

NOTICE REGARDING REQUEST DUE TO ECONOMIC HARDSHIP – 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”).

Landlord received Tenant’s Request Due to Economic Hardship dated _____ (“Request”). Landlord gives Notice to Tenant as follows:

(CHECK ONE)

- 1. **REQUEST DENIED.** Request is denied for the following reason(s):
 - Request would pose undue financial hardship on Landlord.
 - Landlord is unable to verify the following information in Request: _____
 - Tenant did not provide enough supporting documentation to evaluate Request.
 - Other: _____

OR

- 2. **REQUEST APPROVED.** Request is approved subject to the following terms and conditions:
 - A. **Dates of Rent deferment (“Deferment Period”):** _____ through _____.
 - B. **Monthly Rent during Deferment Period (“Deferment Period Rent”):** _____.
 Tenant remains liable for all Rent under Lease, the terms of which remain in full force and effect. Upon expiration of Deferment Period, Tenant shall pay to Landlord the aggregate difference between monthly installments of Rent and Deferment Period Rent: in equal monthly installments over the remaining Lease Term **OR** in equal monthly installments over _____ months **OR** Other: _____.
 - C. **No Adverse Action.** Provided Tenant pays Deferment Period Rent each month of Deferment Period, Landlord will not charge any Late Fee or file any notice/report with any credit bureau.
 - D. **Reservation of Rights.** Landlord’s approval of Request shall not act as a waiver of any rights or remedies of Landlord under Lease or the Virginia Residential Landlord Tenant Act (“VRLTA”). Pursuant to Lease and the VRLTA, if Tenant is in default under Lease, Landlord may accept any and all amounts owed Landlord by Tenant with reservation upon providing Tenant written notice of such acceptance. Landlord’s acceptance of Deferment Period Rent with knowledge of material non-compliance by Tenant will not constitute a waiver of Landlord’s right to terminate Lease.

In anticipation of Tenant’s nonpayment of Rent at the times and in the amounts specified in Paragraph 4 of Lease, Tenant is hereby notified that pursuant to Section 55.1-1250 of the VRLTA and Lease, any and all amounts owed to the Landlord by Tenant, including Rent, Deferment Period Rent, damages, money judgment, award of attorney fees, and court costs, are accepted with reservation and shall not constitute a waiver of Landlord’s right to evict the tenant from Premises.

LANDLORD (or duly authorized agent):

_____/_____
Date Signature

_____/_____
Date Signature

