

Renters' Rights in Virginia

Virginia law protects renters (*tenants*) when they move in, and before they can be evicted. That's because the Virginia Residential Landlord Tenant Act (VRLTA) protects renters in:

- Rental units, and
- Hotels, motels, and boarding houses rented for more than 90 days or with a written lease lasting more than 90 days.

Exception: The VRLTA may not cover every rental. Even if the VRLTA does not cover you, other state laws may cover your situation. A lawyer can give you advice about your particular situation.

Look at Your Lease



What is a lease?

A lease is a contract or agreement between you and your landlord. It says what the landlord will do and what you will do.

The law usually says you must do what the lease says. So make sure you understand it, especially:

- Amount of rent each month
- Security deposit amount, if any
- Day rent is due and when it is considered late
- Late fee amount, if any
- Length of the lease (month-to-month, 6 months, 1 year)
- If electricity, gas, water and sewer are included in the rent
- If the landlord provides a refrigerator, stove, air conditioner, or other appliances
- How to get repairs
- How much notice you must give if you want to move out
- Other rules or costs

Can I make changes to my lease?

If you *and* the landlord agree to a change, like a repair the landlord agrees to make, add it to the written lease. You should **both** put your initials on the written change.

If your lease is *not* written, still write your agreement on a piece of paper. You should both sign and date the paper. Keep a copy for your records.

If your landlord does not agree to the change, then the lease will not be changed.

Do I need a written lease?

Landlords must offer a written lease. If they do not, a basic lease with these terms will apply:

- 12-month lease with no automatic renewal
- Rent is due on the 1st of each month
- A reasonable late fee may be charged after the 5th of the month
- The security deposit cannot be more than 2 months' rent
- You and the landlord may put your lease in writing, at any time

Can the person I live with just KICK ME OUT?

Maybe. If:

- You do not have a lease, and
- You do not pay rent,

The person letting you live there can kick you out or change the locks at any time. They do not need a reason. (You are a "*tenant at sufferance*.") And they do not have to give you notice or take you to court to evict you.



Victims of domestic violence have special protections, see next page.

Victims of Domestic Violence have Special Protections

There is a special law that applies to you if:

- You have been living with someone who abused you,
- You are not a tenant and are not authorized to live there,
- You get a final Protective Order that orders the abuser to stay away from you, and
- The Order gives you exclusive rights to stay at the rental unit.

If you want to stay in the rental unit:

- Give the landlord a copy of the Protective Order, and
- Apply to the landlord to become a tenant within **10 days** after getting the Order.

What if I do not apply to stay as a tenant?

If you do not give the landlord a copy of your Order and don't apply to be a tenant, you **MUST** move out within **30 days** of getting the Protective Order.

What if I apply to stay as a tenant but the landlord rejects me?

If the landlord does *not* want you as a tenant, they will give you a written notice that says so. Then you have **30 days** after getting that notice to move out.

Security Deposits

Most landlords ask for a security deposit before you move in. The security deposit **CANNOT** be more than 2 months' rent. The landlord keeps the deposit while you live there.

Will I get my deposit back when I move out?

The landlord must return your deposit to you if:

- You do not owe rent or other fees, and
- You leave the rental unit clean and in the same general condition as when you moved in.

If you damage the unit or owe the landlord money, the landlord can take money from the security deposit when you move out to cover those costs.

Does the landlord have a deadline to return my deposit?

Yes. The landlord **MUST** return your security deposit or send you an itemized list of damages or costs taken out of the deposit within **45 days** after you move out.

Before you move in

Before you move into an apartment you should...

- Check the rooms, appliances and plumbing,
- Make a list of any problems with the apartment or house. Give a copy to your landlord and keep a copy for yourself, and
- Take pictures of the apartment so you can prove the condition when you moved in. This will keep you from being charged for damages that were already there.



When you move out

When you are ready to move out:

- Make an appointment with the landlord to inspect the apartment together,
- Take pictures of the apartment to show the condition when you leave,
- Move all your property right away so the landlord does not treat it as “abandoned property,”
- Return the keys,
- Leave a forwarding address for your security deposit, and
- Do not assume the landlord will use your security deposit to pay your last month's rent (unless you have made an agreement). If your rent is not paid on time, your landlord can sue you.

Utilities

If I rent an apartment, can I put the water and sewer in my name?

