

Virginia Residential Lease Agreement

This is a legally binding contract. If not fully understood, seek competent legal advice before signing.



THE MLS THAT DOES MORE

Virginia Residential Lease Agreement

ML# _____

This Virginia Residential Lease Agreement (the "Lease") is made effective as of _____ (the "Effective Date"), by and between the parties identified below.

1. PARTIES.

(a) Landlord: _____ ("Landlord").

Landlord mailing address: _____.

Landlord phone/email (optional): _____.

(b) Tenant(s): _____ (collectively,

"Tenant"). Tenant current address (if different): _____.

Tenant phone/email

(optional): _____.

2. PREMISES.

(a) Address. Landlord leases to Tenant the residential dwelling located at:

_____, Virginia

(the "Premises").

(b) Type (check one).

Single-family home

Apartment

Condominium

Townhouse

Other:

(c) **Included areas/items (if any).** Parking space(s) _____, storage unit(s) _____, and common areas made available under applicable rules and policies.

3. TERM; RENEWAL; HOLDOVER.

(a) **Lease Term (12 months).** The Lease term begins on _____ and ends on _____ (the "Term"), unless earlier terminated in accordance with this Lease or applicable Virginia law.

(b) **Renewal.** Any renewal or extension must be in a written agreement signed by Landlord and Tenant, unless a different method is required or permitted by applicable law.

(c) **Holdover.** If Tenant remains in possession after the Term ends and Landlord accepts rent, then, to the extent permitted by Virginia law, the tenancy will become month-to-month on the same terms (except rent, if lawfully increased with required notice), unless the parties sign a different written agreement.

4. RENT; PAYMENT TERMS; FEES.

(a) **Monthly Rent.** Tenant will pay rent of \$ _____ per month, due on the _____ day of each month, payable to: _____, at: _____, or via: _____.

(b) **Prorated Rent.** If the Term begins on a day other than the first of the month, prorated rent of \$ _____ is due on _____.

(c) **Returned/Rejected Payments.** Tenant will pay a returned/rejected payment fee of \$ _____ per occurrence (or the maximum allowed by applicable law, if less), plus any allowable charges assessed by the payment processor/financial institution to the extent permitted by law.

(d) **Late Fee.** If rent is not received by _____ (time) on the _____ day of the month, a late fee of \$ _____ will be assessed (plus \$ _____ per day thereafter, if applicable), as agreed liquidated damages and not as a penalty, and only to the extent permitted by applicable Virginia law. No late fee will be charged on amounts other than rent unless permitted by law and expressly agreed in writing.

5. SECURITY DEPOSIT (VIRGINIA COMPLIANCE).

(a) Deposit Amount. Upon signing, Tenant will pay a security deposit of \$ _____ (the "Deposit").

(b) Permitted Uses. The Deposit may be applied to (i) unpaid rent and other amounts due under this Lease to the extent permitted by applicable law; (ii) unpaid utilities that Tenant is responsible to pay under this Lease, if unpaid amounts are lawfully chargeable to Tenant; (iii) damages to the Premises beyond ordinary wear and tear; (iv) reasonable costs of cleaning necessary to return the Premises to the condition at move-in (ordinary wear and tear excepted); and (v) other lawful charges as allowed by applicable Virginia law and this Lease.

(c) Itemized Deductions; Return Timing. Within forty-five (45) days after Tenant vacates, returns possession of the Premises to Landlord, and provides a forwarding address, Landlord will deliver to Tenant (at Tenant's forwarding address, or if none is provided, at Tenant's last known address) an itemized statement of deductions and any remaining Deposit, as required by applicable Virginia law. If applicable Virginia law permits additional time in specified circumstances, Landlord may use such additional time only as permitted by law and will provide any required notice.

