

# Virginia Residential Lease

(four or fewer units)

Date: {TodaysDate}

1. **PARTIES.** This Virginia Residential Lease (“Agreement”) is between {TenantNames} (collectively, “Tenant”) and {PropertyManagerEntity} (“Landlord”). Each Tenant is jointly and severally liable for all terms of this Agreement. The manager is {PropertyManagerName}. The Virginia Residential Landlord and Tenant Act applies to this Agreement.
2. **PREMISES.** Subject to the terms and conditions in this Agreement, Landlord rents to Tenant, and Tenant rents from Landlord, for residential purposes only, {Address} (“Premises”).
3. **OCCUPANTS.** The Premises shall be used and occupied only as a private residence by Tenant and immediate family of Tenant, provided that the total number of occupants does not exceed the number of occupants allowed under law. Occupancy by other persons for more than seven consecutive days and more than two occasions in any month is prohibited without Landlord's written consent and shall be considered a breach of this Agreement. Tenant is responsible for the conduct of all occupants, guests, and invitees.
4. **AGREEMENT TERM.** The term of the Agreement begins on {StartDate}, and it ends at 11:59 p.m. on {EndDate} (“Agreement Term”). Landlord and Tenant intend for this Agreement to be a lease for a definite time.
5. **PAYMENT OF RENT.** Tenant shall pay Landlord a monthly rental amount of \${MonthlyRent}, due to Landlord in full on the first business day of the month at Landlord's address at Landlord’s address or using electronic funds transfer to an account designated by Landlord for the payment of rent. If Landlord and Tenant agree that Tenant shall make payments through the LeaseRunner Tenant Payment Center, then all {ACH\_Fees}.
  - A. **Prepay Escrow.** Per Va. Code § 55.1-1250, if Tenant prepays any rental amount, Landlord shall place the prepayment in an escrow account in a federally insured depository in Virginia by the end of the fifth business day following receipt. Tenant's prepayment shall remain in the account until such time as the prepaid rent becomes due, Landlord has otherwise become entitled to receive any portion of the prepaid rent, or Tenant provides written consent for its removal.
  - B. **Written Receipt.** If Tenant pays in cash or money order, Landlord shall provide Tenant with written receipt, per Va. Code § 55-248.7(I).
  - C. **Acceptance of Rent with Reservation.** Per Va. Code § 55.1-1250, 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 (Va. Code § 8.01-124

et seq.) of Chapter 3 of Title 8.01 and proceed with eviction under Va. Code § 55.1-1255, provided that Landlord has stated in a written notice to Tenant that any and all amounts owed to Landlord by Tenant, including payment of any rent, damages, money judgment, award of attorney fees, and court costs, would be accepted with reservation and would not constitute a waiver of Landlord's right to evict Tenant from the Premises. Such notice may be included in a written termination notice given by Landlord to Tenant in accordance with Va. Code § 55.1-1245 , and if so included, nothing herein shall be construed by a court of law or otherwise as requiring Landlord to give Tenant subsequent written notice.

- D. **Fourteen Days Written Notice.** Per Va. Code § 55.1-1245(F), if rent is unpaid when due, and Tenant fails to pay rent within 14 days after written notice is served on Tenant notifying Tenant of Tenant's nonpayment and of Landlord's intention to terminate this Agreement if the rent is not paid within the 14-day period, Landlord may terminate this Agreement and proceed to obtain possession of the Premises as provided in Va. Code § 55.1-1251.
6. **CHARGES AND FEES.** If Tenant fails to pay the rent in full by the **fifth** day of the month, Tenant shall pay Landlord a late charge of **#{Late\_Fee}**. If any payment offered by Tenant to Landlord for rent or any other amount due under this Agreement is returned for lack of sufficient funds, for a stop-payment, or for any other reason, Tenant shall pay Landlord an insufficient funds fee of **#{NSF\_Fee}**. Landlord and Tenant agree that the charges and fees are a reasonable estimate of the administrative costs incurred by Landlord. Landlord does not waive the right to insist on payment of the rent in full on the date it is due. Per Va. Code § 55-248.7(D), within ten days of Tenant's written request, Landlord shall provide Tenant an accounting of all charges and payments over the tenancy or the past 12 months, whichever is shorter.
7. **PRORATION OF RENT.** For the period from **{StartDate}** through the end of the month, Tenant shall pay to Landlord the prorated monthly rent of **#{ProratedRent}**.
8. **SECURITY DEPOSIT.**
- A. **Amount.** Tenant shall deposit with Landlord the amount of **#{SecurityDeposit}** as a security deposit against any breach of this Agreement by Tenant. **Per Va. Code § 55.1-1226(A), the security deposit may not exceed two months' rent.**
- B. **Damage Insurance.** Per Va. Code § 55.1-1226(I), Landlord may permit Tenant to provide damage insurance coverage in lieu of the payment of a security deposit. Such damage insurance in lieu of a security deposit shall conform to the following criteria:
- i. The insurance company is licensed by the Virginia State Corporation Commission;
  - ii. The insurance permits the payment of premiums on a monthly basis, unless Tenant selects a different payment schedule;

- iii. The coverage is effective upon the payment of the first premium and remains effective for the Agreement Term;
- iv. The coverage provided per claim is no less than the amount Landlord requires for security deposits;
- v. The insurance company agrees to approve or deny payment of a claim in accordance with regulations adopted by the State Corporation Commission's Bureau of Insurance; and
- vi. The insurance company shall notify Landlord within 10 days if the damage policy lapses or is canceled.

Landlord may designate one or more damage insurance companies from which Landlord will accept damage insurance in lieu of a security deposit. Such insurers shall be identified in the written lease agreement.

Tenant who initially opts to provide damage insurance in lieu of a security deposit may, at any time without consent of Landlord, opt to pay the full security deposit to Landlord in lieu of maintaining a damage insurance policy. Landlord shall not alter the terms of the lease in the event Tenant opts to pay the full amount of the security deposit pursuant to this subsection.

