Explore Coastal Virginia Property Management (ECVPM) Application Process

2133 Upton Drive, Suite 122, Virginia Beach VA 23454
866-757-KEYS, FAX 757-447-3668

THE RENTAL APPLICATION PROCESS

Thank you for your interest in our rental property. The following information is provided to assist you with the rental application process. Applicant acknowledges that ECVPM **represents the Owner of this property. (Please initial at the bottom of the page).**

Filling Out Your Application: A separate application is required for each adult aged 18 years and older who will reside in the property. ***Photo ID and proof of social security number is required for all applicants***. The application will be reviewed prior to processing. ***Incomplete applications will not be accepted or processed.***

The following must be submitted with your completed application:

1. Application Fee of $50 per adult. This fee is non-refundable and **must be in the form of a certified check or money order made payable to ECVPM.** We **DO NOT** accept cash or personal checks for application fees.
2. Application Deposit equal to the rent amount in a **separate certified check or money order** made payable to ECVPM. The application deposit will be refunded if your application is declined. However if the application is approved the Application Deposit is converted to Security Deposit when the lease is signed.
3. Pet Deposits are required at the time of application in certified funds or money order made payable to ECVPM.

Application Review: In addition to the information on your application the following items will be verified:

1. Income (provide a copy of your LES, 2 most recent paystubs, or 2 most recent tax returns if self-employed)
2. Outstanding Debts
3. Credit Report
4. Rental History (we require current and previous landlord information)
5. Employment History (Active Duty Military required to provide a copy of orders.)
6. Criminal background check
7. Photo of pet(s) may be required
8. Other Documentation if requested for completion of the screening process.

The property remains on the rental market and available to other prospective tenants until the lease is signed by all applicants and Explore Coastal Virginia Property Management (ECVPM)

Application Processing:

1. Gross monthly income should be at least three times the rent amount.
2. Credit information, criminal background information, employment, and any references will be verified.
3. ECVPM will consult the property owner and contact you regarding the acceptance or rejection of your application.

THE RENTAL APPLICATION MAY TAKE UP TO FIVE (5) BUSINESS DAYS TO PROCESS.

COMMITMENT TO FAIR HOUSING:

ECVPM adheres to all applicable Federal and State Fair Housing and Equal Housing Opportunity laws.Properties managed by ECVPM are offered to all prospective tenants regardless of race, color, religion,sex, handicap, familial status, elderliness, or national origin.

INITIALS:______/______

VIRGINIA REALTORS®
TENANT SELECTION CRITERIA

REALTOR®

EQUAL HOUSING OPPORTUNITY

APPLICATIONS: All Applicants must meet the criteria for acceptance set forth in this Tenant Selection Criteria. All Applicants are required to provide either a social security number or individual taxpayer identification number issued by the U.S. Internal Revenue Service in accordance with Section 55.1-1200 of the Virginia Residential Landlord and Tenant Act. In addition, all Applicants must sign the Agency Disclosure form as required by Virginia law. Supplying false, misleading, or inaccurate information, or omitting information may be grounds for disapproval.

Management complies with all federal, state and local laws including fair housing laws which prohibit discrimination based on any protected class under federal, state or local fair housing law or regulations, or the REALTOR® Code of Ethics.

INCOME: The following guidelines are used in determining sufficient income requirements for Applicants:

A. Gross income for single persons should be at least three times the amount of the rent.
B. Combined gross income for married persons should be at least three times the amount of the rent.

All income may be verified through Applicant's employer, and Applicant may be required to provide two recent pay stubs. A signed release from Applicant may be necessary to obtain this information.

CREDIT: A credit check through a local credit agency is performed on all Applicants. A history of good credit must be established. Evidence of a history of poor or delinquent credit, absence of credit, absence of gainful employment or income to meet income requirements may be grounds for disapproval. Judgments or collections that appear on the report may be cause for rejection of Applicant. Any Applicant with a bankruptcy must show a discharge more than one year ago and have established new credit with a positive rating with at least one account. In the discretion of the Managing Agent, hospital related debt may not disqualify you if you have entered into a written payment plan and you are current with your obligation under the payment plan.

