

## **Eviction Process**

### **Step 1: Eviction Notice**

If the tenant is behind in rent, a five (5) day notice may be given. If the tenant is not behind in rent, a thirty (30) day notice must be given.

### **Step 2: Summons in Unlawful detainer**

After the 5 or 30 day period has expired and the landlord has not received satisfaction (payment of rent or tenant vacating premises), the landlord must return to the Sheriff's Office and obtain a copy of the served eviction notice. This will be taken to the General District Court where a summons in Unlawful Detainer will be obtained.

The Summons in Unlawful Detainer is an action before judgment by the court and the summons directs the tenants to appear in court for a hearing.

### **Step 3: Writ of Possession**

The Writ of Possession is obtained in court when judgment has been awarded in favor of the landlord. The Writ of Possession gives the Sheriff's Office the authority to remove the tenant and standby during the removal of the tenant's belongings from the premises.

The Sheriff will give the tenant written notice at least 72 hours in advance before the set out is to take place.

The Sheriff should coordinate the eviction with the landlord to insure that the landlord will be prepared to remove the tenant's possessions from the premises, if necessary. In the event the landlord does not make such preparation, the set out may be cancelled.

### **NOTES:**

If on the date of the scheduled set out, the officer finds the premises locked, he has the authority to break and enter during daytime hours.

When it is necessary to remove the property of the tenant from the premises, such property must be deposited at the nearest Public Right of Way.

If the landlord chooses to do so, he/she may change the locks on the premises rather than removing the tenant's personal property. If this is the case, it is then the responsibility of the tenant to make arrangements with landlord to retrieve their belongings.

## **Writ of Possession in Unlawful Detainer**

(§ 8.01-470, 472) The Writ of Possession in Unlawful Detainer is a court order authorizing the Sheriff to physically remove a person and his belongings from the premises and to return possession to the landlord. Usually the court will not issue the Writ of Possession until the appeal period has lapsed. The appeal period is ten (10) days except when the landlord has asked for immediate possession at the hearing. The ten (10) day appeal period is waived. (9 8.01 -129) There are certain qualifications which must be met in order to obtain a waiver of the appeal period and it is strongly suggested the tenant consult an attorney. DO NOT CONFUSE the waiver of the appeal to mean waiver of the 72 hour notice which will be covered later.

### **Time Period for Executing Writ:**

This writ gives the Sheriff thirty (30) days in which to execute, however, our office expedites these processes since each day the tenant remains on the property the greater the loss by the landlord. Effective July 1, 2000, this code, §8.01—470, has been modified to read, "The execution of the writ of possession by the sheriff should occur within fifteen (15) calendar days from the date received by the sheriff, or as soon as practicable thereafter but in no event later than thirty (30) days from the date of the writ of possession was issued". While this change speeds up the eviction process, it allows for discretion as well.

It is important to remember the date the Writ was issued should a postponement be requested after scheduling the eviction. This will be discussed in detail later §8.01—470, 471.

At the time the landlord requests issuance of the Writ of Possession, he may also request a Writ of Fieri Facias to cover any damages and costs. We would recommend a levy at the time of eviction only if the tenant were present and the plaintiff plans to do a lock out versus a move out. At that time the deputy would inventory the property and inform the tenant that he must notify the plaintiff and our office of the location of the levied property. Failure to notify our department could result in prosecution under §17.2-101.

### **72 Hour Notice:**

The 72-hour notice is not to be confused with the 10-day appeal period. Many landlords confuse the waiver of the 10-day appeal period to mean the 72 Hour Notice has also been waived, thereby, expecting the Sheriff to execute the Writ the moment he receives it. The codes relating to the 10-day appeal period and the 72 Hour Notice are covered under two different code sections. Therefore, unless the judge, in writing, waives the 72 Hour Notice to the tenant, the Sheriff must follow the code.

The moment the Sheriff receives the Writ from the Court, the Writ is entered into the computer. The Sheriff has no control over how long it takes a Writ to come down from the court to his office. Processes are picked up twice daily from the Court, early in the morning and again at 12:00 pm. If the court issues a Writ after 12:00 pm. the Sheriff will not get it until the following morning.