- C. **Prepaid Rent.** Per Va. Code § 55.1-1205, Landlord and Tenant may agree in this Agreement that Tenant pay prepaid rent. If Landlord receives prepaid rent, it shall be placed in an escrow account in a federally insured depository in Virginia by the end of the fifth business day following receipt and shall remain in the account until such time as the prepaid rent becomes due. Unless Landlord has otherwise become entitled to receive any portion of the prepaid rent, it shall not be removed from the escrow account required by this section without the written consent of Tenant.
- D. **Allowable Charges.** Per Va. Code § 55.1-1226(A), the security deposit may be applied solely by Landlord to the payment of accrued rent and including the reasonable charges for late payment of rent specified in this Agreement, to the payment of the amount of damages which Landlord has suffered by reason of Tenant's noncompliance with Va. Code § 55.1-1226 less reasonable wear and tear, to other damages or charges as provided in this Agreement, or to actual damages for breach of this Agreement pursuant to Va. Code § 55.1-1251.
- E. **Inspection Of The Premises After Move-Out.** Per Va. Code § 55.1-1226(G), Landlord shall make reasonable efforts to advise Tenant of Tenant's right to be present at Landlord's inspection of the Premises for the purpose of determining the amount of security deposit to be returned. If Tenant desires to be present when Landlord makes the inspection, Tenant shall so advise Landlord in writing who, in turn, shall notify Tenant of the time and date of the inspection, which must be made within **72 hours** of delivery of possession to Landlord. Upon completion of the inspection attended by Tenant, Landlord shall furnish

Tenant with an itemized list of damages to the Premises known to exist at the time of the inspection.

- F. **Return Of Security Deposit.** Prior to move-out, Tenant shall provide Landlord with a forwarding address. Per Va. Code § 55.1-1226(B), Landlord shall notify Tenant in writing of any deductions to be made during the course of the tenancy. Such notification shall be made within **30 days** of the date of the determination of the deduction and shall itemize the reasons. Within **45 days** after the termination of this Agreement or the date Tenant vacates the Premises, whichever occurs last, Landlord shall return Tenant's security deposit with an itemized security deposit settlement statement listing any deductions. When there is more than one Tenant subject to this Agreement, Landlord shall return the security deposit via one check payable to all Tenants, mailed to the forwarding address.
- G. **Remit To Commonwealth.** Per Va. Code § 55.1-1226(B), if Tenant does not provide a forwarding address to the Landlord to enable Landlord to make a refund of the security deposit, upon the expiration of one year from the date of the end of the 45-day time period in subsection (E) above, Landlord may remit such sum to the State Treasurer as unclaimed property on a form prescribed by the administrator that includes the name, social security number, if known, and the last known address of each Tenant. If Landlord or managing agent is a real estate licensee, compliance with this paragraph shall be deemed compliance with Va. Code § 54.1-2108 and corresponding regulations of the Real Estate Board.
9. **KEYS.** Landlord shall provide Tenant with {HouseKeys} house key(s), {MailboxKeys} mailbox key(s), and {GarageOpeners} garage door opener(s) (collectively, the "Keys"). Keys may not be duplicated, and Tenant shall return Keys to Landlord at move-out. Tenant's failure to return the Keys to Landlord at move-out shall incur a \$50 administrative fee, plus the costs of the lock change service.
10. **UTILITIES.** Landlord shall be responsible for paying the following utilities: {LandlordUtilities}. Tenant shall be responsible for paying all other utilities including but not limited to: {TenantUtilities}. Within three business days after the beginning of the Agreement Term, Tenant shall arrange for such utilities or services and for billing directly to Tenant for the Agreement Term. The party responsible for any particular utility or service shall not be liable for failure to furnish the utility or service when the cause of such failure is beyond that party's control. Per Va. Code § 55.1-1239, if Landlord willfully or negligently fails to supply heat, running water, hot water, electricity, gas, or other essential service as agreed above, Tenant may serve a written notice on Landlord specifying the breach. After allowing reasonable time for Landlord to correct such breach, Tenant may:
- A. recover damages based upon the diminution in the fair rental value of the Premises; or
  - B. procure reasonable substitute housing during the period of the Landlord's noncompliance, in which case Tenant is excused from

paying the rental amount for the period of Landlord's noncompliance, as determined by the court.

11. **SMOKING.** Smoking {Smoking} permitted in the Premises.
12. **PET RESTRICTIONS.** Except for service animals for the disabled, no animal, bird, or other pet is allowed in the Premises at any time, unless Tenant and Landlord have executed a separate written pet agreement. If at any time Tenant allows a pet into the Premises, Landlord may charge Tenant a penalty of \$50 per day, plus the costs of any damages.
13. **NOTICE TO QUIT AND HOLDOVER.**
  - A. **Notice.** At least **30 days** prior to the end of the Agreement Term, Tenant shall provide Landlord with written notice of Tenant's intention to move out by the end of the Agreement Term. If Tenant fails to provide such written notice, the tenancy shall be month-to-month after the Agreement Term, and all other terms of this Agreement shall continue in full force and effect.
  - B. **Month-to-Month Tenancies.** If this Agreement becomes a month-to-month tenancy, rent shall be uniformly apportioned per day during the notice period, which begins upon the other party's receipt of notice of termination as per the following notice periods:
    - i. Notice by Landlord. Landlord may terminate a month-to-month tenancy by providing **30 days'** written notice to Tenant.
    - ii. Notice by Tenant. Tenant may terminate a month-to-month tenancy by providing **30 days'** written notice to Landlord.
  - C. **Holdover.** If Tenant continues in possession of the Premises after the date of termination of this Agreement, as provided herein or under law, Tenant shall pay to Landlord **150% of the monthly rental amount of** \${MonthlyRent} per Va. Code § 55.1-1253(B), computed and prorated on a daily basis, for each day Tenant remains in possession. In addition, Tenant shall be responsible for any further losses and/or costs incurred by Landlord as determined by a proceeding before any court of competent jurisdiction.
14. **RENT CHANGES.** Landlord may not change the rental amount during the Agreement Term. Landlord may change the rental amount or other agreement terms for a tenancy subsequent to the Agreement Term by providing written notice to Tenant 30 days prior to the end of the Agreement Term.
15. **POSSESSION OF THE PREMISES.** Tenant shall be responsible for paying rent and complying with all terms of this Agreement after signing this Agreement, even if Tenant fails to take possession of the Premises. If Tenant fails to take possession of the Premises within seven days of the beginning of the Agreement Term, Landlord may terminate this Agreement.
16. **DELAY OF OCCUPANCY.**
  - A. **No Fault Of Landlord.** In the event Tenant's occupancy of the Premises is delayed for construction, repairs, cleaning, a holdover tenant, or any other circumstances beyond Landlord's control, this

Agreement shall remain in effect, subject to the abatement of rent on a daily basis. If the delay of occupancy is longer than five days, Tenant may terminate this Agreement by delivering written notice to Landlord. After such termination, Landlord's liability to Tenant is limited to the return of all sums previously paid by Tenant to Landlord under this Agreement.

