

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, will 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 (“Unpaid Rent”):
Past Due Rent: _____ **Late Fees:** _____
Administrative Fees: _____ **Interest:** _____
Collection Costs: _____ **Bank Charges:** _____
TOTAL UNPAID RENT (Sum of above): _____
2. **5-Day Notice.** Unless otherwise stated in this Notice, Tenant will pay Unpaid Rent within 5 days of receipt of this Notice. If Tenant does not pay Unpaid Rent or enter into a voluntary payment plan or other arrangement acceptable to Landlord (“Payment Plan”), Landlord may terminate Lease and proceed to obtain possession of Premises as provided Section 55.1-1251 of VRLTA.
3. **Optional Payment Plan.** Landlord will OR will not consider a Payment Plan request from Tenant. If Landlord will consider Tenant request, Landlord offers the attached Payment Plan Addendum, which Tenant must return to Landlord within 5 days of receipt of this Notice. If Tenant fails to either: (i) pay Unpaid Rent; or (ii) enter into Payment Plan within 5 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 VRLTA.
4. **Reservation of Rights.** This Notice will not act as a waiver of any rights or remedies of Landlord under Lease or 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 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.

LANDLORD (or duly authorized agent):

_____/_____
 Date Signature

_____/_____
 Date Signature

_____/_____
 Date Signature

_____/_____
 Date Signature