After entering the Writ of Possession into the computer, the assigned zone deputy will call the landlord to arrange the eviction date and time. Therefore, it is important the landlord write any and all phone numbers on the Writ so the Sheriff can contact him for scheduling. If the landlord's phone number is not written on the Writ, the Sheriff will mail notification to him to request a call to our office for scheduling. Valuable time is lost and it is possible the Writ could expire before ever scheduling the eviction.

Once a mutually agreeable time has been set, the deputy will prepare the 72 HOUR NOTICE TO VACATE which is issued by the Sheriff. The date and time of the eviction must be noted on the form. The notice is then posted by the deputy. Pursuant to §8.01-470, the notice must be served according to the laws relating to service of process. This is especially important if the landlord is trying to evict a business where the owner has left property inside but is no longer operating the business. If this should occur, the landlord may want to consult an attorney because service at the business cannot be affected and would have to be directed to the owner's home. Other remedies may also be available to the landlord.

#### **Postponement and Cancellation of Scheduled Eviction:**

Postponing the Writ can be defined as rescheduling the eviction date to another day. If the first scheduled date is postponed and rescheduled to a later date and time, the 72 Hour Notice must be served again given the new date, allowing at least an additional 72 hours' notice to the tenant. In addition, the landlord must pay \$12.00 per tenant being served with the Notice. Payment of the additional fees must be made before service of the second notice. Only one postponement is allowed by the plaintiff. If the Writ is not executed after the second posting, the plaintiff would be required to obtain a new writ.

Cancelling the Writ means the landlord no longer wants to evict the tenant or the tenant has already moved out and there is no need for assistance by the Sheriff.

#### **If the Eviction being done is a Move Out:**

The Sheriff reserves the right to postpone or cancel a scheduled eviction due to inclement weather. Generally speaking, if it is raining, snowing, or there are gale force winds, then the eviction will be postponed and rescheduled for another day. No additional fees will be required if the Sheriff postpones the eviction due to inclement weather.

#### **Duties of the Landlord:**

Arrive on time. The deputy will wait for about 10 minutes if the landlord is running late. However, after 10 minutes the deputy will leave the scene. Communication is the key here. Let the Sheriff know if there is an emergency situation. The deputy will try to work with the landlord but he will not wait any longer than 10 minutes if we have not heard from the landlord.

If the landlord wants assistance of the Sheriff, the landlord or his agents must not enter the dwelling until the deputy has arrived. Entering before the deputy has arrived will result in the Sheriff cancelling the Writ and no performance of the eviction. This is done to ensure both the landlord's safety and the

safety of the deputy, but moreover, to limit liability to the Sheriff and the landlord by false accusations made by disgruntled tenants. If the landlord starts moving property out before the Sheriff arrives, he cannot ensure the eviction has been done in lawful manner and will back out stating the landlord has taken action without the assistance of the Sheriff.

Any knowledge the landlord has about the tenant is helpful to the deputy. It is important for the Sheriff to know if the tenant may have any weapons in the dwelling. Incidental information, such as inoperative cars, pets, water beds, and juveniles left alone are important because they can prolong the eviction and may necessitate additional preparation by the landlord or Sheriff (animal control). If the landlord knows the tenant has changed the locks, the landlord may want to have a locksmith available at the appointed time in case of a move out. In the case of a lock out, the landlord should have a locksmith or be prepared to change the locks himself at the appointed time.

The landlord must supply sufficient personnel (movers) to allow speedy removal of the property. The deputy, at his discretion, can postpone the eviction for lack of sufficient personnel. If the eviction is postponed for lack of sufficient personnel, the landlord will be required to pay additional fees for the service of the new Notice. We usually recommend at least three to five people depending on the amount of property inside. It is the landlord's responsibility to remove the property.