- B. **Willful Delay.** Per Va. Code § 55.1-1238, if Landlord willfully fails to deliver possession of the Premises to Tenant, rent abates until possession is delivered and Tenant may:
- i. terminate the rental agreement upon at least five days' written notice to Landlord and upon termination, Landlord shall return all prepaid rent and security deposits; or
  - ii. demand performance of this Agreement by the Landlord. Tenant may file an action for possession of the Premise against the Landlord or any person wrongfully in possession and recover the damages sustained by Tenant. If Landlord's failure to deliver possession is willful and not in good faith, Tenant may recover from the actual damages sustained by Tenant and reasonable attorneys' fees.

17. **REIMBURSEMENT.** Tenant shall immediately reimburse Landlord for any loss, damage, cost, or repair caused by Tenant or an occupant, guest, or invitee of Tenant. Tenant's unpaid balances shall incur interest at the highest lawful rate.

18. **MAINTENANCE RESPONSIBILITIES.**

- A. **Landlord's Responsibilities.** Landlord warrants that the Premises is fit for human habitation. No deficiency in the common area(s) shall render the Premises uninhabitable unless the deficiency materially and substantially limits Tenant's use of the Premises. If any breach of the following is caused by the misconduct of Tenant, a member of Tenant's household, a guest or invitee of Tenant, or a person under Tenant's direction or control, such defective condition shall not constitute a breach of Landlord's obligations under this subsection. Unless otherwise provided under Virginia law, per Va. Code § 55.1-1220 Landlord shall:
- i. comply with the requirements of applicable building and housing codes materially affecting health and safety;
  - ii. make all repairs and do whatever is necessary to put and keep the Premises in a fit and habitable condition;
  - iii. keep all common areas shared by two or more dwelling units in a clean and structurally safe condition;
  - iv. maintain in good and safe working order and condition all electrical, plumbing, sanitary, heating, ventilating, air-conditioning, and other facilities and appliances, including elevators, supplied or required to be supplied by Landlord;
  - v. maintain the Premises in such a condition as to prevent the accumulation of moisture and the growth of mold, and to

promptly respond to any notices from Tenant as provided in Va. Code § 55.1-1227;

- vi. provide and maintain appropriate receptacles and conveniences, in common areas, for the collection, storage, and removal of ashes, garbage, rubbish, and other waste incidental to the occupancy of two or more dwelling units and arrange for the removal of same;
- vii. supply running water and reasonable amounts of hot water at all times and reasonable air conditioning, if provided, and heat in season except where the dwelling unit is so constructed that heat, air conditioning, or hot water is generated by an installation within the exclusive control of Tenant or supplied by a direct public utility connection; and
- viii. provide a certificate to Tenant stating that all smoke alarms are present, have been inspected, and are in good working order no more than once every 12 months. Landlord, Landlord's employee, or an independent contractor may perform the inspection to determine that the smoke alarm is in good working order.

**B. Tenant's Responsibilities.** Per Va. Code § 55.1-1227, Tenant shall:

- i. comply with all obligations primarily imposed upon tenants by applicable provisions of building and housing Va. Codes materially affecting health and safety;
- ii. keep the Premises as clean and safe as the condition of the Premises permits;
- iii. keep the Premises free from insects and pests, as those terms are defined in Va. Code § 3.2-3900, and promptly notify the Landlord of the existence of any insects or pests;
- iv. remove from the Premises all ashes, garbage, rubbish, and other waste in a clean and safe manner and in the appropriate receptacles provided by the Landlord;
- v. keep all plumbing fixtures as clean as their condition permits;
- vi. use in a reasonable manner all utilities and all electrical, plumbing, sanitary, heating, ventilating, air-conditioning, and other facilities and appliances, including elevators, in the Premises, and keep all utility services paid for by Tenant to the utility service provider or its agent on at all times during the Agreement Term;
- vii. not deliberately or negligently destroy, deface, damage, impair, or remove any part of the Premises or permit any person to do so whether known by Tenant or not;
- viii. not remove or tamper with a properly functioning smoke alarm installed by Landlord, including removing any working batteries, so as to render the alarm inoperative. Tenant shall maintain the

smoke alarm in accordance with the uniform set of standards for maintenance of smoke alarms established in the Statewide Fire Prevention Va. Code (Va. Code § 27-94 et seq.) and subdivision C 6 of Va. Code § 36-105, Part III of the Uniform Statewide Building Va. Code (Va. Code § 36-97 et seq.);

- ix. not remove or tamper with a properly functioning carbon monoxide alarm installed by Landlord, including the removal of any working batteries, so as to render the carbon monoxide alarm inoperative. Tenant shall maintain the carbon monoxide alarm in accordance with the uniform set of standards for maintenance of carbon monoxide alarms established in the Statewide Fire Prevention Va. Code (Va. Code § 27-94 et seq.) and subdivision C 6 of Va. Code § 36-105, Part III of the Uniform Statewide Building Va. Code (Va. Code § 36-97 et seq.);
- x. use reasonable efforts to maintain the Premises in such a condition as to prevent accumulation of moisture and the growth of mold, and to promptly notify the Landlord of any moisture accumulation that occurs or of any visible evidence of mold discovered by Tenant;
- xi. not paint or disturb painted surfaces or make alterations in the dwelling unit without the prior written approval of Landlord provided
  - a. the dwelling unit was constructed prior to 1978 and therefore requires Landlord to provide Tenant with lead-based paint disclosures; and
  - b. Landlord has provided Tenant with such disclosures and this Agreement provides that Tenant is required to obtain Landlord's prior written approval before painting, disturbing painted surfaces, or making alterations in the Premises;
- xii. be responsible for Tenant's conduct and the conduct of other persons on the Premises with Tenant's consent whether known by Tenant or not, to ensure that Tenant's neighbors' peaceful enjoyment of the Premises will not be disturbed; and
- xiii. abide by all reasonable rules and regulations imposed by Landlord;
- xiv. be financially responsible for the added cost of treatment or extermination due to Tenant's unreasonable delay in reporting the existence of any insects or pests and be financially responsible for the cost of treatment or extermination due to Tenant's fault in failing to prevent infestation of any insects or pests in the area occupied; and
- xv. Use reasonable care to prevent any dog or other animal in possession of Tenant, authorized occupants, guests, or invitees from causing personal injuries to a third party in the Premises

or property damage to the Premises.

