

LANDLORD NOTICE REGARDING NONPAYMENT OF RENT – LEASE

This Notice is given on _____, in accordance with a residential lease (“Lease”) executed on _____, between _____ (“Tenant”) and _____ (“Landlord”) for the lease of Premises: _____ and professionally managed by _____ (“Managing Agent”). Any capitalized term used herein, but not otherwise defined, shall have the same meaning as in Lease.

Landlord gives Notice to Tenant as follows:

- 1. Tenant Default.** As of the date of this Notice, Tenant is in default under Lease for failure to make timely payment(s) of Rent and other amounts due and owed under Lease, itemized as follows: _____

_____ (“Unpaid Rent”).
- 2. 14-Day Notice.** Unless otherwise stated in this Notice, Tenant shall pay Unpaid Rent within 14 days of receipt of this Notice; otherwise, Landlord intends to terminate Lease and proceed to obtain possession of Premises as provided Section 55.1-1251 of the Virginia Residential Landlord and Tenant Act (“VRLTA”).
- 3. Virginia Rent and Mortgage Relief Program Information.** Tenant is notified of the Virginia Rent and Mortgage Relief Program (“VRMRP”) website (<https://www.virginiahousing.com/RMRP>) and telephone number (2-1-1). VRMRP administers relief for tenants experiencing financial difficulties due to the COVID-19 pandemic and offers information regarding federal, state and local rent relief programs.

Landlord will apply on Tenant’s behalf for rental assistance through VRMRP, or available federal, state, or local rental assistance program(s) for which Tenant may be eligible (“Rental Assistance”) no later than 14 days from delivery of this Notice, unless Tenant has previously applied, or is in the process of applying, for Rental Assistance. Landlord will take reasonable steps to cooperate with Tenant’s application and will provide any required documentation necessary for review of Tenant’s application.

If: (i) Tenant refuses to apply for Rental Assistance and/or refuses to cooperate with Landlord in applying for Rental Assistance on Tenant’s behalf; (ii) Landlord or Tenant do not receive written approval within 45 days (or 14 days in the case of any subsequent application by Landlord or Tenant) of when the application for Rental Assistance is made by the Tenant or Landlord; or (iii) Tenant defaults on any payment plan, as defined in Paragraph 4 below, then Landlord may take action to obtain possession of Premises as provided in Section 55.1-1251 of the VRLTA.

If Tenant does not qualify for any Rental Assistance, or there are no longer VRMRP or other federal or state relief program funds available for Rental Assistance, then this Paragraph 3 is inapplicable.

4. **Payment Options.** Landlord owns more than four rental dwelling units or more than a 10 percent interest in more than four rental dwelling units, whether individually or through a business entity, in the Commonwealth of Virginia ☐ Yes OR ☐ No.

If “Yes”, Landlord must offer Tenant a written payment plan in compliance with Section 55.1-1245 of the VRLTA (“Payment Plan”). In order to exercise this option, Tenant shall: (i) provide Landlord with a signed statement certifying that Tenant has experienced additional expenses or a loss of income due to the Governor of Virginia’s declared state of emergency in response to a communicable disease of public health threat as defined in Section 44-146.16 of the Code of Virginia; and (ii) return Payment Plan to Landlord within 14 days of receipt of this Notice. Landlord offers the attached Payment Plan Addendum.

If “No”, Landlord ☐ will OR ☐ will not consider Tenant request to enter into a voluntary payment plan or other arrangement acceptable to Landlord.

If Tenant fails to either: (i) pay Unpaid Rent; or (ii) enter into Payment Plan or an alternative payment arrangement acceptable to Landlord within 14 days of receiving this Notice, Landlord may terminate the Lease and proceed to obtain possession of Premises as provided in Section 55.1-1251 of the VRLTA.

5. **Reservation of Rights.** This Notice shall not act as a waiver of any rights or remedies of Landlord under Lease or the VRLTA. In anticipation of Tenant’s nonpayment of Rent at the times and in the amounts specified in Lease, Tenant is hereby notified that pursuant to Lease and the VRLTA, partial payment of Rent made before or after a judgment of possession is ordered will not prevent Landlord from taking action to evict Tenant. However, full payment of all amounts owed to Landlord, including all rent as contracted for in the rental agreement that is owed to Landlord as of the date payment is made, as well as any damages, money judgment, award of attorney fees, and court costs made at least 48 hours before the scheduled eviction will cause the eviction to be canceled, unless there are bases for the entry of an order of possession other than nonpayment of rent stated in the unlawful detainer action filed by Landlord.

6. **Delivery.** This Notice shall be delivered in accordance with Lease and the VRLTA.

LANDLORD (or duly authorized agent):

Date Signature

Date Signature

Date Signature

Date Signature



© 2021 Northern Virginia Association of REALTORS®, Inc.

