

Statement of Defense & Counterclaim

Court: Loudoun County General District Court
Case Title: James Joseph Chubb (Plaintiff) vs. Lei Yu (Defendant)
Property Address: 43402 Three Forks Ter, Ashburn, VA 20148
Defendant Name: Lei Yu
Plaintiff Name: James Joseph Chubb
Lease Termination Date: April 30, 2025
Move-Out Date Accepted: April 27, 2025

Introduction

I, Lei Yu, am the property owner and defendant in this matter. The tenant, James Joseph Chubb, vacated my rental property on or around April 26, 2025. I accepted the return of possession on April 27, 2025. Upon taking possession, I discovered substantial damages, neglectful conditions, and violations of the lease terms that far exceed normal wear and tear.

Defense Summary

The tenant is requesting a full return of the \$3,900 security deposit.

However, the total damages and cleaning costs amounted to **\$5,980.00**.

Under the Virginia Residential Landlord and Tenant Act (VRLTA), I provided the itemized deductions within 45 days, in full compliance with Virginia Code § 55.1-1226(E).

The lease agreement explicitly states that the tenant is responsible for any damage beyond ordinary wear and tear and must pay for any additional costs if the deposit is insufficient.

Key Facts

Item	Detail
Total Repair & Cleaning Costs	\$5,980.00
Security Deposit Withheld	\$3,900.00

Remaining Balance Due from Tenant	\$2,080.00
Repair Completion Date	May 18, 2025
Property Ready for Rent	May 19, 2025
Lost Rent Due to Repair Delay (May 1–18, 2025)	\$2,264.51
Travel, Lodging, and Wage Loss for Court Appearance	\$600.00

Lease Agreement Provisions

Condition of Premises Clause

“It is agreed that all dirt, holes, tears, burns, and stains of any size or amount in the carpets, drapes, walls, fixtures, and/or any other part of the premises, do not constitute reasonable wear and tear.”

“RESIDENT agrees to keep the premises and all items in good order and good condition and to immediately pay for costs to repair and/or replace any portion of the above damaged by RESIDENT, his guests and/or invitees...”

Security Deposit and Deductions Clause

“If deposits do not cover such costs and damages, the RESIDENT shall immediately pay said additional costs for damages to OWNER.”

Timeline

Date	Event
April 30, 2025	Lease officially terminated
April 27, 2025	Property possession accepted by owner
May 1–18, 2025	Repairs underway; property not rentable
May 18, 2025	Repairs completed
May 19, 2025	Property listed again for rent

Itemized Damage Summary

Item	Cost
Wall repair and repainting (1st–4th floors)	\$4,700.00
Garage wall repair	\$180.00
Oven & refrigerator deep cleaning	\$250.00
Cabinet drawer box repair	\$200.00
Patio power cleaning	\$150.00
General house cleaning (pet fur, odor)	\$500.00
Total Repairs & Cleaning	\$5,980.00

Evidence Provided

- Photographic documentation of over 230 wall holes, dirty appliances, left-behind items, pet odor and fur, and broken cabinetry
 - Invoices from licensed contractors for each expense
 - Lease agreement (executed via Zillow)
 - Email records showing tenant's refusal to take responsibility and use of threatening language
 - Aggressive and pressuring emails from tenant intended to avoid responsibility
 - Comparative quotes from other contractors (higher than what was charged) demonstrating efforts to minimize costs
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Economic Damages & Counterclaim

Claim Item	Amount
Damages exceeding security deposit	\$2,080.00
Loss of rent (May 1–18, 2025 @ \$125.81/day)	\$2,264.51

Travel & lodging & Cost (court hearing)	\$600.00
Total Counterclaim	\$4,944.51

Legal Position & Relief Requested

I acted in good faith and in accordance with the lease agreement and Virginia law. The tenant failed to return the property in the required condition and has attempted to use threats and pressure to avoid accountability. The damage was significant and required prompt professional repair to make the unit habitable and rentable.

I respectfully request:

- Dismissal of the plaintiff's claim for return of full deposit
- Judgment in favor of defendant for \$4,944.51
- Any other relief the Court deems proper