**C. Wrongful Failure to Supply Heat, Water, Hot Water or Essential Services.** Per Va. Code § 55.1-1239:

- i. If contrary to this Agreement or provisions of Virginia Residential Landlord Tenant Act, Landlord willfully or negligently fails to supply heat, running water, hot water, electricity, gas or other essential service, Tenant must serve a written notice on Landlord specifying the breach, if acting under this section and, in such event, and after a reasonable time allowed Landlord to correct such breach, may:
  - a. recover damages based upon the diminution in the fair rental value of the Premises; or
  - b. procure reasonable substitute housing during the period of Landlord's noncompliance, in which case Tenant is excused from paying rent for the period of Landlord's noncompliance, as determined by the court.
- ii. If Tenant proceeds under this section, Tenant shall be entitled to recover reasonable attorney fees; however, Tenant may not proceed under Va. Code § 55.1-1234 as to that breach. The rights of Tenant under this section shall not arise until Tenant has given written notice to Landlord; however, no rights arise if the condition was caused by the deliberate or negligent act or omission of Tenant, a member of Tenant's family or other person on the Premises with Tenant's consent.

**D. Tenant's Remedy by Repair** Per Va. Code § 55.1-1244.1:

- i. For purposes of this section, "actual costs" means (i) the amount paid on an invoice to a third-party licensed contractor or a licensed pesticide business by Tenant, local government, or nonprofit entity or (ii) the amount donated by a third-party contractor or pesticide business as reflected on such contractor's or pesticide business's invoice.
- ii. If (i) there exists in the Premises a condition that constitutes a material noncompliance by Landlord with this Agreement or with provisions of law or that, if not promptly corrected, will constitute a fire hazard or serious threat to the life, health, or safety of occupants of the Premises, including an infestation of rodents or a lack of heat, hot or cold running water, light, electricity, or adequate sewage disposal facilities, and (ii) Tenant has notified Landlord of the condition in writing, Landlord shall take reasonable steps to make the repair or to remedy such condition within 14 days of receiving notice from Tenant.
- iii. If Landlord does not take reasonable steps to repair or remedy the offending condition within 14 days of receiving Tenant's notice pursuant to subsection (ii), Tenant may contract with a third-party contractor licensed by the Board for Contractors or, in the case of a rodent infestation, a pesticide business

employing commercial applicators or registered technicians who are licensed, certified, and registered with the Department of Agriculture and Consumer Services pursuant to Chapter 39 (§ 3.2-3900 et seq.) of Title 3.2, to repair or remedy the condition specified in the notice. Tenant who contracts with a third-party licensed contractor or pesticide business is entitled to recover the actual costs incurred for the work performed, not exceeding the greater of one months rent or \$1,500. Unless Tenant has been reimbursed by Landlord, Tenant may deduct the actual costs incurred for the work performed pursuant to the contract with the third-party contractor or pesticide business after submitting to Landlord an itemized statement accompanied by receipts for purchased items and third-party contractor or pest control services.

- iv. A local government or nonprofit entity may procure the services of a third-party licensed contractor or pesticide business on behalf of Tenant pursuant to subsection (ii). Such assistance shall have no effect on Tenant's entitlement under this section to be reimbursed by Landlord or to make a deduction from the periodic rent.
- v. Tenant may not repair a property condition at Landlord's expense under this section to the extent that (i) the property condition was caused by an act or omission of Tenant, an authorized occupant, or a guest or invitee; (ii) Landlord was unable to remedy the property condition because Landlord was denied access to the Premises; or (iii) Landlord had already remedied the property condition prior to Tenant's contracting with a licensed third-party contractor or pesticide business pursuant to subsection (iii).

E. **Landlord's Remedies.** Per Va. Code § 55.1-1248, if Tenant's violation of responsibilities above materially affects health and safety and can be remedied by repair, replacement of a damaged item or cleaning, Landlord shall send a written notice to Tenant specifying the breach and stating that Landlord will enter the Premises and perform the work in a workmanlike manner, and submit an itemized bill for the actual and reasonable cost therefor to Tenant, which shall be due as rent on the next rent due date, or if this Agreement has terminated, for immediate payment. In case of emergency Landlord may, as promptly as conditions require, enter the Premises, perform the work in a workmanlike manner, and submit an itemized bill for the actual and reasonable cost therefor to Tenant, which shall be due as rent on the next rent due date, or if this Agreement has terminated, for immediate payment. Landlord may perform the repair, replacement, or cleaning, or may engage a third party to do so.

19. **SURRENDER.** Per Va. Code § 55.1-1233, upon termination of the tenancy, whether by expiration of this Agreement or by reason of default by Tenant, Tenant shall promptly vacate the Premises, removing all items of personal property and leaving the Premises in good and clean order, reasonable wear

and tear excepted. If Tenant fails to vacate, the Landlord may bring an action for possession and damages, including reasonable attorneys' fees.