Yes, but the utility company may ask for:

- A letter from your landlord that says the city can put the service in your name, and
- A security deposit equal to 3-5 months of water and sewer charges.

Exception: If you receive government aid to pay your rent, the utility company cannot charge a large security deposit. They will ask you for proof of your need-based aid.

When you move out, the utility company can keep all or part of your security deposit if you still owe money for your utility bills.

Paying Rent

Do I get a receipt when I pay rent?

If you ask for it, the law says your landlord **MUST** give you a written receipt when you pay your rent by cash or money order.



Whenever you pay with cash or money order, **always** ask for a receipt.

Can I get a list of all payments I made to the landlord?

Yes. You can get an “accounting” of all the landlord’s charges and all your payments. But you must ask the landlord for this in writing. The landlord **MUST** give you a written accounting within **10 business days**.

The accounting must show all of the landlord’s charges and all of your payments for the last 12 months.

Repairs and Maintenance

Landlords’ Responsibilities

In Virginia, most *landlords* must:

- Follow building and housing codes about health and safety,
- Make all repairs to keep the rental unit in good condition and livable,
- Keep the common areas clean and safe,
- Keep all electrical, plumbing, sanitary, heating, ventilating, air conditioning, and other facilities and appliances safe and in good working order,
- Install and maintain a carbon monoxide alarm within 90 days if you ask (you may have to pay a reasonable installation fee),
- Provide water, hot water, air conditioning (if any), and heat during the cold season, unless you control these or the utility company provides them to you on a separate meter,

- Prevent moisture accumulation and mold growth,
- Get rid of any mold right away if it appears,
- Prevent or remove rodents, and
- Provide and keep up trash containers (for multi-family units).

Renters’ Responsibilities

As a *tenant* in Virginia, you must:

- Keep your unit and plumbing as clean and safe as possible,
- Watch out for moisture accumulation and mold, and tell the landlord right away if it happens,
- Use utilities and appliances reasonably,
- Get rid of trash,
- Not destroy or damage the property or let your guests or household members do so,
- Not disturb your neighbors or let your guests or household members do so,
- Follow the lease and your landlord’s rules, and
- Do your best to keep insects and pests away, and tell the landlord right away if this happens.

If something needs to be fixed, what should I do?

If it is something that the landlord is responsible for, *write a letter* to the landlord right away. Describe the problems and give the landlord a reasonable time to fix each one (usually 30 days). Be sure to send the letter by certified mail, return receipt requested. Keep the receipt and a copy of the letter for yourself.

What if I need an emergency repair?

If it is an emergency, like you have no water or heat, your landlord should fix it right away (in a few hours or a day or two).

Can someone else inspect my unit and write to the landlord?

Yes. You can call your local housing inspector, and ask for a home inspection. The inspector will send a notice to the landlord with a list of repairs and a deadline to fix them. You will also get a copy of the inspector's report.



If your unit is in very bad shape and needs a lot of repairs, the building inspector could condemn it. If that happens you may have as little as **24 hours** to leave.

What if the landlord does not fix things in a reasonable time?

You can take your landlord to court. This is called a "rent escrow case." You should ask a lawyer for help.

To start a rent escrow case:

- Pay your full rent to the court within 5 days of when the rent is due,
- Fill out a *Tenant's Assertion and Complaint* form for the General District Court in the city or county where you live,
- List the bad conditions on the form,
- On the form, ask the judge to order the landlord to:
 - o Make the repairs before the court gives your rent to the landlord,
 - o Make repairs and return at least part of the rent to you for putting up with the bad conditions, OR
 - o End your lease so you can move without paying more rent.
- Attach a copy of the inspector's report or your repair request letter to your landlord.

File and serve the papers listed above at the General District Court. The Clerk will charge you a \$30 fee. If you can't afford the fee, ask about a fee waiver.



What happens after I file the papers at court?

The court schedules a date and time for a hearing. The court also gives the landlord a notice of the date and time for the hearing.

If you had a building inspector or other witness, ask the clerk to send them a subpoena to appear. Each subpoena costs \$12, unless you ask a judge to waive the fees.

To get ready for your hearing, you should bring:

- a list of the problems,
- your lease (if written),
- a copy of your letter about repairs and the certified mail return receipt,
- the inspector's report (if there is one),
- any pictures or videos, and
- your rent receipts.



At the court hearing

You show your evidence first. The landlord or judge may ask you questions. Ask your witnesses to testify after you.

