



VPLC  
**Housing**  
ADVOCACY

# KNOW YOUR RIGHTS: HOUSING 2025

CHRISTIE MARRA, VIRGINIA POVERTY LAW CENTER

919 E Main St. Suite 610, Richmond, VA 23219 | T: 804-782-9430 | F: 804-649-0974

# Through Advocacy, Education, Litigation

*The Virginia Poverty Law Center (VPLC)  
breaks down systemic barriers keeping low-  
income Virginians in the cycle of poverty*

# WHAT WE WILL COVER TODAY:



OVERVIEW OF  
EVICTION PROCESS



EVICTION  
PROTECTIONS



MAINTENANCE AND  
REPAIRS



# Overview of the Eviction Process

# REMEMBER THESE THREE THINGS

UNDER VIRGINIA LAW, THESE ARE ALWAYS TRUE



Your landlord cannot cut off your utilities, lock you out, or take other actions to deny you free use and enjoyment of your home.



You do not have to move out just because your landlord tells you to leave or files an eviction case against you.



Your landlord must wait until he wins in court and the sheriff has a writ of eviction against you before removing you from the property.



# The Eviction Process in Virginia

---

- 1 Notice of Default or Termination
- 2 Summons for Unlawful Detainer
- 3 Court Date
- 4 Judgment for Possession
- 5 Appeal Period
- 6 Writ of Eviction
- 7 Eviction Notice
- 8 Extended Redemption
- 9 Eviction by Sheriff

1 Notice of Default or Termination

2 Summons for Unlawful Detainer

3 Court Date

4 Judgment for Possession

5 Appeal Period

6 Writ of Eviction

7 Eviction Notice

8 Extended Redemption

9 Eviction by Sheriff

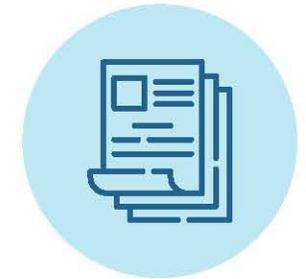
Eviction Legal Helpline  
1-833-NoEvict

Find Your Local Legal Aid Office  
1-866-LEGL-AID

For More Information Visit  
[www.vplc.org](http://www.vplc.org)



# 1 Notice of Default or Termination



Before filing in court, the landlord (“LL”) must give you a written notice of lease violation. The notice must state the reason for the violation and give you an opportunity to fix the problem.

- For non-payment, this is called a “pay or quit” notice.
  - The landlord only has to give the tenant **5 days** to pay or leave.
  - Until further notice, landlords receiving federal housing subsidies must give a **30-day** notice.
- For other lease violations, LL must give a “21/30” notice. If you do not fix the lease violation within 21 days to receiving the notice, LL can file in court 30 days after sending the notice.
- Notice period is shorter if tenant poses threat to health and safety.

## Virginia Poverty Law Center: The Eviction Process in Virginia

- 1 Notice of Default or Termination
- 2 Summons for Unlawful Detainer**
- 3 Court Date
- 4 Judgment for Possession
- 5 Appeal Period
- 6 Writ of Eviction
- 7 Eviction Notice
- 8 Extended Redemption
- 9 Eviction by Sheriff

**Eviction Legal Helpline**  
1-833-NoEvict

**Find Your Local Legal Aid Office**  
1-866-LEGL-AID

**For More Information Visit**  
[www.vplc.org](http://www.vplc.org)



# 2 Summons for Unlawful Detainer



If you do not fix the lease violation, such as by paying what you owe, the landlord can file an eviction case, called an “unlawful detainer”.

After filing in General District Court, the landlord serves you with a “Summons for Unlawful Detainer.” The summons gives the date, time, and location for the return date.

## Virginia Poverty Law Center: The Eviction Process in Virginia

- 1 Notice of Default or Termination
- 2 Summons for Unlawful Detainer
- 3 Court Date**
- 4 Judgment for Possession
- 5 Appeal Period
- 6 Writ of Eviction
- 7 Eviction Notice
- 8 Extended Redemption
- 9 Eviction by Sheriff

**Eviction Legal Helpline**  
1-833-NoEvict

**Find Your Local Legal Aid Office**  
1-866-LEGL-AID

**For More Information Visit**  
[www.vplc.org](http://www.vplc.org)



# 3 Court Date



If you want to dispute their case, you must show up to court at the return date!

If the case is complicated or the you ask for “pleadings”, the court will schedule the case for a bench trial. There are no jury trials in General District Court.

Tenants with limited English proficiency can and should ask for a court appointed interpreter.

