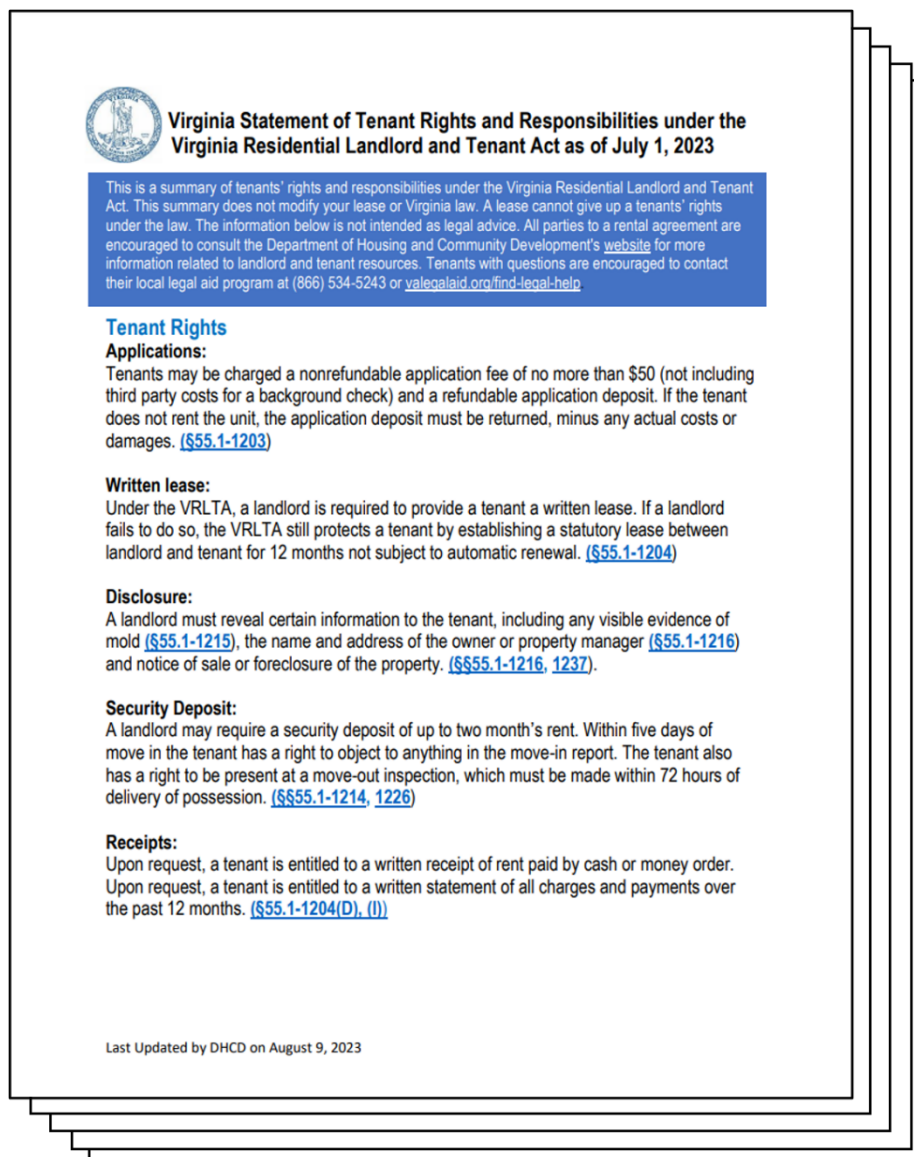



EVICITION DEFENSE CENTER

Statement of Tenant Rights and Responsibilities

When you signed or renewed your lease, your landlord was supposed to give you the Virginia Statement of Tenant Rights and Responsibilities. Unless they have given you that, it is illegal for them to file an eviction case against you in court.

If your landlord filed an eviction case against you but they never gave you the Statement, you can ask the judge to throw out the case at the first court date. You can use the attached script and form.