**THE DEPUTY IS THERE ONLY TO MAINTAIN PEACE AND TO PROTECT THE PUBLIC FROM HARMFUL OBJECTS. THIS IS IN REGARDS TO A MOVE OUT TYPE OF EVICTION.**

The landlord should come prepared with tools (hammer, screwdrivers, etc.) and boxes or bags in which to place loose items. Dangerous household hazardous materials or chemicals will not be placed to the curb and it will be the duty of the landlord to properly dispose of those materials at a designated landfill. Other objects which could be considered dangerous to the public and anything of real value will be confiscated by the deputy and brought back to the office after inventory of the items, i.e., guns, knives, pornographic materials, money, expensive jewelry, unopened alcoholic beverages, prescription medication and paraphernalia, and urns.

**IF IT IS A LOCKOUT. ATER THE LOCKS HAVE BEEN CHANGED, THE TENANTS ARE TO BE GIVEN ACCESS TO THEIR PROPERTY WITHIN A TWENTY-FOUR (24) HOUR PERIOD (REASONABLE TIMES).**

While the Virginia Code does not require the landlord to change the locks after completion of the eviction, the landlord may want to consider doing so. There have been several occasions, where after the property has been placed to the public right of way, the tenant has come back and moved everything back in. Once the eviction has been completed, the Sheriff will not come back. If the tenant moved back in, it then becomes a trespass matter which must be taken up with the police department.

**Trailer Evictions:**

Special considerations are made for trailer evictions.

Trailer Owner is the Landlord but not the Lot Owner: Where the landlord requesting the eviction is the landlord but not the lot owner, the tenant will be treated as though they were renting an apartment, thus, all personal property inside the trailer will be moved to the nearest public way.

Landlord Evicting is Lot Owner but not Trailer Owner: This is usually the case in delinquent lot rent. In this instance, the Lot Owner/Landlord has the option of either having the trailer removed from the lot and placed in a storage area or evicting while allowing the trailer to be considered stored on the lot. In both cases, contents of the trailer are not removed. The utilities are disconnected and the trailer is secured so that no one can enter. The disadvantages to moving the trailer to a storage area are that PERMITS are required and the expense of moving the trailer. The disadvantages of allowing the trailer to remain on the lot is the same as those where the landlords do not change the locks. The tenants will sometimes move back in.

For additional information regarding trailer codes see The Virginia Manufactured Home Lot Rental Act. (Sections 55248.41 et seq. of the Code of Virginia).

#### **TO THE TENANT:**

On the day of the scheduled eviction, all property will be placed to the nearest public way or the locks changed. Should the tenant leave any pets, they may be recovered through the city's Animal Control Division. However, Animal Control will not take any fish and they will be placed to the curb as well. The tenant will be notified by a notice posted on the door of any items confiscated by the Sheriff's Office. The tenant may recover those items from the Civil Process division between the hours of 8 am and 4 pm. Monday thru Friday. Identification will be required before release and only the tenant listed on the Writ can pick up the property.

If the tenant cannot be present when the eviction takes place, the tenant may want to have someone whom they trust there to protect their property. The Sheriff can only ensure the safety of the tenant's property while he/she is there. Once the Sheriff leaves, he is no longer responsible.

In the event there are children home at the time of the eviction without an adult, the Department of Social Services will be called if arrangements cannot be made the tenant for shelter of the children.

For tenants who are in need of emergency services, such as shelter or financial assistance they may call the Adult Protective Services division of the Department of Social Services at (540) 662-3807.



# Office of the City Sheriff

5 North Kent Street • Winchester, Virginia 22601

Phone 540-667-5770 • Fax 540-667-6438

Les R. Taylor, Sheriff



## 5 DAY NOTICE

# SAMPLE

Date: \_\_\_\_\_

To: \_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

### A NOTICE IS GIVEN BECAUSE OF YOUR FAILURE TO PAY THE RENT, WHICH IS NOW PAST DUE, AND IN ARREARS.

You are hereby given formal written notice to pay the rent in FULL to date, together with the cost of this notice (service fee), or vacate and give QUIET and PEACEFULL possession within five (5) days from the date of this notice the property/premises located at:

# USE BY THE

This property is occupied by you and/or person(s) you permitted or not permitted to be there pursuant to Section 55-248.31 of the Code of Virginia of 1950, as amended.

