

Need Repairs?

Know Your Rights: Bad Housing Conditions

IMPORTANT: Under Virginia law, **you cannot stop paying rent because of bad conditions**, even if the problems are very serious. Withholding rent could lead to your eviction, and the poor conditions would not be a defense.

- **If you need a repair done, and can afford to pay for the repair up front:**
 - **Your Right (VA Code § 55.1-1244.1):** If the landlord doesn't make necessary repairs, you can pay for any repairs out of pocket and then deduct the cost from the next month's rent. A necessary repair is a serious repair needed in your apartment, such as a major appliance not working, no hot water, or significant plumbing leak. The maximum amount you can deduct from your rent is either \$1,500 or one month's rent, whichever is more, but you must follow the steps below.
 - **What you have to do:** (1) Give your landlord written notice of the problem by hand delivery or mail, and keep a copy or a photo of the notice. (2) Wait 14 days for the landlord to fix it. (3) If they do not fix it, you can hire a licensed contractor to make necessary repairs. (4) After the repairs are made you must give an itemized statement of the costs of the repair and the receipts for the work to your landlord. (5) Then you can deduct the cost from your next month's rent.
 - **Pros:** You can get the repair done quickly, with your own chosen contractor
 - **Cons:** You have to pay for the repair up front, and if your landlord disagrees with the deduction, they may try to take you to court for nonpayment (if you follow these steps, this process would be your defense).
- **Terminating your lease if your landlord won't make repairs:**
 - **Your Right (VA Code § 55.1-1234):** You can terminate your lease if your landlord refuses to make necessary repairs. A necessary repair is a serious repair needed in your apartment, such as a major appliance not working, no hot water, or significant plumbing leak.
 - **What you have to do:** (1) Send a written notice to the landlord asking them to fix the problem and letting them know that if they do not fix the issue within 21 days the lease will terminate in 30 days. (2) If the landlord has not fixed the problem the tenant can move.
 - **Note:** the repair needed cannot be the fault of the tenant.
 - **Pros:** You can move out to avoid the bad conditions
 - **Cons:** Moving can be expensive. If your landlord does not agree with your lease termination, they can try to take you to court for breaking your lease early (If you follow these steps, that would be your defense).

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- **If your landlord doesn't make necessary repairs and you want to take them to court:**
 - **Your right (VA Code § 55.1-1244):** You can file a lawsuit called a Tenant's Assertion against your landlord and ask a court to order them to make necessary repairs and/or return rent money to you, or terminate your lease at your request. A necessary repair is a serious repair needed in your apartment, such as a major appliance not working, no hot water, or significant plumbing leak. You must be current on rent to file this lawsuit.
 - **What you have to do:** (1) Give your landlord written notice of the problem by hand delivery or mail and keep a copy or photo of the notice and, (2) wait 30 days for them to fix it (unless the problem is an emergency, such as lack of running water, then you can wait less time). (3) If the landlord does not fix it, then file the case in General District Court by filling out a "Tenant's Assertion and Complaint" form at the clerk's office. (4) Pay your rent into an escrow account with the clerk's office by the normal due date, instead of to your landlord. (5) The court will schedule a hearing and you should bring any evidence, like photos of the problem and a copy or photo of the notice to your landlord, that you have to the court hearing.
 - **Pros:** The judge can order the landlord to make the repair and make them come back to court to show that it's done. You can get a deduction in your rent, or even all your rent back for the time the repairs are not done if the conditions are bad enough.
 - **Cons:** The court process for a Tenant's Assertion can be long. You will need to go to court several times. You will have a court hearing in front of a judge, but sometimes judges side with the landlord, or decide not to give the tenant everything they ask for, even if tenants follow these steps. You must be current on your rent and pay your rent to the clerk's office on time each month during this process.

If you have further questions, or if your landlord takes you to court after using one of these rights, contact us at one of the numbers below:

Northern Virginia:
(703) 778-3450

Richmond/Petersburg:
(804) 643-1086

Charlottesville:
(434) 977-0553
