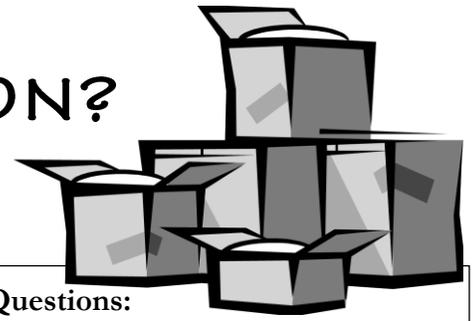


# ARE YOU FACING EVICTION?

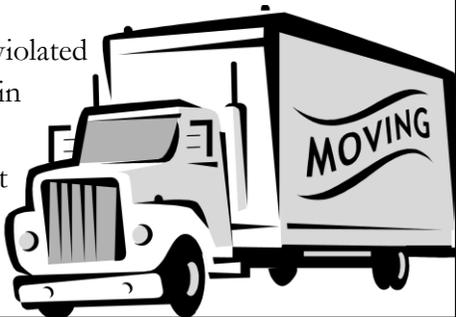


If you have received written notice from your landlord that you are in violation of your lease, your landlord may be starting the eviction process.

You **may only** be evicted from your home **if** the landlord has gone to court and gotten a **Writ of Possession**. Once this happens, your landlord can get a sheriff to enforce the order and evict you with only **72-hours notice**.

There are 4 reasons why you may get evicted:

1. You haven't paid your rent, and it has been 5 days from when you got a 5-day notice.
2. You haven't fixed the problem that your landlord told you about in a 21/30 notice and more than 21 days have passed since you got the notice.
3. Your lease has ended and you did not renew it.
4. You have violated your lease in some way that cannot be fixed.



If you have been served with a **Summons for Unlawful Detainer**, then that means your landlord has gone to court to try to evict you. The summons will have a date for you to **go to court**, if you want to argue why you should not be evicted.

## **IF YOU ARE EVICTED, YOU MAY STILL OWE RENT.**

Please ask for our flyer about what to do if you have received a **Summons for Unlawful Detainer**.

## **Frequently Asked Questions:**

Do I have to **pay rent**?

- **YES!** You must pay your rent even if your landlord is attempting to evict you. If you don't, you may owe late fees and interest in addition to past due rent.

What is a **5-day notice**?

- A notice from your landlord that you have 5-days to pay past due rent, late charges, and other fees. This is not an eviction, but it is very serious and could lead to you being evicted and owing rent through the end of the lease term. You should pay all rent and late fees due before the 5 days are up to avoid being evicted.

What is a **21/30 notice**?

- A notice from your landlord that you have 21 days to fix a violation or your lease will terminate in 30 days. This is not an eviction, but it is very serious and could lead to you being evicted **and** owing rent through the end of the lease term. You should fix the problem indicated by your landlord before the 21 days are up to avoid being evicted. Ask for our 21/30 handout for more info.

Can my landlord **lock me out** or **turn off utilities** (heat, water, gas, or electricity) to force me out?

- **NO.** Such evictions are illegal in Virginia. Your landlord must go to court to get a Writ of Possession.
- If your landlord locks you out illegally, you can sue to get back in and/or for damages due to being locked out. Ask your General District Court Clerk for a "Tenant's Petition for Relief from Wrongful Exclusion" form.

Can my landlord keep things I leave in the home?

- Your landlord may keep or get rid of your stuff **only if** he has regained possession legally and given you at least **24-hours written notice** to get your things.