Then the landlord shows evidence and any witnesses he/she may have. You can ask them questions about what they said, but it is best not to argue with them.

The judge will hear both sides and decide who wins.

Do I *have* to go to the court hearing?

Yes. If you do not go to the hearing, the court will dismiss your case. If you go to court and your landlord does not, the court will probably make a decision in your favor.

Important! **Always** pay your rent while waiting for repairs. If you do not pay your rent on time you could be evicted. You must follow the steps above to get the repairs done.

How to End Your Lease

You and your landlord must follow certain legal steps to end your lease.

Important! Read your lease. Your lease may say how to end it. And if you do not give correct **written** notice when you move out, you may be responsible for paying rent, even if you don't live there anymore. Your lease may also say that you cannot end it all until the lease term expires.

If you pay rent *weekly*, you probably have to give written notice **7 days** before the next rent is due. If you have a *month-to-month* lease, you probably have to give written notice **30 days** before the next rent is due.

If you have a *1-year* lease, you probably have to give written notice **30 or 60 days** before the lease ends. Some year leases turn into month-to-month leases when the year is up. Others renew automatically for another year. Read your lease carefully!

Can I get out of my lease if I am a victim of abuse?

Yes. If you are a victim of family abuse, sexual abuse or other criminal sexual assault, the law allows you to end your lease early – no matter what your lease says.

To end your lease, you **MUST** have:

- A valid permanent protective order that lasts up to 2 years, *or*
- A court order that convicts the abuser of abuse or criminal sexual assault.

Give your landlord at least **30 days'** written notice. Include a copy of your protective order or conviction order. You can use a conviction order to end your current lease and one lease after that.

What if I move out or am evicted before the lease ends?

You must pay rent until the lease ends or the landlord rents the unit to someone else.

Example: If your lease ends on September 30, and you are evicted or leave without the landlord's permission on May 31, you still owe rent for June, July, August, and September.

Exception: If your landlord finds a new renter on June 1, you can stop paying rent. The landlord cannot collect double rent for the same property.

What if the landlord sells the property?

It depends on what your lease says. If your lease does not say what happens if the property is sold, you usually have all the same rights you had with the previous landlord, and under the law.

Important! Follow these steps:

- Keep paying your rent on time to the new owner. If you stop paying rent, the landlord can give you a 5-day Pay or Quit Notice.
- If you are not sure who is the actual landlord, send a certified letter to the original landlord to ask. (Keep a copy for your records.) Or ask the local circuit court if the deed lists the new owner's name.
- Always ask for a receipt for your rent payment, no matter who you pay.



What if the property where I rent may get foreclosed?

Even if you and the other tenants pay your rent on time, your landlord may be behind on payments for the property. The law says landlords must give tenants written notice within **5 business days** if *any* of these things happen:

- The mortgage is in default,
- The landlord receives a notice of acceleration of the mortgage (that means the lender demands the balance of the mortgage now), or
- The property is going to be sold because of foreclosure.

If the landlord does not give you notice, you may end your lease by giving the landlord 5 days' written notice.

Breaking a Lease

If you do not follow the rules of your lease, your landlord must send you a notice saying you have “breached” (broken) the lease. If you can correct the problem, the notice must give you 21 days to do so, or the lease will end 30 days after the date of the notice (it’s called a 21/30 day notice).



If you fix the problem, but it happens again, your landlord does not have to give you another 21 days to correct it. The landlord can just give you a 30-day notice.

If it’s a problem that you *cannot* or do not want to correct, like refusing to get rid of an unauthorized pet, the landlord can give you a notice that says your lease will end in 30 days.

If you commit a crime or do something on purpose that threatens health or safety, your landlord can end the lease immediately.

Note: If the landlord does not follow the rules of your lease, you may give the same notices.

What can happen if I don’t pay my rent?

The landlord can give you a written “pay or quit” notice to:

- Pay rent within 14 days, or
- Move out,
- Or if your landlord owns more than 4 units, an offer for a payment plan without late fees included.

If you pay the rent within 14 days or enter in a payment plan, you can stay.

Eviction



If you have a new or renewed written lease on or after July 1, 2020, in order to file an eviction action, all landlords must have provided a Statement of Tenant Rights and Responsibilities and both parties must sign it. It must also contain the statewide legal aid number and website.

If you stay in the unit after the landlord has given you notice to leave, the landlord can file an Unlawful Detainer (eviction) case in court. The landlord can ask the court for permission to take back your rental unit and for any money you owe.