## 20. **REPAIRS AND ALTERATIONS.**

- A. **In General.** Except as provided by law, Tenant shall not make any repairs or alterations to the Premises without the prior written consent of Landlord and the homeowners association, if applicable. Repairs and alterations include but are not limited to painting, wallpapering, demolition, carpentry, installation of fixtures, or any other changes to the Premises. Any repairs or alterations that Tenant performs with approved consent must conform to a professional standard of quality. Any repairs or alterations performed by Tenant shall become the property of Landlord, and Tenant shall not be entitled to any compensation for such repairs or alterations.
- B. **Keys and Security Systems.** Per Va. Code § 55.1-1229(D), Tenant may install within the Premises new security systems that Tenant may believe necessary to ensure Tenant's safety, including chain latch devices approved by Landlord and fire detection devices, provided that:
- i. installation does no permanent damage to any part of the Premises;
  - ii. a duplicate of all keys and instructions for the operation of all devices are given to Landlord; and
  - iii. upon termination of the tenancy, Tenant is responsible for payment to Landlord for reasonable costs incurred for the removal of all such devices and repairs to all damaged areas.
- C. **Mold Remediation.** Per Va. Code § 55.1-1231, where a mold condition in the Premises materially affects the health or safety of any tenant or authorized occupant, Landlord may require Tenant to temporarily vacate the Premises in order for Landlord to perform mold remediation in accordance with professional standards as defined in Va. Code § 55.1-1200 for a period not to exceed 30 days. Landlord shall provide Tenant with either a comparable dwelling unit, as selected by Landlord, at no expense or cost to Tenant, or a hotel room at no expense or cost to Tenant. Tenant shall continue to be responsible for payment of rent under this Agreement during the period of any temporary relocation and for the remainder of the Agreement Term following the remediation. Nothing in this section shall be construed as entitling Tenant to a termination of a tenancy where or when Landlord has remediated a mold condition in accordance with professional standards as defined in Va. Code § 55.1-1200. Landlord shall pay all costs of the relocation and the mold remediation, unless the mold is a result of the Tenant's failure to comply with this Agreement or law. Notwithstanding the foregoing, Landlord and Tenant may agree in writing to terminate this Agreement.
- D. **Carbon Monoxide Alarm.** Per Va. Code § 55.1-1229, upon written request of Tenant, Landlord shall install a carbon monoxide alarm in the Premises within 90 days. Landlord may charge Tenant a

reasonable fee to recover the costs of the equipment and labor for such installation. Landlord's installation of a carbon monoxide alarm shall be in compliance with the Uniform Statewide Building Va. Code (Va. Code § 36-97 et seq.).

**21. BEHAVIOR OF GUESTS.**

- A. Tenant is responsible for the behavior of Tenant's guests and invitees. Tenant shall comply with all rules and regulations of Landlord and the homeowners association, if applicable. Tenant and Tenant's guests and invitees shall not use the Premises or any common areas on the property in such a manner that:
- i. violates any law or ordinance, including laws prohibiting the use, possession, or sale of illegal drugs;
  - ii. damages the Premises, common areas, or surrounding property; or
  - iii. disturbs the peace and quiet of any other tenant or nearby resident.
- B. Per Va. Code § 55.1-1246, Landlord may bar a guest or invitee of Tenant from the Premises upon written notice served personally upon the guest or invitee of Tenant for conduct on Landlord's property where the Premises is located which violates the terms and conditions of this Agreement, a local ordinance, or a state or federal law. A copy of the notice must be served upon Tenant in accordance with this Agreement. The notice shall describe the conduct of the guest or invitee which is the basis for Landlord's action. Landlord may also apply to the magistrate for a warrant for trespass, provided the guest or invitee has been served in accordance with this section. Tenant may file a Tenant's assertion, in accordance with Va. Code § 55-248.27, requesting that the general district court review the Landlord's action to bar the guest or invitee.

**22. RULES AND REGULATIONS.** Per Va. Code § 55.1-1228:

- A. Landlord may adopt rules or regulations concerning Tenant's use and occupancy of the Premises. Any such rule or regulation is enforceable against Tenant only if:
- i. its purpose is to promote the convenience, safety, or welfare of Tenants in the Premises; preserve Landlord's property from abusive use; or make a fair distribution of services and facilities held out for the tenants generally;
  - ii. it is reasonably related to the purpose for which it is adopted;
  - iii. it applies to all tenants in the property in a fair manner;
  - iv. it is sufficiently explicit in its prohibition, direction, or limitation of Tenant's conduct to fairly inform Tenant of what Tenant must or must not do to comply;
  - v. it is not for the purpose of evading the obligations of Landlord; and
  - vi. Tenant has been provided with a copy of the rules and

regulations or changes thereto at the time Tenant entered into this Agreement or when the rules and regulations are adopted.

- B. A rule or regulation adopted, changed, or provided to Tenant after Tenant enters into this Agreement shall be enforceable against Tenant if reasonable notice of its adoption or change has been given to Tenant and it does not work a substantial modification of Tenant's bargain. If a rule or regulation is adopted or changed after Tenant enters into this Agreement that does work a substantial modification of Tenant's bargain, it shall not be valid unless Tenant consents to it in writing.

23. **FORECLOSURE OF PREMISES.** Per Va. Code § 55.1-1237:

- A. If the Premises is a single-family residence, Landlord shall give written notice to Tenant or any prospective tenant of the Premises that Landlord has received a notice of a mortgage default, mortgage acceleration, or foreclosure sale relative to the loan on the Premises within five business days after written notice from the lender is received by Landlord. This requirement shall not apply to any managing agent who does not receive a copy of such written notice from the lender or if Tenant or prospective tenant provides a copy of the written notice from the lender to Landlord or the managing agent.
- B. If Landlord fails to provide the notice required by this section, Tenant shall have the right to terminate this Agreement upon written notice to Landlord at least five business days prior to the effective date of termination. If Tenant terminates this Agreement, Landlord shall make disposition of Tenant's security deposit in accordance with law or the provisions of this Agreement, whichever is applicable.

24. **EXTENDED ABSENCES.** Per Va. Code § 55.1-1249, Tenant shall notify Landlord in advance if Tenant will be away from the Premises in excess of seven or more consecutive days. During such absences, Landlord may enter the Premises as reasonably necessary to protect Landlord's possessions and property.

25. **ABANDONMENT.** Per Va. Code § 55.1-1249, if Tenant abandons the Premises, this Agreement shall terminate as of the date of abandonment. If Landlord cannot determine whether Tenant has abandoned the Premises, Landlord shall serve written notice to Tenant in accordance with this Agreement requiring Tenant to give written notice to Landlord within seven days that Tenant intends to remain in occupancy of the Premises. If Tenant gives such written notice to Landlord, or if Landlord otherwise determines that Tenant remains in occupancy of the Premises, Landlord shall not treat the Premises as having been abandoned. Unless Landlord receives written notice from Tenant or otherwise determines that Tenant remains in occupancy of the Premises, upon the expiration of seven days from the date of Landlord's notice to Tenant, there shall be rebuttable presumption that the Premises has been abandoned by Tenant. Landlord shall have a claim for rent as would have accrued until the expiration of the Agreement Term or until a tenancy pursuant to a new rental agreement commences, whichever first occurs; provided that nothing herein contained shall diminish the duty of

Landlord to mitigate actual damages for breach of this Agreement.