## Virginia Poverty Law Center: The Eviction Process in Virginia

- 1 Notice of Default or Termination
- 2 Summons for Unlawful Detainer
- 3 Court Date
- 4 Judgment for Possession**
- 5 Appeal Period
- 6 Writ of Eviction
- 7 Eviction Notice
- 8 Extended Redemption
- 9 Eviction by Sheriff

**Eviction Legal Helpline**  
1-833-NoEvict

**Find Your Local Legal Aid Office**  
1-866-LEGL-AID

**For More Information Visit**  
[www.vplc.org](http://www.vplc.org)



# 4 Judgment for Possession



A “judgement for possession” is an order from the court stating that the LL has a right to possession of the property and can take the next steps to evict you.

If you do not show up, the court will enter a “default judgment” and the landlord automatically wins possession.

If the case is for unpaid rent, you have a “right of redemption”. That is where the you can pay everything you owe, including court costs and feeds, to avoid a judgment.

## Virginia Poverty Law Center: The Eviction Process in Virginia

- 1 Notice of Default or Termination
- 2 Summons for Unlawful Detainer
- 3 Court Date
- 4 Judgment for Possession
- 5 Appeal Period**
- 6 Writ of Eviction
- 7 Eviction Notice
- 8 Extended Redemption
- 9 Eviction by Sheriff

**Eviction Legal Helpline**  
1-833-NoEvict

**Find Your Local Legal Aid Office**  
1-866-LEGL-AID

**For More Information Visit**  
[www.vplc.org](http://www.vplc.org)



# 5 Appeal Period



After the court enters a judgment, the losing party has 10 days to appeal the case to Circuit Court.

During that time, the appealing party must

1. file a notice of appeal,
2. pay court costs, and
3. post an appeal bond. If it is the tenant appealing an eviction case based on non-payment, the tenant must post an appeal bond in the amount of the judgment. However, beginning July 1, 2025, if the landlord is a public housing authority, and the tenant is found to be indigent (household income is no more than 125% of the federal poverty level), the appeal bond must be waived.

## Virginia Poverty Law Center: The Eviction Process in Virginia

- 1 Notice of Default or Termination
- 2 Summons for Unlawful Detainer
- 3 Court Date
- 4 Judgment for Possession
- 5 Appeal Period
- 6 Writ of Eviction**
- 7 Eviction Notice
- 8 Extended Redemption
- 9 Eviction by Sheriff

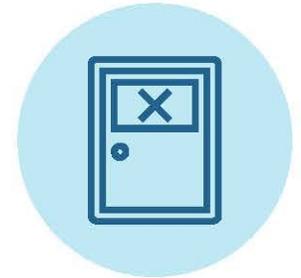
**Eviction Legal Helpline**  
1-833-NoEvict

**Find Your Local Legal Aid Office**  
1-866-LEGL-AID

**For More Information Visit**  
[www.vplc.org](http://www.vplc.org)



# 6 Writ of Eviction



If you do not appeal, or you lose in Circuit Court, the landlord can get a “writ of eviction” from the court clerk.

The clerk then sends the writ to the sheriff’s office. It instructs the sheriff to schedule the eviction.

## Virginia Poverty Law Center: The Eviction Process in Virginia

- 1 Notice of Default or Termination
- 2 Summons for Unlawful Detainer
- 3 Court Date
- 4 Judgment for Possession
- 5 Appeal Period
- 6 Writ of Eviction
- 7 Eviction Notice**
- 8 Extended Redemption
- 9 Eviction by Sheriff

**Eviction Legal Helpline**  
1-833-NoEvict

**Find Your Local Legal Aid Office**  
1-866-LEGL-AID

**For More Information Visit**  
[www.vplc.org](http://www.vplc.org)



# 7 Eviction Notice



Once the sheriff receives the writ, the sheriff must give you a written notice stating the date and time the sheriff will return to evict the tenant. Often, the sheriff posts the notice on the front door.

The sheriff must provide the notice at least 72 hours before the eviction.

## Virginia Poverty Law Center: The Eviction Process in Virginia

- 1 Notice of Default or Termination
- 2 Summons for Unlawful Detainer
- 3 Court Date
- 4 Judgment for Possession
- 5 Appeal Period
- 6 Writ of Eviction
- 7 Eviction Notice
- 8 Extended Redemption**
- 9 Eviction by Sheriff

**Eviction Legal Helpline**  
1-833-NoEvict

**Find Your Local Legal Aid Office**  
1-866-LEGL-AID

**For More Information Visit**  
[www.vplc.org](http://www.vplc.org)



# 8 Extended Redemption



---

Up until 48 hours before the scheduled eviction, tenant has right to pay everything they owe, including court costs, attorney's fees, and sheriff's fees, and cancel the eviction.

