inspector at your home. Have a list of the problems to point out as the inspector goes around.

If you can't get an inspection, or even if you can, you may want to take photographs or a video of the problems. You also may want to have a trusted person look at the problems so they can be a witness if necessary.

How do I give notice to the landlord?

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.

If the inspector has found serious problems, the inspector's letter to the landlord is enough notice of the problem so the landlord will be held responsible. If there is no inspection letter, or if you just want to be sure, you should give notice to the landlord yourself. Your notice must follow these rules.

• Your notice must be in writing. You should keep a copy for yourself.
• Your notice should list all the problems that need fixing. Don't just assume the landlord knows about them because of your previous complaints.
• Your notice should give the landlord a time by which to fix each problem.

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 keep a copy for your records of each letter you send.

You also must give the landlord access to your home to make the repairs. If it is not an emergency, the landlord will need your permission to come into your home to make repairs. You should make this as easy as possible by giving permission in your notice letter. You also may tell your landlord, in your letter, what times of day are best, or how to reach you for permission. Don't give the landlord any excuse to say you wouldn't cooperate with repairs.

What should I do if the repairs aren't made?

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 fill out a "Tenant's Assertion and Complaint" (Form DC-429) at the General District Court for the County or Independent 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 not 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 complete 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 prepare the Tenant's Assertion, you must 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.

You should ask the clerk to subpoena the building inspector if there was one, and any other witnesses who have agreed to help you. Subpoenas cost $12 each unless your filing fees were waived. The court sets a hearing date and has the landlord served with a summons to court.

What happens at the court hearing?

Before the hearing date you should get together your list of problems, a copy of your notice letter, certified mail receipt & green return receipt (if any), the inspector's report, any photographs or videos, and your rent receipts. 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 don't argue with them.

If you do not come to court on your trial date, the court will dismiss your lawsuit. 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.

Never withhold your rent while waiting for repairs to be completed or you could be evicted. Instead, you must be current in your rent and follow the procedures outlined above.

Can I just move if my landlord won't make repairs?

Not without penalty. If you do not get a court order allowing you to end your lease early, your landlord can hold you legally responsible for rent for the rest of the lease period.

M**oving without at least giving a written 21/30 day notice to your landlord is a bad idea**. You can give your landlord a written notice explaining the problems of poor housing conditions and state that if the problems are not corrected within 21 days, the lease will terminate in 30 days. If the landlord corrects the problems in 21 days, the lease continues. If not, the lease ends after 30 days, and you can move.

However, your landlord still could sue you and try to hold you legally responsible for rent for the rest of the lease period. The court can agree with you and hold that you had good reason

to move. Then, you would not be responsible for rent for the rest of the lease period. If the court agreed with the landlord and decides that you did not have good cause to move, you could be responsible for rent for the rest of the lease period

After your landlord knows you are moving, your landlord has a duty to find another tenant. Your landlord must try to lower the amount of lost rent by trying to rent to someone else. If your landlord (or you) finds another tenant, then you are not legally responsible for the part of your rent the new tenant pays.

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