EMPLOYMENT VERIFICATION: Applicant must provide two years of employment history. If current employment history is less than 2 years, previous employment will be verified. Current and/or past employment will be verified, including salary, position, length of employment, and probability of continued employment (if employment history is not available, Applicant must have good credit history, rental reference, and current or new employment must be verifiable).

RENTAL HISTORY: Two references are obtained from previous landlords, if possible, relative to payment history, length of rental agreement, amount of rent, damages, and violation history. If Applicant is breaking an existing rental agreement, it must be determined what liability the Applicant has under the current rental agreement, which may affect the Applicant's ability to pay current rent. Any adverse information relating to these areas is grounds for rejection of Applicant.

A. You will be denied if you have a record of being late in paying rent two or more consecutive times or more than four times collectively.
B. You will be denied if you have a record of material noncompliances with the rental agreement, rules and regulations, or applicable local, state or federal laws.
C. You will be denied if you have an unsatisfied collection and/or judgment with a previous landlord, or have any evictions from previous housing.

AGE: All persons age 18 and older must complete an Application for Residential Lease, and may be required to qualify individually as a Tenant. No person over age 18 may reside in the Dwelling Unit without being approved as a Tenant or Occupant.

INFORMATION VERIFICATION: Applicant will be asked to provide verifiable information or documentation to support application items. These may include, but are not limited to, "Leave & Earnings Statements", pay stubs, evidence of taxes paid in past years, personal identification, or notarized confirmation of employment. Failure to provide such documentation may be grounds to reject Applicant.

CO-SIGNERS/GUARANTORS: Co-signers/guarantors may be accepted for those applications where the Applicant has insufficient income or other credit deficiencies as determined by Managing Agent. All co-signers/guarantors must be residents of the Commonwealth of Virginia.

PREPAID RENT: If Applicant has insufficient income or other credit deficiencies, Landlord may offer Applicant a lease upon the condition Applicant pay prepaid rent.

CRIMINAL HISTORY: A criminal background check through a third party may be performed on all Applicants with approved credit. Evidence of a criminal conviction may be grounds for disapproval. All reports of criminal convictions will be evaluated with the opportunity for the Applicant to provide additional information about the facts and circumstances surrounding the conviction. Any conviction for manufacture and/or distribution of illegal drugs shall be grounds for disapproval.

DISAPPROVAL: The following actions by any occupant of a household may be grounds for disapproval of Applicant.

A. Tenant Selection Criteria: Applicant's failure to meet any of the Tenant Selection Criteria may be cause for disapproval.

B. Drug or Alcohol Use: Any current use of an illegal drug will be grounds for rejection of an Applicant. Any evidence of current alcohol abuse that manifests conduct that poses a threat to the health or safety of other residents will be grounds for rejection of application. Any report of having sold or used a controlled substance may result in disapproval.

C. Inadequate Housekeeping: Any history of inadequate housekeeping may be cause for rejection of an Applicant, which generally includes any conduct, inaction, or neglect which could result in health or safety problems or in damage to the premises or any equipment, appliances, or other items therein.

Rental Application

Application is hereby made to Lease the Premises at:____.

Beginning on the _____ day of _______________, 20 . Lease term requested:______(years)________(months)

Monthly rent: $ ____________

Applicant Information (please PRINT all information clearly)

NAME:		☐ Married ☐ Unmarried ☐ Separated
Email:	Home Phone:	Mobile Ph:
Date of birth:	SSN:	Work Ph:
CURRENT RESIDENCE		
Street Address:		
City:	State:	ZIP Code:
Own Rent	Mo payment or rent:	How long?
Current Landlord:	Landlord Phone:	Fax/Email:
Reason for leaving current residence:		
Are you currently in a lease? ☐ NO ☐ YES	Expiration Date:	Notice Given: ☐ NO ☐ YES
PREVIOUS RESIDENCE		
Street Address:		
City:	State:	ZIP Code:
☐ Owned ☐ Rented	Mo payment or rent:	How long?
Previous Landlord:	Landlord Phone:	
EMPLOYMENT INFORMATION (Applicant)		
Current employer:		Length of employment?
Employer address:		
City:	State:	Zip Code:
Position:	Monthly Income: Hourly Salary	Annual income: Hourly ☐ Salary ☐
Supervisor:	Phone:	Fax/E-Mail:

If current employment is less than 2 years: Formerly employed by: ____

How Long:____________ Supervisor:________________________________Phone:______________________Position:_____________________

Military Personnel (Applicant)		
Current Duty Station:		Current Command Phone:
New Duty Station Transferring to:		New Command Phone:
Report Date:	Rank/Rate:	Total Time In Service:
End of Current Enlistment:		Projected Rotation Date (PRD):

Additional Income: Amount______________________________Source: _____________________________

Applicant need not disclose alimony, child support or separate maintenance income or its source, unless he/she wishes it to be considered for the purpose of the application for tenancy.

