

Tenants' Rights in Virginia

The rights listed here apply to all tenants in Virginia. You may have more rights if you live in subsidized housing (housing with income restricted rent, such as public housing), if you live in a manufactured home, or if your lease includes additional protections.

General Lease Terms

Your lease includes specific terms that govern the use of your unit. However, if your lease includes terms that conflict with Virginia law, Virginia law applies. Read your lease before signing!

Repairs and Conditions

While landlords have a duty to maintain the premises and make repairs, tenants must pay their rent, even if their landlord is not upholding their obligations to make repairs.

Tenant's Assertion: You can file a tenant's assertion in general district court after giving your landlord written notice of the issue needing repair and a reasonable time for your landlord to respond. You must be current on rent to do this.

Remedy by Repair: After giving a 14-day written notice to repair, you can hire a licensed technician to repair the issue and deduct up to one month's rent from your balance (maximum \$1,500).

Security Deposits

Your landlord has 45 days after your lease has ended to provide written notice of how your security deposit was used and give you any remaining balance.

Your security deposit should only be used for damages that rise above normal wear and tear or unpaid rent and fees due under the lease. You can file a complaint in small claims court (in general district court) if you disagree with the use of your deposit.

Ending Your Lease

It is a violation of your lease to move out before the term is up, unless your landlord consented to the move, but your landlord has a duty to look for another tenant. You will owe rent under your lease term only until that new tenant moves in. Victims of domestic violence have additional protections to break their lease early

ALWAYS GO TO YOUR COURT DATE AND CALL LEGAL AID

Legal Aid Justice Center:

(804) 643-1086 (Richmond) (434) 977-0553 (Charlottesville) (703) 778-3450 (Falls Church) (804) 862-2205 (Petersburg)
Virginia Eviction Legal Helpline: 1-833-NO-EVICT

Steps of an eviction:

STEP ONE: Notice: A landlord must always give written notice of the reason for eviction before filing in court. Here are some common reasons for eviction and the notice requirements:

- Non-Payment of Rent: a 5-day pay or quit notice is required. This notice must list the exact amount owed under your lease and give you 5 days to pay that amount.
- Violation of a Lease Term that Can be Corrected: requires a notice that gives you 21 days to fix the problem. If the violation is not fixed, you have 30 days from the notice before the landlord can file.
- Violation that Cannot be Corrected: requires a 30-day notice prior to filing. If the activity is drug related or threatens health or safety, your landlord can file immediately after giving you notice.

STEP TWO: First Appearance & Default Judgments: the first court date (“return date”) is your first appearance.

- If you do not show up to court, you will get a “default judgment” which means you can be evicted.
- If you have defenses, ask for a hearing and set the case for trial; otherwise, you will get a judgment.
- You may ask for pleadings, which would require the landlord to list out their legal basis for eviction.
- Right of Redemption: 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. If there is a dispute, the judge can decide it.
- Nonsuits: the landlord may voluntarily decide to drop your case with a “nonsuit.” A nonsuit does not prevent the landlord from refile in the future, but until they do so you will not be evicted.

STEP THREE: Hearing & Judgment

- The hearing is where you can submit any evidence you have and argue your case.
- If you lose your case, the judge will enter a judgment for possession to the landlord. This judgment is public and may affect your rental applications in the future.
- If you win your case and your landlord refiles based on the same situation, you can tell the judge that the case was already decided in your favor by a previous judge. This is called “res judicata.”

STEP FOUR: Motions to Rehear & Appeals

- Motion to Rehear: You have 30 days after a default judgment to file a motion to rehear. The judge has the choice to rehear - it helps to show that you were unaware or unable to make the previous court date.
- Appeal: You have 10 days to appeal a judgment. You may have to pay a bond to the court to appeal.

STEP FIVE: Writ of Eviction

- Once judgment is granted, the landlord still needs to file for a writ of eviction. They have 6 months from the judgment date to do so.
- Motion to Quash: If your lease renewed after the date of the judgment, but before the date that the writ was issued, you can file a “motion to quash” the writ, which (if the judge agrees) can prevent an eviction.
- Extended Right of Redemption: you can pay all amounts owed (rent, late fees, court costs, sheriff’s fee, attorney’s fees) as of 48 hours before the Sheriff’s scheduled eviction date. You can pay into court.

STEP SIX: Eviction

- The Sheriff cannot evict you until the appeal period is over (10 days).
- Notice will be given at least 72 hours before the sheriff can evict you.
- Eviction can only be scheduled after the writ of eviction is issued.

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