6. UTILITIES; SERVICES.

(a) Tenant Responsibility. Tenant is responsible for payment of:

electric
gas
water
sewer
trash
internet/cable
other: _____

(b) Landlord Responsibility. Landlord is responsible for:

electric
gas
water
sewer
trash
other: _____

(c) Shared/Not Separately Metered Utilities; Allocation Disclosure (if applicable). If any utility/service is shared or not separately metered, the allocation method is: . Tenant will not be charged more than Tenant's proportionate share of the actual cost billed to Landlord for the applicable service, and Landlord will provide any disclosures required by applicable Virginia or local law.

7. OCCUPANCY; GUESTS; USE; ASSIGNMENT/SUBLETTING; PETS; MAINTENANCE; ACCESS; INSURANCE; DEFAULT; NOTICES.

The following terms apply throughout the Term and any renewal, extension, or holdover (to the extent permitted by applicable Virginia law, including the Virginia Residential Landlord and Tenant Act ("VRLTA"), if applicable):

(a) Occupants; Authorized Residents. Only the following persons may reside at the Premises as occupants ("Authorized Residents"):

- (i) the Tenant(s) signing this Lease; and
- (ii) the following additional occupants, if any: .

No other person may reside at the Premises without Landlord's prior written consent. Tenant will promptly notify Landlord of any change in occupancy. Any unauthorized occupant is a material violation of this Lease, subject to applicable law.

(b) Guests. Guests are permitted for short visits only and must comply with this Lease and all rules. Unless Landlord agrees otherwise in writing, no guest may stay more than fourteen (14) consecutive days or more than thirty (30) total days in any twelve (12) month period. Tenant is responsible for the conduct of guests and any damage or violations caused by guests.

(c) Use; Conduct; Illegal Activity; Nuisance. The Premises will be used and occupied only as a private residence. Tenant will not:

- (i) use the Premises for unlawful purposes;
- (ii) engage in, permit, or facilitate criminal activity on or near the Premises;
- (iii) disturb neighbors or create a nuisance;
- (iv) damage, misuse, or waste the Premises; or
- (v) violate any applicable federal, state, or local laws and ordinances, or any reasonable rules for the Premises and any community/common areas that are provided to Tenant.

(d) Smoking Policy (check one).

No smoking or vaping anywhere in the Premises or common areas.

Smoking/vaping permitted only in the following areas: _____.

Tenant is responsible for smoke-related damage, deodorizing, and cleaning beyond ordinary wear and tear, to the extent permitted by law.

(e) Rules; Policies; HOA/Condominium (if applicable). Tenant will comply with Landlord's reasonable written rules/policies and any applicable homeowners'/condominium association rules provided to Tenant (as amended from time to time upon reasonable notice), provided such rules do not materially conflict with this Lease or applicable law. If fines/charges are assessed against Landlord due to Tenant's violation of applicable rules, Tenant will reimburse Landlord upon demand as additional rent, to the extent permitted by law.

(f) Assignment; Subleasing; Short-Term Rentals. Tenant will not assign this Lease, sublet any portion of the Premises, advertise or offer the Premises for rent, or grant any license or concession to use the Premises (including, without limitation, Airbnb/VRBO or other short-term rental arrangements) without Landlord's prior written consent. Any attempted assignment or sublease without consent is void and constitutes a material breach. If Landlord consents, Tenant remains liable for all obligations under this Lease unless Landlord expressly releases Tenant in writing.

(g) Pets; Animals.

(i) No Pets Unless Authorized. No animals, reptiles, birds, fish, or pets of any kind will be kept at the Premises or in common areas without Landlord's prior written consent, except as required by applicable law for Assistance Animals (defined below).

(ii) Authorized Pets (if approved). If Landlord approves a pet in writing, the approval may be conditioned on compliance with pet rules and payment of the following (if any): non-refundable pet fee \$ _____; additional security deposit (refundable) \$ _____; and/or monthly pet rent \$ _____.
Approved pet(s): _____.

(iii) Pet Rules. Tenant will ensure any approved animal: is properly licensed and vaccinated as required by law; does not create noise, nuisance, odor, unsanitary conditions, or safety issues; is not left unattended in a manner that disturbs others; is kept on a leash in common areas; and waste is promptly removed and disposed of properly. Landlord may revoke pet permission for repeated violations after written notice and a reasonable opportunity to cure, except as prohibited by law.