CREDIT INFORMATION & HISTORY If you answer "Yes" to any of these questions, please provide a detailed explanation

Does any applicant have any Judgments? ☐ NO ☐ YES Explain:

Has any applicant ever filed for bankruptcy? ☐ NO ☐ YES Date Discharged:_____________________ Explain:

Has any applicant ever been sued or evicted for nonpayment of rent? ☐ NO ☐ YES Explain:

Has any applicant ever refused to pay rent or not have a lease renewed? ☐ NO ☐ YES Explain:

Has any applicant ever been rejected for tenancy? ☐ NO ☐ YES Explain:

Has any applicant ever been subject to a foreclosure or short sale? ☐ NO ☐ YES Explain:

Does any applicant have any liens? ☐ NO ☐ YES Explain:

Please list in detail all your outstanding debt. (Monthly payments, child support & alimony.)

Outstanding Debt	Monthly Payment $
Outstanding Debt	Monthly Payment $
Outstanding Debt	Monthly Payment $
Outstanding Debt	Monthly Payment $
Outstanding Debt	Monthly Payment $

Bank Information

Bank:	Acct#:	Type of Account(s): ☐ Checking ☐ Savings
Bank:	Acct#	Type of Account(s): ☐ Checking ☐ Savings

Emergency Contact (a person not residing with you)

Name		Relationship:	
Address:		City/State:	
Email Address:	Home:	Work:	Mobile:

Your Pets (Photo of pet(s) may be required. Use separate piece of paper if additional space is needed)

Do You Have Any Pets? ☐ No ☐ Yes | How Many? | Has your pet(s) ever been vicious? ☐ Yes ☐ No

Pet Name	Species	Breed	Age	Weight	Color	Sex	Spayed/ Neutered
1.						☐ Male ☐ Female	☐ Yes ☐ No
2.						☐ Male ☐ Female	☐ Yes ☐ No
3.						☐ Male ☐ Female	☐ Yes ☐ No

Note: Owner / Agent reserves the right to refuse or prohibit certain breeds or types of pets due to insurance and/or safety considerations.

Automobiles: Number of Automobiles /Trucks: ______ ALL INFORMATION IS REQUIRED		
Type/Color:	Make/ Model:	License Plates:
Type/Color:	Make/ Model:	License Plates:

CHECK ANY AND ALL THAT WILL BE STORED ON THE PREMISES: ☐ CAMPER ☐ BOAT ☐ OVERSIZED TRUCK ☐ TRAILER ☐ MOTORCYCLE ☐ RECREATIONAL VEHICLE ☐ COMMERCIAL VEHICLE

List All Persons who will occupy the rental premises including co-tenants.
Total number of people who will occupy the property? ________

Name:	Relationship:	Date of Birth:
1.		
2.		
3.		
4.		
5.		
6.		

Personal References

Name	Address:	Phone:
1.		
2.		

ANY ADDITIONAL INFORMATION YOU WOULD LIKE TO PROVIDE (derogatory credit, special accommodations, etc.):

DISCLOSURE OF BROKERAGE RELATIONSHIP TO UNREPRESENTED PARTY

DISCLOSURE OF BROKERAGE RELATIONSHIP: The Code of Virginia of 1950, as amended ("Code"), § 54.1-2100, et seq., sets forth the statutory framework which governs the obligations and responsibilities of real estate agents and brokers to the public, which framework is further supplemented by regulations issued by the Virginia Real Estate Board ("VREB"). The following is intended to give you a brief explanation of that framework. Real estate brokers and their agents are sometimes called **"licensees"** because they are required to obtain licenses from the VREB to sell real estate.