# WINCHESTER CITY

**\*\* If you still reside there after the 5th day from the date of the execution of this notice, then an unlawful detainer summons will be sought against you to have you EVICTED. \*\***

# SHERIFF'S OFFICE

**CERTIFY, BY MY SIGNATURE, THAT ALL INFORMATION GIVEN BY ME IN OBTAINING THIS DOCUMENT FOR SERVICE AND ACTING AS OWNER OR AGENT FOR THE SAME, IS TRUE TO THE BEST OF MY KNOWLEDGE**

(SIGNATURE OF REQUESTOR)

# ONLY

Served by: \_\_\_\_\_ on \_\_\_\_\_ by: Posting  Personal   
Deputy Date Family Member

For: L.R. Taylor, Sheriff Family Member Name: \_\_\_\_\_



# Office of the City Sheriff

5 North Kent Street • Winchester, Virginia 22601

Phone 540-667-5770 • Fax 540-667-6438

Les R. Taylor, Sheriff



## 30 DAY NOTICE

# SAMPLE

Date: \_\_\_\_\_

To: \_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

The notice is to inform you that you have **30 DAYS** from this date to leave the premise along with any person(s) that you permit or not permitted to live with you there. You are REQUESTED to leave the premise due to you being an **UNDESIRABLE TENANT**.

You are to take **ANY/ALL** personal property that belongs **ONLY** to you. You are being advised to **CHANGE** your mailing address and to **NOTIFY** all parties to whom you associate with that you have changed your address and are no longer residing there.

**If you STILL reside at the residence after the 30 days, an unlawful detainer summons will be sought against you to have you EVICTED.**

*I HEREBY CERTIFY, BY MY SIGNATURE, THAT ALL INFORMATION GIVEN BY ME IN OBTAINING THIS DOCUMENT FOR SERVICE AND ACTING AS OWNER OR AGENT FOR THE SAME, IS TRUE TO THE BEST OF MY KNOWLEDGE.*

(SIGNATURE OF REQUESTOR)

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

# ONLY

Served by: \_\_\_\_\_ on \_\_\_\_\_ by: Posting  Personal   
Deputy Date Family Member

For: L.R. Taylor, Sheriff Family Member Name: \_\_\_\_\_



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5 North Kent Street • Winchester, Virginia 22601

Phone 540-667-5770 • Fax 540-667-6438

Les R. Taylor, Sheriff



## VACATE NOTICE

To: \_\_\_\_\_ **SAMPLE** Date: \_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

You are hereby notified by the Winchester City Sheriff's Office to vacate the property located at:

**FOR OFFICIAL**

\_\_\_\_\_ belonging to  
**USE BY THE**

**WINCHESTER CITY**  
\_\_\_\_\_ on or before

**SHERIFF'S OFFICE**  
Date: \_\_\_\_\_ Time: \_\_\_\_\_  
or your belongings will be moved out of the premises and off the property.

**ONLY**

Les R. Taylor, Sheriff

Served by: \_\_\_\_\_ on \_\_\_\_\_ by: Posting  Personal   
Deputy Date Family Member

For: L.R. Taylor, Sheriff Family Member Name: \_\_\_\_\_





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5 North Kent Street • Winchester, Virginia 22601

Phone 540-667-5770 • Fax 540-667-6438

Les R. Taylor, Sheriff



## NOTICE OF NO TRESPASS

TO BE SERVED ON:

STREET ADDRESS:

CITY, STATE, ZIPCODE:

TELEPHONE NUMBER:

**SAMPLE**

YOU ARE HEREBY NOTIFIED NOT TO CONTACT THE PETITIONER OF THIS NOTICE FOR ANY REASON OR TRESPASS UPON HIS/HER PROPERTY LOCATED AT:

STREET ADDRESS:

CITY, STATE, ZIPCODE:

AT ANY TIME:

IF ANY PERSON WITHOUT AUTHORITY OF LAW GOES UPON OR REMAINS UPON THE LANDS, BUILDINGS OR PREMISES OF ANOTHER, OR ANY PORTION OR AREA THEREOF, AFTER HAVING BEEN FORBIDDEN TO DO SO, WHETHER ORALLY OR IN WRITING, BY THE OWNER, LESSEE, CUSTODIAN OR OTHER PERSON LAWFULLY IN CHARGE SHALL BE GUILTY OF A CLASS 1 MISDEMEANOR PURSUANT TO 18.2-119 CODE OF VIRGINIA (1950 AMENDED).