**26. PERSONAL PROPERTY.**

- A. **Abandonment.** Per Va. Code § 55.1-1254, if any items of personal property are left in the Premises, on the property, or in any storage area provided by Landlord, after this Agreement has terminated and delivery of possession has occurred, Landlord may consider such property to be abandoned. Landlord may dispose of the property so abandoned as Landlord sees fit or appropriate, provided Landlord has:
- i. given a termination notice to Tenant, which includes a statement that any items of personal property left in Premises would be disposed of within the 24-hour period after termination;
  - ii. given written notice to the Tenant in accordance with Va. Code § 55.1-1249, which includes a statement that any items of personal property left in the Premises would be disposed of within the 24-hour period after expiration of the seven-day notice period; or
  - iii. given a separate written notice to Tenant, which includes a statement that any items of personal property left in the Premises would be disposed of within 24 hours after expiration of a 10-day period from the date such notice was given to the Tenant.

Any written notice to Tenant shall be given in accordance with this Agreement. Tenant shall have the right to remove Tenant's personal property from the Premises at reasonable times during the 24-hour period after termination or at such other reasonable times until Landlord has disposed of the remaining personal property of Tenant.

During the 24-hour period and until Landlord disposes of the remaining personal property of Tenant, Landlord shall not have any liability for the risk of loss for such personal property. If Landlord fails to allow reasonable access to Tenant to remove Tenant's personal property as provided in this section, Tenant shall have a right to injunctive or other relief as provided by law. If Landlord receives any funds from any sale of abandoned property as provided in this section, Landlord shall pay such funds to the account of Tenant and apply same to any amounts due Landlord by Tenant, including the reasonable costs incurred by the Landlord in selling, storing or safekeeping such property. If any such funds are remaining after application, the remaining funds shall be treated as a security deposit under the provisions of Va. Code § 55.1-1226. The provisions of this section shall not be applicable if Landlord has been granted a writ of possession for the Premises in accordance with Title 8.01 and execution of such writ has been completed pursuant to § 8.01-470 (i.e. eviction).

- B. **Deceased Tenant.** Per Va. Code § 55.1-1256, if Tenant, who is the sole tenant of the Premises, dies and there is no person authorized by order of the circuit court to handle probate matters for the deceased

Tenant, the Landlord may dispose of the personal property left in the Premises, or in a storage area provided by Landlord, provided Landlord has given at least 10 days' written notice to:

- i. the person identified in the rental application, lease agreement, or other landlord document as the authorized person to contact in the event of the death or emergency of Tenant; or
- ii. Tenant in accordance with Va. Code § 55.1-1202 if no such person is identified in the rental application, lease agreement, or other document as the authorized contact person.

The notice given under (i) or (ii) above shall include a statement that any items of personal property left in the Premises will be treated as abandoned property and disposed of in accordance with the provisions of Va. Code § 55.1-1254, if not claimed within 10 days. Authorized occupants, or guests, or invitees are not allowed to occupy the Premises after the death of the sole remaining tenant and shall vacate the Premises prior to the end of the 10-day period.

- C. **Eviction.** In the event of an unlawful detainer or ejection, Tenant's personal property shall be disposed of as provided by Va. Code § 55.1-1255.

## 27. **QUIET ENJOYMENT AND LANDLORD'S RIGHT TO ACCESS.**

- A. **Tenant Shall Not Withhold Consent.** Per Va. Code § 55.1-1229, Tenant shall not unreasonably withhold consent to Landlord to enter into the Premise in order to inspect the Premises; make necessary or agreed-upon repairs, decorations, alterations or improvements; supply necessary or agreed-upon services; or exhibit the Premises to prospective or actual purchasers, mortgagees, tenants, workmen, or contractors.
- B. **Violation by Tenant.** If, upon inspection of the Premises during the Agreement Term, Landlord determines there is a violation by Tenant of Va. Code § 55.1-1227 or this Agreement materially affecting health and safety that can be remedied by repair, replacement of a damaged item, or cleaning in accordance with Va. Code § 55.1-1248, Landlord may make such repairs and send Tenant an invoice for payment. If, upon inspection of the Premises during the Agreement Term, Landlord discovers a violation of this Agreement, the Virginia Residential Landlord and Tenant Act, or other applicable law, Landlord may send a written notice of termination pursuant to Va. Code § 55.1-1245. If this Agreement so provides and if Tenant without reasonable justification declines to permit Landlord or managing agent to exhibit the Premises for sale or lease, Landlord may recover damages, costs, and reasonable attorney fees against Tenant.
- C. **Emergency.** Landlord may enter the Premises without consent of Tenant in case of emergency. Landlord shall not abuse the right of access or use it to harass Tenant.
- D. **Minimum Notice Period.** Except in case of emergency or if it is impractical to do so, Landlord shall give Tenant notice of Landlord's

intent to enter and may enter only at reasonable times. Unless impractical to do so, Landlord shall give Tenant at least **24-hours' notice** of routine maintenance to be performed that has not been requested by Tenant. If Tenant makes a request for maintenance, Landlord is not required to provide notice to Tenant.