1. **AGENCY:** ***Agency*** is the relationship formed when a real estate licensee acts for or represents a person as an agent by express authority in a commercial or residential real estate transaction, unless a different relationship is intended. People whom licensees represent are called ***clients***. People who receive services from licensees without being represented by licensees are called ***customers***. A licensee does not necessarily represent the person who pays the licensee. As a result, a licensee may represent the buyer, but be paid by the seller. Agency relationships must be formed by a written agreement; you should not assume that any person represents you unless you have a written agreement. The contractual relationship between the licensee and the client defines the ***brokerage relationship***. A licensee is required to treat all parties honestly and shall not knowingly give any party to the transaction false information. A licensee engaged by the seller shall disclose to prospective buyers all material adverse facts pertaining to the physical condition of the property which are actually known to the real estate agent. A licensee engaged by a buyer shall disclose to a buyer material facts related to the property or concerning the transaction of which the licensee has actual knowledge. A licensee engaged by a buyer shall also disclose to a seller the buyer's intent to occupy the property as a principal residence. A licensee may provide assistance to other parties by performing *ministerial acts. Any real estate licensee who acts for or represents a client in an agency relationship in a residential real estate transaction* shall either represent such client as a standard agent or a limited service agent.

2. **CLIENT/ REPRESENTED PARTY STATUS:** A buyer or seller may enter into a brokerage relationship with a licensee for that licensee to represent such buyer or seller. For sellers, this agreement is usually called a ***listing***. For buyers, this agreement is usually called a ***buyer broker or exclusive right to represent buyer agreement***. The buyer or seller is then that licensee's ***client***. If the agreement is an exclusive agreement, the client is required to work through that licensee. The licensee will generally be entitled to a commission if the buyer buys or seller sells property, even if they do not use the services of that licensee.

3. **CUSTOMER/UNREPRESENTED PARTY STATUS:** A buyer or seller may elect not to establish a brokerage relationship with a licensee (although they may be required to sign a disclosure form such as this one), but rather have the licensee perform ***ministerial acts***. Ministerial acts are routine acts which a licensee can perform for a person which do not involve discretion or the exercise of the real estate agent's own judgment. The buyer or seller is then the real estate licensee's ***customer***. The licensee may represent the other party in the transaction, who will be the licensee's client. The licensee may give the customer general advice and is required to treat the customer honestly and disclose material facts actually known to the licensee regarding the physical condition of the property, but the licensee generally may not give advice regarding price or assistance in negotiating favorable terms. The licensee is *required to disclose* to its client any information regarding the customer which might be helpful to the client. Another form of customer relationship arises when the seller does not offer a relationship to a selling firm. The selling firm would act only in the capacity of facilitating the transaction and would not represent either the seller or buyer. The buyer is not represented and would remain a customer of the selling firm. Selling firm responsibilities to the customer would remain the same as previously outlined in this paragraph.

4. **CHANGE IN STATUS:** If a licensee's relationship with a client or customer changes, the licensee shall disclose that fact in writing to all clients and customers already involved in the contemplated transaction.

The Owner of the Premises you are applying for carries insurance for the dwelling only. You are required to obtain renters insurance for your household goods and liability. Neither the Agent nor Owner of the property is responsible for damages to your personal property. You will be required to add ECVPM as additional insured/interest under theliability section with a minimum liability of $300,000 ($500,000 for property with a pool or spa) or as required by your lease. A certificate of insurance must be provided to the Property Manager no later than the Start Date of the Lease.

Each applicant certifies information provided in this application is true and accurate to the best of their knowledge. Owner and Agent have each applicant's permission to obtain credit history, public records, and verify any information provided for the purpose of this application process and in the future as long as Tenant has any outstanding balance due ECVPM. If any applicant withholds or gives false information, the application is considered void and any Lease entered into based on that information may be terminated by ECVPM on behalf of the Owner.

The lease must be executed within 24 hours after application approval unless otherwise agreed with ECVPM

Per the Virginia Residential Landlord Tenant Act "VRLTA", If the application is approved and the Applicants do not enter into a lease, the deposit will be returned less damages. Such damages may include but are not limited to re-listing fees and any other costs incurred as a result of applicant's failure to execute the lease. All application fees are non-refundable.