(iv) Damage; Cleaning; Indemnity. Tenant is responsible for all damage, cleaning, deodorizing, fumigation, parasite treatment, and/or replacement costs caused by any animal (including shedding, scratches, stains, urine/feces, flea/tick treatment), whether or not the animal was authorized, and such amounts may be deducted from the Deposit to the extent permitted by law. Tenant will indemnify Landlord for claims, losses, and liabilities arising from any animal kept or brought onto the Premises, except to the extent caused by Landlord's negligence or willful misconduct.

(v) Assistance Animals; Reasonable Accommodation. Nothing in this Lease prohibits a reasonable accommodation for a service animal or other assistance animal required by applicable fair housing laws ("Assistance Animal"). Landlord may request information permitted by law to evaluate an accommodation request when the disability and/or disability-related need is not readily apparent. Landlord will not charge pet rent, pet fees, or a pet deposit for an Assistance Animal, but Tenant remains responsible for damage or cleaning caused by the Assistance Animal beyond ordinary wear and tear, to the extent permitted by law.

(h) Maintenance; Repairs; Condition; Habitability.

(i) Tenant Duties. Tenant will keep the Premises clean, sanitary, and safe; promptly dispose of trash; use all appliances, fixtures, plumbing, electrical, heating and cooling systems in a reasonable manner; and promptly notify Landlord of needed repairs, water leaks, mold, pest infestation, or unsafe conditions. Tenant will be responsible for damage caused by Tenant, occupants, guests, or animals beyond ordinary wear and tear, including damage due to failure to timely report a problem.

(ii) Landlord Duties. Landlord will deliver the Premises in a safe, clean, and habitable condition and will make repairs required by applicable law, subject to Tenant's obligations and limitations in this Lease.

(iii) Alterations; Improvements. Tenant will not paint, wallpaper, install fixtures, mount televisions, install satellite dishes, install alarm systems, install smart locks/doorbells, or make other alterations or repairs without Landlord's prior written consent. Any approved improvements become Landlord's property unless otherwise agreed in writing.

(iv) Appliances. Appliances provided (if any) are for Tenant's convenience and will be used only for their intended purpose. Tenant will be responsible for service calls caused by misuse, negligence, or failure to follow operating instructions.

(v) Damage/Destruction. If the Premises is damaged by fire, casualty, or other event not caused by Tenant such that the Premises is substantially impaired, rent will be adjusted or the Lease may be terminated as provided by applicable law; Tenant will promptly notify Landlord of such event.

(i) Landlord Entry; Access; Notice. Landlord (and Landlord's agents/contractors) may enter the Premises to inspect, make repairs, supply necessary or agreed services, address code or safety issues, show the Premises to prospective purchasers/tenants, or in connection with an emergency. Except in an emergency or if impracticable, Landlord will provide notice as required by applicable Virginia law and will enter at reasonable times. Tenant will not unreasonably withhold consent to lawful entry for repairs or showings. If Tenant abandons the Premises or in an emergency, Landlord may enter without prior notice as permitted by law.

(j) Locks; Keys; Security Devices. Tenant will not change or rekey locks or install additional locks/security devices without Landlord's prior written consent and providing Landlord with keys/codes. Tenant will be charged for lost keys or required lock changes to the extent permitted by law.

(k) Insurance; Risk of Loss. Landlord's insurance does not cover Tenant's personal property. Tenant is strongly advised to obtain renter's insurance covering personal property, liability, and additional living expenses. Renter's insurance is: (check one) ☐ recommended ☐ required. If required by Landlord, Tenant will maintain renter's insurance with minimum liability coverage of \$ per occurrence and provide proof upon request. Tenant bears risk of loss for Tenant's personal property, except to the extent caused by Landlord's negligence or willful misconduct.

(I) Default; Remedies; Attorney's Fees.

