

**TENANT'S ASSERTION AND COMPLAINT**

Commonwealth of Virginia VA. CODE § 55-248.27

..... General District Court

.....  
STREET ADDRESS OF COURT

I, the undersigned Tenant, this day assert that Plaintiff(s) executed a lease as indicated with Defendant(s) for the rental of the premises indicated.

DATE LEASE EXECUTED	DATE RENTAL PERIOD COMMENCED	DATE RENTAL PERIOD ENDS
AMOUNT OF RENT		PERIOD AND CONDITIONS OF PAYMENT
due each		

The following conditions, for which relief is sought, currently exist in the premises:

.....  
....., and these conditions

- constitute material non-compliance by Defendant(s) - Landlord(s) with the rental agreement as indicated below; [or]
- constitute material non-compliance by Defendant(s) - Landlord(s) with the provisions of law, as indicated below; [or]
- will constitute a fire hazard or serious threat to the life, health, or safety of occupant, if not promptly corrected, as indicated below;

.....  
LIST PERTINENT SECTION OF RENTAL AGREEMENT [OR] SECTION OF THE CODE OF VIRGINIA [OR] TYPE OF HAZARD. EXPLAIN.  
.....  
.....

Plaintiff(s) - Tenant(s) therefore requests that the Court grant the following specific relief:

.....  
....., and any other appropriate relief.

I certify that all prerequisite conditions for relief, as shown on the reverse of this form, have been met.

.....  
DATE

.....  
TENANT

RETURN DATE

CASE NO.

**TENANT'S ASSERTION  
AND COMPLAINT**

.....  
PLAINTIFF(S) - TENANT(S)  
.....  
.....

V.

.....  
DEFENDANT(S) - LANDLORD(S)  
.....  
.....

ADDRESS/LOCATION OF PREMISES SUBJECT TO THIS ACTION  
.....  
.....  
.....

## **PREREQUISITE CONDITIONS FOR RELIEF**

**BEFORE THIS COURT MAY GRANT ANY RELIEF, THE FOLLOWING CONDITIONS MUST BE MET:**

1. This action is subject to the Virginia Landlord and Tenant Act, Chapter 13.2 of Title 55 of the Code of Virginia. None of the exemptions listed in Virginia Code § 55-248.5 are applicable. (See at right.)
2. The premises which are the subject of the complaint must be located within the jurisdiction of this Court, that is, within the city or county indicated in the name of this Court.
3. The conditions existing in the premises for which relief is sought must not have been caused by Plaintiff(s) - Tenant(s), nor by the family, guests or invitees of Plaintiff(s) - Tenant(s).
4. The Plaintiff(s) - Tenant(s) must not have unreasonably refused entry to the Defendant(s) - Landlord(s), or the agents of Defendant(s) - Landlord(s) when entry was sought to make the necessary repairs.
5. Prior to commencement of the action, the landlord was served a written notice by the tenant of conditions described on the front of this form, or was notified of such conditions by a violation or condemnation notice from an appropriate state or municipal agency, and that the landlord has refused, or having a reasonable opportunity to do so, has failed to remedy the same through no fault on the Tenant's part. Such written notice may be served by (a) regular mail (postage prepaid), with the sender retaining proof of mailing (such as a U.S. Postal Service certificate of mailing) or (b) hand delivery by the sheriff or a disinterested third party, 18 years of age or older, when delivery made in accordance with Chapter 8 of Title 8.01 of the Code of Virginia.
6. Any and all rents due under the lease, or as modified by the Court, have been paid into the Court within five days of their due date.
7. This action in this Court is the sole remedy now being sought by the Plaintiff(s) - Tenant(s) for the conditions existing in the premises that are the subject of this complaint.

### **Virginia Code § 55-248.5. Exemptions to Virginia Residential Landlord and Tenant Act; exception to exemption.**

A. Except as specifically made applicable by § 55-248.21:1, the following conditions are not governed by this chapter:

1. Residence at a public or private institution, if incidental to detention or the provision of medical, geriatric, educational, counseling, religious or similar services;
2. Occupancy under a contract of sale of a dwelling unit or the property of which it is a part, if the occupant is the purchaser or a person who succeeds to his interest;
3. Occupancy by a member of a fraternal or social organization in the portion of a structure operated for the benefit of the organization;
4. Occupancy in a hotel, motel, vacation cottage, boardinghouse or similar lodging held out for transients, unless let continuously to one occupant for more than thirty days, including occupancy in a lodging subject to taxation as provided in § 58.1-3819;
5. Occupancy by an employee of a landlord whose right to occupancy is conditioned upon employment in and about the premises or an ex-employee whose occupancy continues less than sixty days;
6. Occupancy by an owner of a condominium unit or a holder of a proprietary lease in a cooperative;
7. Occupancy under a rental agreement covering premises used by the occupant primarily in connection with business, commercial or agricultural purposes;
8. Occupancy in a public housing unit or other housing unit subject to regulation by the Department of Housing and Urban Development where such regulation is inconsistent with this chapter;
9. Occupancy by a tenant who pays no rent; and
10. Occupancy in single-family residences where the owner(s) are natural persons or their estates who own in their own name no more than ten single-family residences subject to a rental agreement; or in the case of condominium units or single-family residences located in any city or in any county having either the urban county executive form or county manager plan of government, no more than four.

B. Notwithstanding the provisions of subsection A, the landlord may specifically provide for the applicability of the provisions of this chapter in the rental agreement.