The application and leasing process are conducted in accordance with the Virginia Residential Landlord Tenant Act "VRLTA".

Megan's Law Disclosure; Applicant(s) should exercise whatever due diligence they deem necessary with respect to information on any sex offenders registered under Chapter 23 (19.2-387 et seq) of Title 19.3. Prior to entering a Lease, Such information may be obtained by contacting your local police department or the Virginia State Police, Central Criminal Records Exchanged, at 804-674-2000 or on the internet at www.vsp.state.va.us.

DISCLOSURE OF BROKERAGE RELATIONSHIP TO UNREPRESENTED PARTY.
THE UNDERSIGNED ACKNOWLEDGES DISCLOSURE THAT ECVPM REPRESENTS THE LANDLORD(S) IN THIS REAL ESTATE TRANSACTION.

If submitting this application by email, applicant(s) authorizes ECVPM to obtain credit history and verify all information provided.

Print Name of Applicant	**Date**
Signature of Applicant	

Applications must be submitted with required application fee in the form of a certified check or money order. Payable to: ECVPM (We Do Not Accept Cash)

APPLICANT
RENTAL HISTORY VERIFICATION FORM

LANDLORD:______________________________ APPLICANT:___________________________________

PHONE:________________ FAX:__________________ ATTN:___________________________________

Current rented Property:____

I hereby authorize the release of the following requested information to: Explore Coastal Virginia Property Management (ECVPM)

____ ________________________________

APPLICANT'S SIGNATURE DATE

Dear Landlord,

Your previous tenant has applied to rent property we manage. Landlord references are an important part of our screening process. Please share your experience with this tenant. Thanks for your assistance and quick reply.

Sincerely,

____ _________________

Property Manager Date

Please enter dates or numeric responses as appropriate or circle yes/no.

Date the lease ended/ends:______________

Approx. move-in date: _________________

# of late rental payments:__________

# of NSF checks:__________

Was deposit sufficient to pay any charges? ○YES ○ NO

Eligible to rent again? ○YES ○NO

Any unpaid charges? ○ YES ○NO

Did applicant have pets? ○ YES ○NO #?______

Any pet related damages? ○ YES ○NO

Any pet related complaints? ○YES ○NO

Any additional information regarding your experience with this tenant: _______________________________

____

____

Provided by:____________________________________ Title:______________________________

Signature:______________________________________ Date:___________________

~Explore Coastal Virginia Property Mgmt~
2133 Upton Drive, Suite 122, Virginia Beach VA 23454
866-757-KEYS, Fax 757-447-3668

APPLICANT
INCOME VERIFICATION FORM

EMPLOYER:___________________________________APPLICANT: __________________________________

PHONE:________________ FAX:______________ ATTN: ____________________________________

APPLICANT'S SOCIAL SECURITY#: ______________________

I hereby authorize the release of the following requested information to: Explore Coastal Virginia Property Management (ECVPM)

____ ___________________________________

APPLICANT'S SIGNATURE DATE

The applicant noted above has applied to lease property from ECVPM. Employment verification is acritical part of our screening process. We appreciate your assistance and quick reply. Sincerely, ECVPM

____ ______________________________

Property Manager Date

EMPLOYMENT VERIFICATION:

Length of Employment: From:____________________ to _______________ (mm/dd/yy)

Full Time / Part Time (circle one) Permanent / Temporary (circle one)

Salary: $________________ per hr / wk / mo / yr_

By:__________________________________ Signature:____________________________

Title:________________________________ Date:______________

Phone #:_________________

~Explore Coastal Virginia ~
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Virginia Statement of Tenant Rights and Responsibilities under the Virginia Residential Landlord and Tenant Act as of July 1, 2026

This is a summary of tenants' rights and responsibilities under the Virginia Residential Landlord and Tenant Act. This summary does not modify your lease or Virginia law. A lease cannot give up a tenants' rights under the law. The information below is not intended as legal advice. All parties to a rental agreement are encouraged to consult the Department of Housing and Community Development's website for more information related to landlord and tenant resources. Tenants with questions are encouraged to contact their local legal aid program at (866) 534-5243 or valegalaid.org/find-legal-help.