LL will then be required to cancel the eviction and mark the judgment as satisfied.

## Virginia Poverty Law Center: The Eviction Process in Virginia

- 1 Notice of Default or Termination
- 2 Summons for Unlawful Detainer
- 3 Court Date
- 4 Judgment for Possession
- 5 Appeal Period
- 6 Writ of Eviction
- 7 Eviction Notice
- 8 Extended Redemption
- 9 Eviction by Sheriff**

**Eviction Legal Helpline**  
1-833-NoEvict

**Find Your Local Legal Aid Office**  
1-866-LEGL-AID

**For More Information Visit**  
[www.vplc.org](http://www.vplc.org)



# 9 Eviction by Sheriff



Unless the court or landlord cancels the eviction, the sheriff returns on the date and time stated on the notice to physically remove you from the property.

The sheriff can only return on the date and time stated on the notice. If the sheriff does not show up that day, the sheriff provide a new notice with a different date and time, again providing at least 72 hours notice.

## Virginia Poverty Law Center: The Eviction Process in Virginia

- 1 Notice of Default or Termination
- 2 Summons for Unlawful Detainer
- 3 Court Date
- 4 Judgment for Possession
- 5 Appeal Period
- 6 Writ of Eviction
- 7 Eviction Notice
- 8 Extended Redemption
- 9 Eviction by Sheriff

**Eviction Legal Helpline**  
1-833-NoEvict

**Find Your Local Legal Aid Office**  
1-866-LEGL-AID

**For More Information Visit**  
[www.vplc.org](http://www.vplc.org)



# Get Legal Advice as Soon as Possible

You might be able to fight your eviction. It depends on the facts of your case. Only an attorney can tell you for sure. The earlier in the process you learn your rights and options, the better chance you have to avoid eviction.

Call for free legal information and advice:

**Eviction Legal Helpline**  
1-833-NoEvict

**Find Your Local Legal Aid Office**  
1-866-LEGL-AID

*This is general legal information, not legal advice from an attorney. It is provided by the Virginia Poverty Law Center together with the Campaign to Reduce Evictions (CARE).*



# Eviction Protections

# PROTECTIONS FOR SUBSIDIZED TENANTS

## **You may have the right to a 30-day nonpayment notice:**

You have the right to a CARES Act 30-day notice before your landlord can ask you to leave or file an eviction. This can mean more time for you to find rental assistance or legal advice before your landlord starts an eviction.

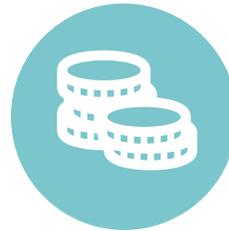
This applies if:

1. You or your landlord receive a federal subsidy or;
2. You live in a building with 5 or more units and your building has a federally insured mortgage.

To see if you live in a property where the 30-day notice applies explore the database at: <https://nlihc.org/cares-act>

Late fees are limited to 10% of the monthly rent amount OR the amount of past due rent you owe, whichever is less.

## CAP ON LATE FEES



Your landlord cannot charge you more than the permissible amount, even if the lease says he can.



The landlord can only collect late fees if your lease agreement says that you must pay a late fee when your rent is late.

Pay everything you owe, including rent, late fees, and court costs, attorney's fees and sheriff's fees, at least 48 hours before the scheduled eviction to cancel the eviction and stay in your home.

## THE RIGHT OF REDEMPTION

- Tenants can use the “right of redemption” any number of times.
  - **Exception** = Landlords with four or fewer units can limit redemption to once per lease term with written notice to tenant.
- Your landlord must include clear language explaining the right of redemption in the pay or quit notice.
- Your landlord must give you the exact amount you need to pay in order to cancel the eviction when you ask for it.
- If you “redeem” the landlord **MUST** cancel the eviction and have the judgment marked satisfied.
- If the landlord does not cancel the eviction and the sheriff kicks you out, that is an “unlawful exclusion”.

# UNLAWFUL EXCLUSION

WHAT TO DO IF YOUR LANDLORD TRIES TO USE SELF-HELP TO EVICT YOU



No “self-help” evictions! Your landlord cannot:

- Change the locks;
- Make the home unsafe; or
- Cut off essential services like water and electricity.



If your landlord self-help evicts you, you can sue your landlord.

- You can file a “Tenant’s Petition for Relief from Unlawful Exclusion” in General District Court.
- The courts must schedule the first hearing within five days.
- For more information on how to file, see VPLC’s Illegal Eviction Toolkit.