OTHER STATE LAWS OR VIOLATIONS TO CONSIDER:

IF ANY PERSON SHALL USE OBSCENE, VULGAR, PROFANE, LEWD, LASCIVIOUS, OR INDECENT LANGUAGE OR MAKE ANY SUGGESTION OR PROPOSAL OF AN OBSCENE NATURE, OR THREATEN ANY ILLEGAL OR IMMORAL ACT WITH THE INTENT TO COERCE, INTIMIDATE, OR HARASS ANY PERSON, OVER THE TELEPHONE OR CITIZENS BAND RADIO IN THE COMMONWEALTH HE SHALL BE GUILTY OF A CLASS 1 MISDEMEANOR PURSUANT TO 18.2-427 CODE OF VIRGINIA (1950 AMENDED).

ANY PERSON WHO WITH, OR WITHOUT THE INTENT TO COMMUNICATE BUT WITH THE INTENT TO ANNOY ANOTHER PERSON, CAUSES ANY TELEPHONE OR DIGITAL PAGER, NOT HIS OWN, TO RING OR OTHERWISE SIGNAL, AND ANY PERSON WHO PERMITS OR CONDONES THE USE OF ANY TELEPHONE UNDER HIS CONTROL FOR SUCH PURPOSE SHALL BE GUILTY OF A CLASS 3 MISDEMEANOR PURSUANT TO 18.2-429 CODE OF VIRGINIA (1950 AMENDED).

PHYSICAL CONTACT OR VERBAL EXCHANGES MADE WITH THE INTENT TO HARASS, THREATEN, INTIMIDATE OR CAUSE PHYSICAL HARM WILL NOT BE TOLERATED AND WILL BE PROSECUTED TO THE FULLEST EXTENT OF THE LAW.

YOU ARE ADVISED NOT TO SEEK OUT THE PETITIONER OF THIS NOTICE WITH THE INTENT TO CAUSE DURESS AT ANY TIME.

THIS TRESPASS NOTICE SHALL REMAIN IN FULL FORCE AND EFFECT UNTIL SUCH TIME AS THE PETITIONER WITHDRAWS THIS NOTICE OR OTHERWISE RENDERS IT INVALID.

SIGNED, \_\_\_\_\_ (PETITIONER) THIS \_\_\_\_\_ DAY OF \_\_\_\_\_, 20\_\_\_\_\_.

PETITIONER'S NAME:

PETITIONER'S STREET ADDRESS:

PETITIONER'S CITY, STATE, ZIP CODE:

**NOTE: ONLY ONE RECEIPT PER PAPER AND PLEASE PRINT CLEARLY**

**§ 55-248.34:1. Landlord's acceptance of rent with reservation.**

A. Provided the landlord has given written notice to the tenant that the rent will be accepted with reservation, the landlord may accept full or partial payment of all rent and receive an order of possession from a court of competent jurisdiction pursuant to an unlawful detainer action filed under Article 13 (§ 8.01-124 et seq.) of Chapter 3 of Title 8.01 and proceed with eviction under § 55-248.38:2. Such notice shall be included in a written termination notice given by the landlord to the tenant in accordance with § 55-24831 or in a separate written notice given by the landlord to the tenant within five business days of receipt of the rent. Unless the landlord has given such notice in a termination notice in accordance with § 55-2483 I, the landlord shall continue to give a separate written notice to the tenant within five business days of receipt of the rent that the landlord continues to accept the rent with reservation in accordance with this section until such time as the violation alleged in the termination notice has been remedied or the matter has been adjudicated in a court of competent jurisdiction. If the dwelling unit is a public housing unit or other housing unit subject to regulation by the Department of Housing and Urban Development, the landlord shall be deemed to have accepted rent with reservation pursuant to this subsection if the landlord gives the tenant the written notice required herein for the portion of the rent paid by the tenant.