Tenant Rights

Applications:

Tenants may be charged a nonrefundable application fee of no more than $50 (not including third party costs for a background check) and a refundable application deposit. If the tenant does not rent the unit, the application deposit must be returned, minus any actual costs or damages. (**§55.1-1203**)

Written lease:

Under the VRLTA, a landlord is required to provide a tenant a written lease within 10 business days of the effective date of the lease agreement. If a landlord fails to do so, the VRLTA still protects a tenant by establishing a statutory lease between landlord and tenant for 12 months not subject to automatic renewal. (**§55.1-1204**)

Disclosure:

A landlord must reveal certain information to the tenant, including any visible evidence of mold (**§55.1-1215**), the name and address of the owner or property manager (**§55.1-1216**), notice of sale or foreclosure of the property (**§§55.1-1216, 1237**), and on the first page of the lease, a list of all charges including the security deposit, rent, and any additional charges. (**§55.1-1204.1**)

Security Deposit:

A landlord may require a security deposit of up to two month's rent. Within five days of moving in, the tenant has a right to object to anything in the move-in report. The tenant also has a right to be present at a move-out inspection, which must be made within 72 hours of delivery of possession. (**§§55.1-1214, 1226**)

Receipts:

A tenant is entitled to a written receipt of rent paid by cash or money order. Upon request, a tenant is entitled to a written statement of all charges and payments over the past 12 months. (**§55.1-1204(D), (J)**)

Payment Methods:
A landlord must accept periodic rent and security deposit payments by check and money order. A landlord must accept at least one method of payment that does not include additional collection or processing fees. (**§55.1-1204(J)**)

Privacy:
A landlord may not release information about a tenant without consent, except under certain conditions, which are generally when tenant information is already public. (**§55.1-1209**)

Fit and Habitable Premises:
A tenant has the right to a fit and habitable rental unit in accordance with the Uniform Statewide Building Code. The landlord must make all repairs needed to keep premises fit and habitable. (**§55.1-1220**) To request repairs, the tenant must give the landlord written notice of the need for repairs, and give the landlord a reasonable amount of time to make the repairs. A landlord cannot require a tenant to pay a fee for the maintenance or repair of a unit unless the damage was from a tenant's violation. (**§55.1-1208**) If repairs are not made, a tenant can file a Tenant's Assertion in General District Court. The tenant must be current on rent in order to file a Tenant's Assertion (after Jan 1, 2027, the tenant does not have to be current on rent to file a Tenant's Assertion). Tenants must pay into court escrow rent that becomes due. There is no rent withholding in Virginia except under repair and deduct (below). (**§55.1-1244**)

A locality (county, city or town) may act on behalf of a tenant to enforce the provisions of the Virginia Residential Landlord and Tenant Act to address conditions that are a fire hazard or serious threat to life, health, or safety (e.g. rodent infestation, lack of heat, hot or cold running water, electricity, or adequate sewage disposal). (**§55.1-1259**)

Repair and Deduct:
If an issue on the premises affects life, health, safety, or seriously affects habitability, and a landlord has not begun to address it within 14 days after written notice from the tenant, the tenant may contract to have the repair done by a licensed contractor at a cost of not more than $1,500, or one month's rent, whichever is more. The tenant may deduct the actual cost of the repair from the rent. The tenant must send the landlord an itemized invoice and a receipt for payment to the contractor for the work, along with any payment of remaining rent owed. If a local government or nonprofit does repairs on behalf of the tenant, the tenant is still entitled to reimbursement by the landlord or to make a deduction from the rent. A tenant may not repair at the landlord's expense if the problem was caused by the tenant or their guest, OR if the tenant denied the landlord access to the unit, OR if the landlord already fixed the problem before the tenant hired a contractor. (**§55.1-1244.1**)

Uninhabitable Dwelling Unit at Move In:
If, at the beginning of the tenancy, there exists a fire hazard or a serious threat to the life, health or safety of the tenant (such as an infestation of rodents or a lack of heat, hot or cold running water, electricity, or adequate sewage disposal facilities), the tenant may terminate the rental agreement and receive a full refund of all deposits and rent paid to the landlord. To terminate the agreement and request a refund, the tenant must provide a written notice of termination no later than seven days after the tenancy started. If, upon receipt of notice, the landlord agrees such hazardous condition exists, the landlord must refund all deposits and rent paid within 15 business days of being notified or of the tenant vacating the unit, whichever occurs later. (**§55.1-1234.1**)