You can recover \$5,000.

- If the judge finds that the landlord illegally evicted you, you can recover \$5,000 or 4 months rent, whichever is more.
- You can also recover damages for expenses caused by the illegal eviction.

# No denying tenant application due to COVID debt:

Landlords cannot take “adverse action” against tenant applicants solely on nonpayment of rent (and eviction for nonpayment) between March 12, 2020 and July 1, 2021.

- Applies only to landlords with more than four rental units.
- Landlord must provide written notice of denial and notice of applicant’s right to challenge it if debt falls within that period.
  1. Notice must include:
    - a) statewide legal aid phone number and website and
    - b) state that the applicant has seven days from the postmark to challenge denial.
  2. If landlord notifies the applicant of the denial by telephone or email, applicant must communicate challenge to landlord by the next business day.



**Protections last until  
June 30, 2028**

# STAYING AFTER YOUR LEASE ENDS

WHAT TO DO IF YOU CANNOT FIND HOUSING AT THE END OF YOUR LEASE TERM



You and your landlord can agree to extend your lease until after a date it is scheduled to end. Make sure to get any agreement to extend your lease in writing!



If your landlord agrees to let you stay but does not give you a new written lease, the terms of the expired lease apply. Your landlord can charge you a different amount if he gives you 30 days notice.



If you remain in your rental home after your lease expired without the agreement of your landlord, the landlord must go through the court process to evict you.



If your landlord does not say anything about letting you stay but continues to accept rent “without reservation”, you may have the right to remain.



# Repairs & Maintenance

# REPAIRS AND MAINTENANCE



**Your landlord has an ongoing duty to provide you with a safe and healthy place to live.**

- Your landlord has the right to enter your home to make emergency repairs, even without your consent. An emergency is anything that can cause you immediate harm if not fixed, such as a gas leak.
- You have the right to refuse entry to your landlord for non-emergency maintenance IF your refusal is reasonable.
- Your landlord must give you 72 hours notice before entering the home to conduct routine (i.e. non-emergency) maintenance.

# TWO REMEDIES FOR GETTING REPAIRS

IF YOUR LANDLORD IS REFUSING TO FIX A HEALTH AND SAFETY ISSUE

## Repair & Deduct



If your landlord has not started repairs within 14 days of you giving notice, you can hire a certified contractor to do the repairs and deduct the cost from rent.

## Tenant's Assertion



If your landlord refuses to do repairs within a reasonable period of time, you can pay rent into escrow with the court and ask a judge to mandate the repairs.

# REPAIR & DEDUCT

A TENANT'S RIGHT TO USE A CONTRACTOR WHEN THE LANDLORD FAILS TO CONDUCT REPAIRS

## To deduct cost of repairs from rent, tenant must:

1. Give the landlord written notice of the condition that is a fire hazard or serious threat to life, health, or safety of the residents;
2. Wait 14 days for landlord to complete or take major steps toward making the repair (shorter if harm is immediate);
3. If landlord has not completed or started repairs within 14 days, tenant can go to a third-party licensed contractor to complete the repairs;
4. Tenant must give the landlord an itemized statement of charges and receipts for the repair;
5. And then tenant can deduct the cost of the repair from the next month's rent. Deductions cannot exceed one month's rent or \$1,500, whichever is less. **The tenant can deduct the value of the repair even if the repair was donated or paid for by a third party on behalf of the tenant.**



## Examples of “Health and safety” Defects

- Exposed electrical wires
- Broken stairs
- No hot or cold running water
- Rodents & pests
- Backed up sewage
- Smell of gas
- Lack of heat

# TENANT'S ASSERTION

A TENANT'S REMEDY THROUGH THE COURT TO REQUIRE THE LANDLORD TO MAKE REPAIRS



## To get court ordered repairs, tenant must:

1. Be current in rent and stay current;
2. Give written notice to the landlord of the need for repairs;
3. Wait a reasonable period of time for landlord to complete repairs;
4. If repairs are not made after a reasonable period of time, take the written notice and next months rent to General District Court and file a 'Tenant's Assertion (or rent escrow case). Tenant can ask the court to:
  - End the lease agreement
  - Order the landlord to make the repairs
  - Distribute escrowed money back to tenant or deduct money from rent amount due

**“Reasonable” period of time depends on the issue.**

For example, raw sewage, like an overflowing toilet, should be fixed immediately. Broken stairs should be fixed within a couple of weeks.

# Questions?

Christie Marra

1-804-615-8150  
christie@vplc.org

Virginia Poverty  
Law Center

<http://housing.vplc.org>  
housing@vplc.org