

TIPS FOR TENANTS

AN OVERVIEW OF YOUR RIGHTS & RESPONSIBILITIES

For more information on the topics below, see the pages to follow in this document.

As a tenant, you have certain rights and obligations under the Virginia Residential Landlord and Tenant Act. All apartment leases fall under this act. Duplexes or houses may or may not be covered, depending on the lease and the number of properties owned by the landlord. You may be able to get a copy of the Act from a local state housing office, or from the Virginia Department of Housing and Community Development at 804.371.7100. HOME cannot provide legal advice or represent you in court, but may be able to help you resolve problems by providing information about your rights as a tenant. For legal assistance, contact a lawyer or your local Legal Aid office.

LEASING AN APARTMENT

- Leases are usually impossible to break without court action.
- Get all agreements in writing.
- Inspect the apartment before moving in and document all problems in writing.
- Read and understand your lease before signing and keep a copy for yourself.

You can find a link to the Virginia Residential Landlord and Tenant Act on our website at www.HOMEofVA.org. For a current copy of the Landlord/Tenant Handbook, call DHCD annually at **804.371.7000**, or visit their web site at www.dhcd.virginia.gov to download a copy. For more landlord/tenant information, visit www.valegalaid.org and click on housing.



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626 East Broad Street, Suite 400

Richmond, Virginia 23219

804.354.0641 Fax: 804.354.0690

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www.HOMEofVA.org

WHAT IF LANDLORD WON'T MAKE REPAIRS?

- At the first sign of trouble, put your complaint in writing to the landlord and keep a copy.
- Never refuse to pay your rent because repairs are needed; instead, you need to follow a legal process to set up an escrow account with the court (described in following pages).
- Report serious violations to your city/county building inspector's office.

WHAT IF I CAN'T PAY MY RENT?

- If a landlord wants to evict you, he must first take you to court.
- Always go to court when summoned; this will help delay the eviction.
- If you are evicted, you may still owe the rent for the rest of the lease period.
- If your possessions are actually being removed from your property by the landlord and he/she has not filed the eviction with the sheriff, you may be able to get help from the police.
- Until your court-ordered eviction day, the landlord has no additional rights to your property. This means he/she cannot turn off utilities, change locks, or enter.

WHAT IF MY LANDLORD WANTS TO EVICT ME FOR PROBLEMS?

- The landlord must prove in court that you violated the lease.
- The landlord must give you a chance to fix most problems before taking you to court.
- Until your court-ordered eviction day, the landlord has no additional rights to your property. This means he/she cannot turn off utilities, change locks, or

GIVING NOTICE/TERMINATING A LEASE

- If you plan to move, know how much notice your lease requires before it ends.
- A landlord can't ask you to move during your lease period unless he/she can prove in court that you have violated the lease agreement.
- A landlord can't change the terms of the lease during the middle of the lease term without your permission.
- Once the lease term is up, you or the landlord can terminate the lease without having to give a reason.

SECURITY DEPOSITS

- After you have moved out, the landlord has 45 days to refund your deposit.
- If your landlord has held your security deposit for 13 months or more, you may be owed interest on your deposit.
- You have the right to be present at the walk-through inspection after you move out, and the landlord must notify you of this right.
- Make sure you are not being charged for problems that were there before you moved in. Do this by making sure you do a walk through when you move in, documenting any problems, giving the list to the landlord, and saving a copy.