(i) Tenant Default. Any failure to pay rent when due or any material breach of this Lease is a default. If Tenant defaults, Landlord may exercise all rights and remedies available under this Lease and Virginia law, including termination of the Lease and recovery of possession through lawful court proceedings.

(ii) Additional Rent; Collections. All sums due under this Lease (including fees, utilities owed to Landlord, reimbursements, and damage charges) are deemed additional rent to the extent permitted by applicable law and may be collected as such.

(iii) Attorney's Fees and Costs. To the extent permitted by applicable law, the prevailing party in an action arising out of this Lease is entitled to recover reasonable attorney's fees, court costs, and other allowable expenses, if and to the extent such recovery is permitted and awarded under applicable law.

(m) Surrender; Move-Out; Forwarding Address. Upon move-out, Tenant will:

- (i) vacate and remove all persons and personal property;
- (ii) return all keys, remotes, and access devices;
- (iii) leave the Premises broom-clean and in substantially the same condition as at move-in, ordinary wear and tear excepted;
- (iv) repair damage caused by Tenant, occupants, guests, or animals beyond ordinary wear and tear; and
- (v) provide a written forwarding address for Deposit return and notices.

Property left behind may be treated as abandoned and handled as permitted by applicable Virginia law; Tenant may be charged for removal, storage, and disposal to the extent permitted by law.

(n) Notices. All notices under this Lease will be in writing and delivered by hand delivery, certified mail/return receipt requested, nationally recognized overnight carrier, or any other method permitted by applicable Virginia law, to the addresses stated in Section 1 (or to any updated address designated by written notice). Email/text may be used for routine communications but does not constitute formal notice unless the parties expressly agree in writing and such method is permitted by law. Time periods are calculated in accordance with applicable law.

8. VIRGINIA DISCLOSURES; ADDENDA; LOCAL REQUIREMENTS.

(a) Lead-Based Paint Disclosure (Federal). If the Premises was built before 1978, the parties must complete and sign a Lead-Based Paint Disclosure and required EPA pamphlet acknowledgment, which will be attached and incorporated.

(b) Smoke/Carbon Monoxide Alarms. Tenant acknowledges receipt of any required smoke and (if applicable) carbon monoxide alarm information/acknowledgment forms, attached and incorporated, and agrees not to disable or remove alarms.

(c) Move-In Condition Checklist. If used, the Move-In Condition Checklist signed by the parties will be attached and incorporated for purposes of documenting the condition of the Premises at move-in.

(d) Local/Other Disclosures. Any additional disclosures required by applicable federal, Virginia, or local law (including, as applicable, utility allocation disclosures for shared metering/billing) will be provided to Tenant and, if in writing, may be attached and incorporated. Nothing in this Lease waives any disclosure obligation or Tenant right under applicable law.

SIGNATURES

LANDLORD (OR LANDLORD'S AUTHORIZED
AGENT/PROPERTY MANAGER):

BY (SIGNATURE):

PRINTED NAME:

TITLE:

DATE:

TENANT(S): 1

TENANT SIGNATURE:

PRINTED NAME:

DATE:

TENANT(S): 2

TENANT SIGNATURE:

PRINTED NAME:

DATE:

OPTIONAL WITNESS:

WITNESS SIGNATURE:

PRINTED NAME:

DATE:

OPTIONAL NOTARY ACKNOWLEDGMENT: (COMMONWEALTH OF VIRGINIA)

COUNTY/CITY OF

Before me, the undersigned Notary Public, personally appeared
, who acknowledged executing the foregoing Lease on this
day of
, 20
.

NOTARY PUBLIC SIGNATURE:

PRINTED NAME:

COMMISSION EXPIRATION:

This form is provided as a courtesy to My State MLS members and is open-source for use by any real estate professional who wishes to use it. **THIS IS A LEGALLY BINDING CONTRACT. IF YOU DO NOT FULLY UNDERSTAND ITS TERMS, SEEK COMPETENT LEGAL ADVICE BEFORE SIGNING.**