B. Subsequent to the entry of an order of possession by a court of competent jurisdiction but prior to eviction pursuant to § 55-248.38:2, the landlord may accept all amounts owed to the landlord by the tenant, including full payment of any money judgment, award of attorney fees and court costs, and all subsequent rents that may be paid prior to eviction, and proceed with eviction provided that the landlord has given the tenant written notice that any such payment would be accepted with reservation and would not constitute a waiver of the landlord's right to evict the tenant from the dwelling unit. However, if a landlord enters into a new written rental agreement with the tenant prior to eviction, an order of possession obtained prior to the entry of such new rental agreement is not enforceable. Such notice shall be given in a separate written notice given by the landlord within five business days of receipt of payment of such money judgment, attorney fees and court costs, and all subsequent rents that may be paid prior to eviction. If the dwelling unit is a public housing unit or other housing unit subject to regulation by the Department of Housing and Urban Development, the landlord shall be deemed to have accepted rent with reservation pursuant to this subsection if the landlord gives the tenant the written notice required herein for the portion of the rent paid by the tenant. Writs of possession in cases of unlawful entry and detainer are otherwise subject to § 8.01—471.

C. However, the tenant may pay or present to the court a redemption tender for payment of all rent due and owing as of the return date, including late charges, attorney fees and court costs, at or before the first return date on an action for unlawful detainer. For purposes of this section, "redemption tender" means a written commitment to pay all rent due and owing as of the return date, including late charges, attorney fees, and court costs, by a local government or nonprofit entity within 10 days of said return date.

D. If the tenant presents a redemption tender to the court at the return date, the court shall continue the action for unlawful detainer for 10 days following the return date for payment to the landlord of all rent due and owing as of the return date, including late charges, attorney fees, and court costs and dismissal of the action upon such payment. Should the landlord not receive full payment of all rent due and owing as of the return date, including late charges, attorney fees, and court costs, within 10 days of

the return date, the court shall, without further evidence, grant to the landlord judgment for all amounts due and immediate possession of the premises.

E. In cases of unlawful detainer, a tenant may pay the landlord or his attorney or pay into court all (i) rent due and owing as of the court date as contracted for in the rental agreement, (ii) other charges and fees as contracted for in the rental agreement, (iii) late charges contracted for in the rental agreement, (iv) reasonable attorney fees as contracted for in the rental agreement or as provided by law, and (v) costs of the proceeding as provided by law, at which time the unlawful detainer proceeding shall be dismissed. A tenant may invoke the rights granted in this section no more than one time during any 12-month period of continuous residency in the dwelling unit, regardless of the term of the rental agreement or any renewal term thereof.

2003, c. 427; 2006, c. 667; 2008, c. 489; 2010, c. 793; 2012, G. 7—83; 2013, c. E; 2014,

**NOTICE OF ACCEPTANCE OF RENT WITH RESERVATION OF RIGHTS**

TO: \_\_\_\_\_ (HEREIN "TENANT")  
FROM: \_\_\_\_\_ (HEREIN "LANDLORD")  
RE: \_\_\_\_\_ (HEREIN "RENTAL UNIT")

TAKE NOTICE that Landlord hereby accepts from tenant a certain rental payment in the amount of \$ \_\_\_\_\_ in connection with the above referenced rental unit, which payment is accepted with the reservation of all rights to terminate the Lease as to the subject rental unit with waiver in conformity with Section 55-24831 of the 1950 Code of Virginia, as amended.

Please govern yourself accordingly.

\_\_\_\_\_  
Landlord/Property Manager

DATE: \_\_\_\_\_

**CERTIFICATE**

**I certify that this notice was duly (CHECK ONE):**

- \_\_\_\_\_ delivered in person
- \_\_\_\_\_ served on the tenant by posting at his/her address
- \_\_\_\_\_ mailed to the tenant at his/her address on the date above stated

\_\_\_\_\_  
Landlord/Property Manager



# Office of the City Sheriff

5 North Kent Street • Winchester, Virginia 22601

Phone 540-667-5770 • Fax 540-667-6438

Les R. Taylor, Sheriff



**TO THE TENANT: You are entitled to certain rights. The code relating to your rights is listed below. You are strongly urged to seek the advice of an attorney.**

§ [55-237.1](#). Authority of sheriffs to store and sell personal property removed from premises; recovery of possession by owner; disposition or sale.