The landlord may, in a written notice provided to the tenant, state that the termination is unjustified and refuse to accept the tenant's termination of the lease. A tenant who has vacated the unit (or never moved in initially) may then challenge the landlord's refusal in court. The prevailing party shall be entitled to recover reasonable attorney fees. (**§55.1-1234.1**)

Notification of Rent Increase/Nonrenewal:
If a lease contains an option to renew or an automatic renewal provision, a tenant must be notified in writing of a rent increase or nonrenewal at least 60 days before the end of the lease term. This only applies when a landlord owns more than four rental units or more than 10% percent interest in more than four rental units in the Commonwealth. (**§55.1-1204**(K))

Eviction:
A landlord may not evict a tenant without following the court eviction process. If the tenant does not pay rent by the due date, the landlord first sends a written notice informing the tenant of the amount of rent and fees owed and that the landlord will file an unlawful detainer (eviction) lawsuit if the tenant does not pay OR leave the unit. If the tenant does not pay the amount owed within 14 days, the landlord can file an unlawful detainer (eviction) lawsuit. If a tenant leaves and does not pay, the landlord may file a warrant in debt to collect rent owed. To evict the tenant, the landlord must get a court order of possession, followed by a Writ of Eviction that is served by the Sheriff. (**§§55.1-1245, 1252**). A tenant not getting paid due to a federal shutdown of 14 or more days can get an eviction lawsuit for nonpayment of rent postponed for 60 days. (**§44-209**) A tenant has the right to appeal an eviction. The court may waive the appeal bond if the tenants income is below a certain amount defined by §19.2-159 (indigent persons). (**§16.1-107(C)**)

When facing an unlawful detainer (eviction) action, a tenant has the right to present evidence of written requests made to the landlord to address conditions impacting the safety and habitability of the premises. The tenant must follow the proper court processes and may request that the court reduce the amount of rent owed based on the unit's condition. (**§55.1-1241)**

Unlawful Exclusion, Interruption of Essential Services, and Unlivable Premises:
A landlord may not unlawfully exclude a tenant from the premises, interrupt an essential service, or make the unit unlivable. If this happens, the tenant may sue the landlord in General District Court and get an initial court hearing within five calendar days. At this hearing, a court may order the landlord to give the property back to the tenant, resume the essential service, or fix the conditions that make the unit unlivable. The court may also hold a second hearing within 10 days of the first hearing and may find that the tenant is entitled to actual damages, statutory damages, and reasonable attorney's fees. (**§55.1-1243.1**) If a tenant is excluded from the unit because the unit was condemned, the tenant may sue the landlord for actual damages. The landlord must return any prepaid rent, security deposit, and rent paid after the unit was condemned. (**§55.1-1243.2**)

Domestic Violence— Right to Change Locks:
If a tenant has obtained an order from a court under §16,1-279.1 (for family abuse) or §20-103 (for apprehension of physical harm by a family or household member) that excludes someone else from the premises, the tenant may provide the landlord with a copy of that court order and request that the landlord either install a new lock or other security devices on the exterior doors of the unit or permit the tenant to do so.

In the event the tenant changes the locks, the tenant shall provide a duplicate copy of all keys and instructions for the operation of all devices to the landlord. The new lock/security device must not cause permanent damage to the dwelling unit, and the tenant shall be responsible for the cost of installing the lock/security device, reasonable costs incurred to remove the device(s), and all damage upon termination of the lease. (**§55.1-1230)**

Domestic Violence—Right to Terminate the Lease:
A tenant who is a victim of family abuse as defined by §16.1-228, sexual abuse as defined by §18.2-67.10, other criminal sexual assault, stalking in violation of §18.2-60.3, or trafficking in violation of Article 3 of Chapter 8 of Title 18.2 may terminate their lease if:

1. The tenant has obtained a preliminary protective order under §16.1-253.1 (for family abuse), OR an order of protection under §16.1-279.1 (for family abuse), OR a permanent protective order under §19.2-152.10 (general protective order) against the perpetrator, OR the perpetrator has been convicted of any of the above crimes against the tenant, AND
2. The tenant provides the landlord with a written notice of termination that includes copy of the order of protection OR the conviction order, warrant, summons, information, or indictment.

