

**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 §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 (“Rental Assistance”).

In an initial application, if Landlord or Tenant does not receive written approval from the VRMRP or any other federal, state, or local rent relief program within 45 days of when a completed application for Rental Assistance is made by Landlord or Tenant, then Landlord may proceed to obtain possession of Premises as provided in §55.1-1251. For any subsequent application for Rental Assistance, if Landlord or Tenant does not receive written approval within 14 days of submission of the subsequent completed application, then Landlord may proceed to obtain possession of Premises as provided in §55.1-1251.

- 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 §55.1-1245 (“Payment Plan”). 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: (i) does not pay Unpaid Rent in full; (ii) enter into Payment Plan or an alternative payment arrangement acceptable to Landlord within 14 days of receiving this Notice; (iii) refuses to apply for Rental Assistance or refuses to cooperate with Landlord in providing information and documentation required to complete any application made by Landlord; or (iv) Tenant is determined ineligible for Rental Assistance; Landlord may terminate the Lease and proceed to obtain possession of Premises as provided in §55.1-1251.

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.