Notwithstanding the provisions of § [8.01-156](#), when personal property is removed from any leased or rented commercial or residential premises pursuant to an action of unlawful detainer or ejectment, or pursuant to any other action in which personal property is removed from the premises in order to restore such premises to the person entitled thereto, the sheriff shall oversee the removal of such personal property to be placed into the public way. The tenant shall have the right to remove his personal property from the public way during the 24-hour period after eviction. Upon the expiration of the 24-hour period after eviction, the landlord shall remove, or dispose of, any such personal property remaining in the public way.

At the landlord's request, any personal property removed pursuant to this section shall be placed into a storage area designated by the landlord, which may be the leased or rented premises. The tenant shall have the right to remove his personal property from the landlord's designated storage area at reasonable times during the 24 hours after eviction from the premises or at such other reasonable times until the landlord has disposed of the property as provided herein. During that 24-hour period and until the landlord disposes of the remaining personal property of the tenant, the landlord and the sheriff shall not have any liability for the loss of such personal property. If the landlord fails to allow reasonable access to the tenant to remove his personal property as provided herein, the tenant shall have a right to injunctive relief and such other relief as may be provided by law.

Any property remaining in the landlord's storage area upon the expiration of the 24-hour period after eviction may be disposed of by the landlord as the landlord sees fit or appropriate. If the landlord receives any funds from any sale of such remaining property, the landlord shall pay such funds to the account of the tenant and apply same to any amounts due the landlord by the tenant, including the reasonable costs incurred by the landlord in the eviction process described in this section or the reasonable costs incurred by the landlord in selling or storing such property. If any funds are remaining after application, the remaining funds shall be treated as security deposit under applicable law.

The notice posted by the sheriff setting the date and time of the eviction, pursuant to § [8.01-470](#), shall provide notice to the tenant of the rights afforded to tenants in this section and shall include in the notice a copy of this statute attached to, or made a part of, this notice.

§ [55-248.38:2](#). Authority of sheriffs to store and sell personal property removed from residential premises; recovery of possession by owner; disposition or sale.

Notwithstanding the provisions of § [8.01-156](#), when personal property is removed from a dwelling unit, the premises, or from any storage area provided by the landlord pursuant to an action of unlawful detainer or ejectment, or pursuant to any other action in which personal property is removed from the dwelling unit in order to restore the dwelling unit to the person entitled thereto, the sheriff shall oversee the removal of such personal property to be placed into the public way. The tenant shall have the right to remove his personal property from the public way during the 24-hour period after eviction. Upon the expiration of the 24-hour period after eviction, the landlord shall remove, or dispose of, any such personal property remaining in the public way.

At the landlord's request, any personal property removed pursuant to this section shall be placed into a storage area designated by the landlord, which may be the dwelling unit. The tenant shall have the right to remove his personal property from the landlord's designated storage area at reasonable times during the 24 hours after eviction from the landlord's or at such other reasonable times until the landlord has disposed of the property as provided herein. During that 24-hour period and until the landlord disposes of the remaining personal property of the tenant, the landlord and the sheriff shall not have any liability for the risk of loss for such personal property. If the landlord fails to allow reasonable access to the tenant to remove his personal property as provided herein, the tenant shall have a right to injunctive or other relief as otherwise provided by law.

Any property remaining in the landlord's storage area upon the expiration of the 24-hour period after eviction may be disposed of by the landlord as the landlord sees fit or appropriate. If the landlord receives any funds from any sale of such remaining property, the landlord shall pay such funds to the account of the tenant and apply same to any amounts due the landlord by the tenant, including the reasonable costs incurred by the landlord in the eviction process described in this section or the reasonable costs incurred by the landlord in selling or storing such property. If any funds are remaining after application, the remaining funds shall be treated as security deposit under applicable law.

The notice posted by the sheriff setting the date and time of the eviction, pursuant to § [8.01-470](#), shall provide notice to the tenant of the rights afforded to tenants in this section and shall include in the said notice a copy of this statute attached to, or made a part of, this notice.