

# Virginia Residential Lease Agreement

Prepared with Signathing. Roles: Landlord, Tenant.

## 1. Parties and premises

Landlord (name): \_\_\_\_\_

Tenant(s) (name): \_\_\_\_\_

Premises address: \_\_\_\_\_

The Landlord leases the Premises to the Tenant for residential use only. No more than the persons named in the application may live there without the Landlord's written consent.

## 2. Term

Lease starts (date): \_\_\_\_\_

Lease ends (date), or write month-to-month: \_\_\_\_\_

If the Tenant stays after the end date with the Landlord's consent and no new lease is signed, the tenancy continues month to month on the same terms, and either party may end it with 30 days' written notice.

## 3. Rent

Monthly rent (\$): \_\_\_\_\_

Due on the (day) of each month: \_\_\_\_\_

How rent is paid (check, transfer, portal): \_\_\_\_\_

Rent not received within five days after the due date carries a late fee as written here, if any. A returned payment is treated as unpaid rent plus the bank's returned-item cost.

Late fee after 5 days (\$, or 0): \_\_\_\_\_

## 4. Security deposit

Security deposit (\$): \_\_\_\_\_

Within 45 days after the tenancy ends or the Tenant vacates, whichever is later, the Landlord sends the deposit to the forwarding address the Tenant provides, with a written notice itemizing any deductions for unpaid rent, damage beyond ordinary wear and other lawful charges, and holds the deposit in escrow until the Tenant provides a forwarding address. The deposit may not exceed two months' periodic rent.

Deposit held at (bank name, if the state requires a separate account): \_\_\_\_\_

## 5. Utilities and services

Paid by Landlord: \_\_\_\_\_

Paid by Tenant: \_\_\_\_\_

## 6. Condition, maintenance and repairs

Both parties complete a move-in inspection checklist within three days of the start date. The Tenant keeps the Premises clean and safe, reports needed repairs promptly, and pays for damage caused by the Tenant or guests. The Landlord keeps the structure, plumbing, heating, electrical and supplied appliances in working order and makes repairs within a reasonable time after notice.

## 7. Use, pets and smoking

Pets allowed (describe, or none): \_\_\_\_\_

Smoking: \_\_\_\_\_

Choices: Not permitted anywhere / Outdoors only / Permitted

No business that brings customers to the Premises, no illegal activity, and nothing that disturbs neighbors or voids the Landlord's insurance.

## 8. Entry

The Landlord gives notice before entering and enters only at reasonable times, gives at least 72 hours' notice before routine maintenance the Tenant did not request, and needs no notice in an emergency or when the Tenant asked for the work.

## 9. Ending the lease and default

Either party ends a month-to-month tenancy with written notice served at least 30 days before the next rent due date, unless the lease sets a different period. If rent is unpaid or a term is broken, the Landlord gives the written notice Virginia law requires before ending the tenancy, and the Tenant is responsible for rent through the end of the term unless the Premises is re-rented sooner.

## 10. Other terms

Additional terms (or none): \_\_\_\_\_

This lease is the whole agreement. Changes must be in writing and signed by both parties. If a part is unenforceable, the rest stands. Each party has read and received a copy.

## 11. Disclosures

The Landlord initials each item below to confirm it was given to the Tenant with this lease, or marks it not applicable.

- ☐ Lead-based paint and hazards, for a building built before 1978, with the EPA pamphlet (42 U.S.C. 4852d)
- ☐ Name and address of the person authorized to manage the Premises and of the owner or a person authorized to act for the owner, in writing at or before the start of the tenancy (Va. Code 55.1-1216)
- ☐ The Statement of Tenant Rights and Responsibilities, given with this lease, and a copy of the signed lease within 10 business days (Va. Code 55.1-1204)
- ☐ A written move-in report itemizing existing damage within five days after occupancy (Va. Code 55.1-1214)
- ☐ A fee disclosure on the first page itemizing the deposit, the rent per period and any one-time charges due before the start date (Va. Code 55.1-1204.1)

**Signatures**

**Landlord**

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Date

\_\_\_\_\_  
Printed name

**Tenant**

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Date

\_\_\_\_\_  
Printed name