28. **FORCE MAJEURE.** If Landlord or Tenant cannot reasonably perform its obligations under this Agreement because of a natural disaster, war, terrorist activities, civil commotion, an act of God, or any other event beyond Landlord's or Tenant's control (except for non-availability of funds), the party shall not be in breach of this Agreement if the party diligently performs the obligations after the end of the force majeure event. The non-performing party shall give written notice to the other party as soon as practicable in the event of non-performance due to a force majeure event.
29. **ASSIGNMENT, SUBLEASE, AND RELEASE.** Tenant shall not sublet any part of the Premises or assign this Agreement without the prior written consent of Landlord. Per Va. Code § 55.1-1204(F), Landlord shall within 10 business days of receipt by him of the written application of the prospective sublessee or assignee on a form to be provided by Landlord, approve or disapprove the sublessee or assignee. Failure of the Landlord to act within 10 business days shall be deemed evidence of Landlord's approval. Unless Landlord issues Tenant a written release, Tenant shall not be released from this Agreement for any reason including but not limited to school withdrawal or transfer, business or employment transfer, loss of employment, marriage, divorce, separation, or bad health, with the exception of certain military service members, victims of domestic violence, and any other exceptions as may be permitted under federal and/or state law. Landlord may charge Tenant a reasonable administrative fee for any assignment, sublet, or release.
30. **GROUND FOR TERMINATION OF THE TENANCY.**
- A. **Termination by Landlord.** Landlord may terminate this Agreement if:
- i. Tenant or Tenant's occupants, guests, or invitees fail to comply with any term of this Agreement;
  - ii. Tenant misrepresents any material fact on Tenant's rental application;
  - iii. Tenant commits a violation of Va. Code § 55.1-1227 materially affecting health and safety;
  - iv. Tenant refuses lawful access to Landlord per Va. Code § 55.1-1210;
  - v. the Premises is damaged or destroyed by fire or casualty to an extent that Tenant's enjoyment of the Premises is substantially impaired or required repairs can only be accomplished if Tenant vacates the Premises, per Va. Code § 55.1-1240;
  - vi. there is a material noncompliance by Tenant with this Agreement or a violation of Va. Code § 55.1-1227 materially affecting health and safety, per Va. Code § 55.1-1245; or

vii. otherwise provided by law.

**B. Termination By Tenant.** Tenant may terminate this Agreement if:

- i. Landlord fails to deliver possession of the Premises due to willful delay, per this Agreement or law;
- ii. Tenant has not yet taken possession of the Premises and there is visible evidence of mold in areas readily accessible within the interior of the Premises, per Va. Code § 55.1-1215;
- iii. Landlord makes an unlawful entry or a lawful entry in an unreasonable manner or makes repeated demands for entry otherwise lawful but which have the effect of unreasonably harassing Tenant, per Va. Code § 55.1-1210;
- iv. the Premises is located adjacent to a military air installation and Tenant did not receive proper notice, per Va. Code § 55.1-1217;
- v. the Premises was previously used to manufacture methamphetamine and Tenant did not receive property notice, per Va. Code § 55.1-1219;
- vi. Landlord materially fails to comply with any provision of this Agreement or the Virginia Residential Landlord and Tenant Act materially affecting health and safety within 21 days after delivery of written notice by Tenant specifying the noncompliance and indicating the intention of Tenant to terminate this Agreement in 30 days by reason thereof, per Va. Code § 55.1-1234;
- vii. Tenant is a member of the armed forces or national guard who qualifies for termination of a lease, per Va. Code § 55.1-1235;
- viii. Tenant is a victim of sexual abuse or sexual assault, per Va. Code § 55.1-1236;
- ix. the Premises is damaged or destroyed by fire or casualty to an extent that Tenant's enjoyment of the Premises is substantially impaired or required repairs can only be accomplished if Tenant vacates the Premises, per Va. Code § 55.1-1240;
- x. Landlord unlawfully removes or excludes Tenant from the Premises or willfully diminishes services per Va. Code § 55.1-1243; or
- xi. otherwise provided by law.

**31. INSURANCE AND LIABILITY.**

- A. **General.** Landlord's insurance does not cover Tenant's personal possessions in the event of loss or damage due to fire, windstorm, flood, theft, vandalism, or other similar cause. If Tenant desires to insure personal possessions or to insure against Tenant's personal liability, Tenant should obtain renters insurance. Tenant's insurance shall be the primary insurance responsible for payment in the event of

a loss, and Tenant or Tenant's insurance company will reimburse Landlord or Landlord's insurance company, if necessary. Tenant shall only be liable for personal injury or property damage caused by the negligence or willful acts of Tenant. Landlord shall only be liable for personal injury or property damage caused by the negligence or willful acts of Landlord.

**B. Renters Insurance.** Per Va. Code § 55.1-1206, Landlord may require as a condition of tenancy that Tenant have renters insurance that is a combination multi-peril policy containing fire, miscellaneous property, and personal liability coverage insuring personal property. Landlord may require Tenant to pay for the cost of coverage for such insurance obtained by the Landlord. As provided in Va. Code § 55.1-1200, such payments shall not be deemed a security deposit, but shall be rent. If Landlord requires that such coverage be paid prior to the commencement of the tenancy, the total amount of all security deposits, insurance coverage for damage insurance, and insurance coverage for renters insurance shall not exceed the amount of two months' periodic rent. Otherwise, Landlord may add a monthly amount as additional rent to recover the costs of such insurance coverage. Landlord shall notify Tenant in writing that Tenant has the right to obtain a separate policy from Landlord's policy for renters insurance. If Tenant elects to obtain a separate policy, Tenant shall submit to Landlord written proof of such coverage and shall maintain such coverage at all times during the Agreement Term. If Tenant allows Tenant's renters insurance policy required by this Agreement to lapse for any reason, Landlord may provide any Landlord's renters insurance coverage to Tenant. Tenant shall be obligated to pay for the cost of coverage for such insurance as rent or as otherwise provided herein until Tenant has provided written documentation to Landlord showing that Tenant has reinstated Tenant's own renters insurance coverage. Where Landlord obtains renters insurance coverage on behalf of Tenant, the insurance policy shall provide coverage for Tenant as an insured. Landlord shall recover from Tenant the actual costs of such insurance coverage and may recover administrative or other fees associated with the administration of a renters insurance program, including Tenant opting out of the insurance coverage provided to Tenant. If Landlord obtains renters insurance for Tenant, Landlord shall provide to Tenant, prior to execution of this Agreement, a summary of the insurance policy prepared by the insurer or certificate evidencing the coverage being provided and upon request of Tenant make available a copy of the insurance policy.

32. **SUBORDINATION.** This Agreement is subordinate to any existing or future mortgages or deeds of trust.

