

TENANT’S ASSERTION AND COMPLAINT

Commonwealth of Virginia VA. CODE §§ 55-225.12; 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 dwelling unit or 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 dwelling unit or 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 properly 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 DWELLING UNIT OR PREMISES SUBJECT TO THIS ACTION

PREREQUISITE CONDITIONS FOR RELIEF

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

1. The dwelling unit or premises which is 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.
2. The conditions existing in the dwelling unit or 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).
3. 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.
4. 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.
5. 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.
6. This action in this Court is the sole remedy now being sought by the Plaintiff(s) – Tenant(s) for the conditions existing in the dwelling unit or premises that are the subject of this complaint.