The lease shall be terminated 28 days after the tenant provides the landlord with the written notice. The rent must be paid at the normal time through the effective date of the termination. (**§55.1-1236)**

Domestic Violence—Right to Stay:

A landlord cannot terminate the lease of a victim solely due to family abuse against the tenant as defined by §16.1-228 when the perpetrator is barred from the unit by the landlord under §55.1-1246, OR when the tenant provides the landlord a copy of:

1. A preliminary protective order under §16.1-253.1 (for family abuse), OR
2. An order of protection under §16.1-279.1 (for family abuse), OR
3. An order of exclusive use of the marital residence under §20-103(B) (for family abuse pending divorce), OR
4. An order of protection as part of a criminal action.
   (**§55.1-1245**)

Redemption (Pay & Stay):

After an unlawful detainer (eviction) lawsuit for nonpayment of rent is filed, a tenant has the right to pay to a zero balance on or before the court date and have the lawsuit dismissed. After a court issues a judgment of possession, a tenant has the right to pay to a zero balance up to 48 hours before the Sheriffs eviction and have the eviction cancelled. If the landlord has 5 or more rentals, a tenant may use these rights at any time. If the landlord has 4 or fewer rentals, the landlord may limit the tenant's use of these rights to once during the lease period if the landlord first sends a written notice of this limitation. (**§55.1-1250**)

Fair Housing:

The tenant may have a right to file a fair housing complaint if the landlord or property manager violates the Virginia Fair Housing Law. (**§36-96.1 et seq, HUD FHEO-2020-1**)

Tenant Responsibilities

Rent:

Unless the lease says otherwise, rent is due in equal payments each month on or before the first of each month. (**§55.1-1204**)

Late Fees:

If rent is not paid by the due date, the tenant must pay a late fee only if the lease requires one. A late fee can be no more than 10% of the monthly rent or 10% of the unpaid balance owed by the tenant, whichever is less. (**§55.1-1204(E)**)

Insurance:

A tenant may be required to have and pay for renters insurance. A tenant also may be required to have and pay for damage insurance and/or a security deposit, but the total of both the damage insurance premiums and the security deposit may not exceed two months' rent. (**§§55.1-1206, 1208**)

Access:

A tenant must allow a landlord access to the unit at reasonable times and for practical purposes, such as maintenance, inspection, or to provide services. A tenant must allow access unless the landlords request is unreasonable. Unless impractical due to an emergency, the landlord must give 72-hours' notice of maintenance and must perform the maintenance within 14 days. If the tenant requests maintenance, notice is not required. (**§55.1-1229**)

Maintain Fit and Habitable Premises:

The tenant must keep the rental unit as clean and safe as conditions allow and in accordance with the Uniform Statewide Building Code. The tenant must promptly notify the landlord of visible mold and use reasonable efforts to prevent moisture and mold. The tenant must promptly notify the landlord of insects or pests and must not be at fault in failing to prevent insects or pests. (**§55.1-1227**)

Acknowledgement of Receipt of Statement of Tenant Rights and Responsibilities

In accordance with **§55.1-1204** of the Code of Virginia, the Landlord has provided to the Tenant and the Tenant has received the Statement of Tenant Rights and Responsibilities developed by the Virginia Department of Housing and Community Development and posted on its website (**www.dhcd.virginia.gov/landlord-tenant-resources**) pursuant to **§36-139** Code of Virginia. The Statement of Tenant Rights & Responsibilities is current as of the date below.

The statement of the tenants' rights and responsibilities was provided to the tenant on:

For property address:

The tenant:

- ◯ Signed this acknowledgment of receipt of the statement of tenants' rights and responsibilities
- ◯ Did not sign this acknowledgement of receipt of the statement of tenant's rights and responsibilities

Landlord Signature	Printed Name	Date
Landlord Agent (if applicable)	Printed Name	Date
Tenant Signature	Printed Name	Date
Tenant Signature	Printed Name	Date
Tenant Signature	Printed Name	Date
Tenant Signature	Printed Name	Date