33. **RELEASE OF TENANT INFORMATION TO THIRD PARTIES.** Per Va. Code § 55.1-1209:

A. Landlord shall not release information about Tenant to a third party unless:

i. Tenant has given prior written consent;

- ii. the information is a matter of public record as defined in Va. Code § 2.2-3701;
- iii. the information is a summary of Tenant's rent payment record, including the amount of Tenant's periodic rent payment;
- iv. the information is a copy of a material noncompliance notice that has not been remedied or, termination notice given to Tenant under Va. Code § 55.1-1245 and Tenant did not remain in the Premises thereafter;
- v. the information is requested by a local, state, or federal law-enforcement or public safety official in the performance of his duties;
- vi. the information is requested pursuant to a subpoena in a civil case;
- vii. the information is requested by a local commissioner of the revenue in accordance with Va. Code § 58.1-3901;
- viii. the information is requested by a contract purchaser of Landlord's property; provided the contract purchaser agrees in writing to maintain the confidentiality of such information;
- ix. the information is requested by a lender of Landlord for financing or refinancing of the property;
- x. the information is requested by the commanding officer, military housing officer, or military attorney of Tenant;
- xi. The third party is the landlord's attorney or Landlord's collection agency;
- xii. the information is otherwise provided in the case of an emergency;
- xiii. the information is requested by Landlord to be provided to the managing agent, or a successor to the managing agent; or
- xiv. the information is requested by an employee or independent contractor of the United States to obtain census information pursuant to federal law.

B. Any information received by Landlord pursuant to § 55.1-1203 (i.e. id, SSN, victim info) shall remain a confidential tenant record and shall not be released to any person except in response to a subpoena.

C. Tenant may request a copy of Tenant's records in paper or electronic form. If this Agreement so provides, Landlord may charge Tenant requesting more than one copy of Tenant's records the actual costs of preparing copies of such records. However, if Landlord makes available tenant records to each tenant by electronic portal, Tenant shall not be required to pay for access to such portal.

34. **EMINENT DOMAIN.** If any part of the Premises is condemned through power of eminent domain, this Agreement shall end and all condemnation proceeds

shall belong to Landlord.

**35. NOTICES AND AUTHORITY TO RECEIVE LEGAL PAPERS.**

- A. **Electronic Notice Authorized.** Per Va. Code § 55.1-1202, Landlord and Tenant hereby consent to sending and receiving notices in electronic form (i.e. email). Any notice required by law or this Agreement may be sent electronically. Any tenant who so requests may elect to send and receive notices in paper form. If electronic delivery is used, the sender shall retain sufficient proof of the electronic delivery, which may be an electronic receipt of delivery, a confirmation that the notice was sent by facsimile, or a certificate of service prepared by the sender confirming the electronic delivery.
- B. **Required Notices.** Landlord shall provide the following to Tenant, if applicable:
- i. notice of a mortgage default, mortgage acceleration, or foreclosure sale relative to the loan on the Premises, per Va. Code § 55.1-1237;
  - ii. the name, address, and telephone number of any purchaser of the Premises, per Va. Code § 55.1-1216;
  - iii. written notice of any defective drywall, per Va. Code § 55.1-1218;
  - iv. notice of condominium conversion, per Va. Code §§ 55.1-1900 et seq., 55.1-2100 et seq., or 55.1-1410;
  - v. written notice no less than forty-eight hours prior to Landlord's application of an insecticide or pesticide in the Premises, per Va. Code § 55.1-1223; or
  - vi. as otherwise provided under Virginia law.
- C. **Addresses.** Landlord, any person managing the Premises, and anyone designated by Landlord are authorized to accept service of process and receive other notices and demands at Landlord's address listed below. Unless otherwise specified in this Agreement or required under law, all notices required under this Agreement shall be in writing and shall be delivered to the other party personally, or sent by first class mail, postage prepaid, or securely and conspicuously posted, as follows:
- i. To Tenant: the Premises, or at Tenant's last known address
  - ii. To Landlord: [{PropertyManagerEntity}](#),  
[{PropertyManagerAddress}](#)
- D. **Resident Agent.** Per Va. Code § 55.1-1211, any nonresident person of the Commonwealth who owns and leases residential real property consisting of four or more units within the Commonwealth shall have and continuously maintain an agent who is a resident and maintains a business office within the Commonwealth.

**36. ADDITIONAL PROVISIONS.** Additional provisions are as follows:  
[{AdditionalProvisions}](#)

37. **ATTORNEYS' FEES.** In any action or legal proceeding to enforce any part of this Agreement, the prevailing party shall recover damages, reasonable attorneys' fees, and costs.
38. **WAIVER.** The failure by Landlord to insist in any one or more cases upon strict performance of any of the terms and conditions of this Agreement shall not be construed as a waiver or a relinquishment for the future of any such term or condition of this Agreement.
39. **HEADINGS.** The section headings contained in this Agreement are for reference purposes only and shall not in any way affect the meaning or interpretation of this Agreement.
40. **ELECTRONIC TRANSACTIONS.** Landlord and Tenant hereby consent to execution of this Agreement by electronic signature.
41. **VALIDITY OF EACH PART.** If any portion of this Agreement is held to be invalid or unenforceable, the remaining provisions shall continue to be valid and enforceable.
42. **COPIES OF AGREEMENT; STATEMENT OF TENANT'S RIGHTS AND RESPONSIBILITIES.** Landlord shall provide Tenant with an executed copy of this Agreement and the statement of tenant rights and responsibilities within one month of the effective date, per Va. Code § 55.1-1204(H). Per Va. Code § 55.1-1207, if Landlord does not sign and deliver a written rental agreement signed and delivered to Landlord by Tenant, acceptance of rent without reservation by Landlord gives the rental agreement the same effect as if it had been signed and delivered by Landlord. If Tenant does not sign and deliver a written rental agreement signed and delivered to Tenant by Landlord, acceptance of possession or payment of rent without reservation gives the rental agreement the same effect as if it had been signed and delivered by Tenant. If a rental agreement given effect pursuant to this section provides for a term longer than one year, it is effective for only one year.
43. **ENTIRE AGREEMENT.** This Agreement constitutes the entire agreement between Landlord and Tenant. No promises or representations, other than those contained herein or implied by law, have been made by Landlord or Tenant. Any addendum or modification to this Agreement must be in writing and signed by Landlord and Tenant.

Effective as of the date first set forth above.

{SignatureBlock\_ALL\_Signatures+Date+Emails}