The sheriff will serve (give) you a copy of the court papers.

Read the court papers carefully. They explain:

- Why the landlord wants to evict you,
- The amount of money the landlord is asking for, and
- The date, time, and place of your court hearing.

If the only reason the landlord is evicting you is *non-payment of rent*, you may **stop** the eviction if you pay the landlord all of the following:

- Rent and late fees,
- Court costs, and
- Attorney fees.

But you **MUST** pay before the court decides your case.

Important! If a rent payment is due *after* you get a notice but *before* the hearing, pay it. If possible, pay what you owe before the next month starts. Always get a receipt and take it to court. That way you can make sure the court will give you credit for the rent paid and dismiss the case.

What happens at a court hearing?

A judge will call your name and ask if you agree with or deny what the landlord said in the Unlawful Detainer.

If you agree with the landlord, the court will make a judgment for:

- possession of the property, and
- money the landlord wants for rent, damages, costs or fees.

The judge **MUST** give you 10 days to move before the sheriff comes to evict you.

What if I want to postpone the hearing?

If your case is scheduled to another day, the landlord can request you pay the court the rent owed until the trial. If this happens, the court usually gives you **7 days** to pay the money. If you don't pay, the landlord can ask for a judgment without a trial.

Will I get a chance to speak to in court?

Yes. All parties and witnesses **MUST** promise to tell the truth. The landlord goes first. Then you can ask the landlord or witnesses questions. You and your witnesses go next. Then the landlord can ask you and them questions.



At the end, you and the landlord make a short closing argument with the reasons the judge should agree with you. After hearing from both sides, the judge will decide if you can stay in the rental or not.

What if I disagree with the court's decision at the hearing?

There are 2 ways you may be able to ask the court to reconsider your case:

- An appeal, or
- A new trial.

Appeal

You can ask for an appeal if you think the court made the wrong decision about your case. But appeals are difficult. You must pay an appeal bond

and court costs. The bond is usually the amount of the judgment against you. You must also pay ongoing rent as it becomes due. If you do not pay these amounts, the court will not hear your appeal.

Deadline: You have **10 days** to file your appeal after the court's judgment was entered.

New Trial

In some cases, you may be able to ask for a new hearing. For example, you can do this if you were not served correctly or you have new evidence that was not available at the first hearing. The court will decide if you qualify for a new trial. To ask for a new trial, you must file a *Motion for New Trial*.

Deadline: You have **30 days** after the judgment to file the Motion.

How do I know when the eviction will take place?

You cannot be evicted before the end of the 10-day appeal period. The Sheriff must personally serve a Writ of Possession to your home at least 72 hours before the date and time listed for the eviction.

What happens on the eviction date?

Usually the Sheriff comes and lets you take a few personal belongings and then makes you leave. Then the Sheriff or landlord will change the locks.

You will have 24 hours to contact the landlord to go back to your unit and get the rest of your belongings. If you do not remove your belongings within 24 hours, the landlord may legally throw them away.

Can I make payments to the landlord after the judgment to stop the eviction?

Yes. If 48 hours before the scheduled eviction, you pay all amounts owed (rent, late fees, damages or other charges, court costs, attorney fees) including a new month's rent if it has come due. You can pay the landlord or the Court.

Can I try to make an agreement with the landlord outside of court?

Yes. You may be able to work things out with the landlord before or even after a judgment. But you should still go to all your court dates so you know what happens. And you should get any agreement in writing and signed by you and your landlord.

Warning! If you make an agreement with the landlord, but do not follow it, a landlord with a judgment can evict you without going back to court.



Can a landlord lock me out or shut off my utilities?

Landlords may **not** lock tenants out of their unit or shut off their utilities without getting a court order of eviction *first*. Even if your landlord (or lease) says they can do this, it is against the law.

If your landlord locks you out or shuts off your heat, water, gas or electricity, call local law enforcement for help. They may tell the landlord that this is illegal.

Seek legal assistance immediately. You may be able to sue your landlord:

- to move back into your rental unit,
- to end your lease early without paying more rent, and/or
- for statutory damages that amount to \$5,000 or 4 months' rent, whichever is higher, actual damages (such as the cost of temporary housing) and attorney's fees.

Free Legal Information



Online: www.vlas.org

Phone: 866-LegalAid (534-5243)