 **Virginia Statement of Tenant Rights and Responsibilities under the Virginia Residential Landlord and Tenant Act as of July 1, 2023**

This is a summary of tenants' rights and responsibilities under the Virginia Residential Landlord and Tenant Act. This summary does not modify your lease or Virginia law. A lease cannot give up a tenants' rights under the law. The information below is not intended as legal advice. All parties to a rental agreement are encouraged to consult the Department of Housing and Community Development's [website](#) for more information related to landlord and tenant resources. Tenants with questions are encouraged to contact their local legal aid program at (866) 534-5243 or valegalaid.org/find-legal-help.

Tenant Rights

Applications:
Tenants may be charged a nonrefundable application fee of no more than \$50 (not including third party costs for a background check) and a refundable application deposit. If the tenant does not rent the unit, the application deposit must be returned, minus any actual costs or damages. ([§55.1-1203](#))

Written lease:
Under the VRLTA, a landlord is required to provide a tenant a written lease. If a landlord fails to do so, the VRLTA still protects a tenant by establishing a statutory lease between landlord and tenant for 12 months not subject to automatic renewal. ([§55.1-1204](#))

Disclosure:
A landlord must reveal certain information to the tenant, including any visible evidence of mold ([§55.1-1215](#)), the name and address of the owner or property manager ([§55.1-1216](#)) and notice of sale or foreclosure of the property. ([§§55.1-1216, 1237](#)).

Security Deposit:
A landlord may require a security deposit of up to two month's rent. Within five days of move in the tenant has a right to object to anything in the move-in report. The tenant also has a right to be present at a move-out inspection, which must be made within 72 hours of delivery of possession. ([§§55.1-1214, 1226](#))

Receipts:
Upon request, a tenant is entitled to a written receipt of rent paid by cash or money order. Upon request, a tenant is entitled to a written statement of all charges and payments over the past 12 months. ([§55.1-1204\(D\), \(I\)](#))

Last Updated by DHCD on August 9, 2023

This is general legal information, not legal advice.

For individual advice about your case, please contact Legal Aid (866-534-5243).

(4/26/2024)

Script: If You Did Not Get the Statement of Tenant Rights and Responsibilities

Here is what you should say to the judge when they first give you a chance to speak, before you say anything else.

•\n§ 11) Your honor, before I say anything else, I want to bring something up first.

This case should not have been started in the first place.

My landlord didn't give me the Statement of Tenant Rights and Responsibilities before they filed the case in court.

I am not a lawyer, but I have here a written request to dismiss that explains it all.

May I please give this to you rather than reading my request out loud to you here in court?

If the judge will not let you give them the written document, here is a simpler version you can read out loud to the judge.

•\n§ 11) Your honor, the Virginia Residential Landlord and Tenant Act, section 55 point 1 dash 1204 paragraph H (55.1-1204(H)) says that a landlord "shall not file or maintain" an eviction case in court unless they have already given the tenant this Statement of Rights.

My landlord did not give me that Statement before filing this case in court.

Because of that, the law requires that this case be dismissed.

I hereby move that the Court dismiss this case.

Instructions: *If your landlord didn't give you the Statement of Tenant Rights and Responsibilities before they started the court case, sign and give this form to the judge. Do it before you admit you owe rent, so the judge looks at this first. Bring three copies of the form to court.*

**REQUEST TO DISMISS THE CASE FOR LANDLORD'S FAILURE
TO GIVE TENANT THE VIRGINIA STATEMENT OF TENANT
RIGHTS AND RESPONSIBILITIES**

I hereby request the Court dismiss the current unlawful detainer case for the Landlord's failure to provide me with the Virginia Statement of Tenant Rights and Responsibilities ("Statement"). To the best of my knowledge, since entering into or renewing my lease, the Landlord has not provided me with the Statement as required by the Virginia Residential Landlord and Tenant Act (VRLTA).¹

The VRLTA is clear that "the landlord shall not file or maintain an action, including any summons for unlawful detainer, against the tenant in a court of law for any alleged lease violation until he has provided the tenant with the statement of tenant rights and responsibilities."² Thus, unless the Court finds that the Landlord provided me with the Statement before filing this case, the law requires that the case be dismissed.

Signature of Defendant/Tenant: _____

¹ Va. Code § 55.1-1204(H).

² *Id.*