

VIRGINIA MONTH TO MONTH RENTAL AGREEMENT

1. PARTIES

Landlord:

Name of individual owner or business:

Street Address:

Mailing Address:
(if different)

Telephone number for regular business hours: _____

Telephone number for emergencies: _____

E-mail: _____

Tenant(s):

2. MANAGING AGENT (if applicable)

3. AUTHORIZED MINOR OR OTHER OCCUPANTS

In addition to the tenants listed in (1), the following authorized people will reside in the dwelling unit:

4. LEASE & PREMISES. Landlord hereby leases to Tenant the premises located at

_____,
which Landlord represents are lawful to occupy in compliance with relevant housing and zoning codes. Landlord also represents that there is no known condition existing on the premises which may constitute a threat to the health or safety of the tenant.

5. APPLICABLE LAW. This lease shall be governed by the Virginia Residential Landlord and Tenant Act (Virginia Code Title 55, Chapter 13.2) and any other applicable federal, state or local laws. Landlord and Tenant are advised to read the Act before signing this lease. The Act is available at www.dhcd.virginia.gov/HomelessnessstoHomeownership/PDFs/Landlord_Tenant_.

6. TERM. This lease shall be determined a month to month tenancy, also known as a "Tenancy at Will", beginning on _____, 20_____

7. RENT. Tenant shall pay a total rent for the term of _____ Dollars (\$_____), payable in installments as follows:

Unless otherwise notified in writing, Tenant shall pay rent and all other charges to _____ at the address above. Checks and money orders shall be made payable to _____ until otherwise notified in writing. If rent is paid in the form of cash or money order, Landlord shall provide Tenant a written receipt within five business days of receipt of the payment if requested by the tenant. A rent receipt shall include:

- (i) the date of payment ;
- (ii) the amount of the payment;

- (iii) if the payment is not fully credited to the current month's rent, what allocation of funds is made;

Tenant may pay by hand-delivery, mail or electronic payment. Each check or money order shall include the address of the premises and the month to which the rent shall be applied. Landlord shall consider rent received by mail as having been timely paid as long as it is post-marked by the due date.

Tenant is entitled to require an accounting for rent payments, as provided for in the Virginia Residential Landlord Tenant Act.

8. LATE FEE. Tenant shall pay a late fee of **5%** of any rental amount not received at the payment address by 5:00 p.m. on the fourth day after the date the rent is due. (If the rent is due on the first, a late fee will be assessed if rent isn't received by 5:00 p.m. on the fifth.)

9. DISCOUNT FOR EARLY PAYMENT OF RENT. If Tenant tenders a monthly payment of rent so that it is received by Landlord before the due date, Tenant shall be entitled to a 5% discount of the amount owed.

10. DISHONORED CHECKS. If a check paid by, or on behalf of, a Tenant is returned for insufficient funds or for any other reason not the fault of Landlord or Landlord's agent, Landlord may require rent future payments to be made by cash, money order, cashier's check, or certified check. Tenant shall pay a service charge of \$_____.00 for each such returned check. This service charge is in addition to any applicable late fee that is charged.

9. SECURITY DEPOSIT. Landlord acknowledges receipt of the sum of \$_____.00 from Tenant as a security deposit. Landlord may deduct from the security deposit the amount of provable damages incurred by him due to a claim of the Tenant's breach of this lease. Tenants are not entitled to have the security deposit applied to unpaid rent or late fees while the Tenant remains in occupancy. This deposit does not include the amount of a non-refundable pet deposit.

Upon termination of the tenancy, Tenant shall surrender the premises in good repair and condition, reasonable wear and tear expected. Tenants may be asked to pay reasonable repair and cleaning costs for any damages and conditions which are beyond reasonable wear and tear caused by the Tenant or the Tenant's guests. The Landlord's claims for repair or replacement of any Tenant-caused damage to the unit are subject to relevant IRS depreciation schedules.

After termination of the tenancy and delivery of possession (including return of all keys), Landlord shall process the security deposit and provide each Tenant with an itemized list of security deposit deductions as required by law. (The VRLTA normally requires the security deposit to be returned with 45 days.) Landlord shall also provide each Tenant, upon request, with copies of all bills used to calculate the security deposit deductions.

Tenant shall provide Landlord written notice of the forwarding address, on or before termination of the tenancy; alternatively, the Tenant shall arrange for Post office forwarding of mail and notify the Landlord that mail will be forwarded. Landlord shall mail pro rata shares of the deposit and interest (if any) plus the required documentation to the forwarding address. If no

forwarding address is provided by a Tenant, Landlord shall use the leased premises as the last known address.

10. MOVE-IN CONDITION. Landlord shall provide the first Tenant to take possession of the premises with a "Move –In / Move – Out Condition Report" form. That Tenant shall complete the form and return it to Landlord within five days. Unless Landlord objects within five days of his receipt of the completed form, the report shall be deemed conclusive evidence that the premises are as described in the report. Landlord shall deliver the premises and all common areas to the Tenant in a clean, safe, and habitable condition, free of rodent and insect pests, free of visible mold, and it with all smoke detectors, utilities, and appliances in proper working condition.

11. DELIVERY OF POSSESSION. Landlord shall be ready to deliver possession of the premises to Tenant at the start date of the tenancy. Landlord shall be responsible for having hold-over tenants evicted.

If the Landlord fails to make the premises available in a fully habitable condition on the agreed date of the start of the tenancy, rent shall abate until delivery is completed, with all repairs identified in the move-in inspection report completed. If such failure to deliver possession is willful, then Tenant may, in accordance with §55-248.22, terminate the rental agreement with at least five days' written notice to the Landlord and the Landlord shall return all prepaid rent and security deposits upon termination OR demand performance by the Landlord.

If Landlord fails to deliver possession and such failure is not willful, Landlord shall have ten days to remedy the situation and deliver possession. Rent shall abate until Landlord delivers

possession. If Landlord fails to deliver possession by the end of the ten-day period, Tenant may, at any time before possession free of defects is delivered, send Landlord written notice of termination, and the lease shall thereby be immediately terminated. Within five days of delivery of the termination notice, Landlord shall return all prepaid rent, application fees, and deposits. Failure to deliver the premises in defect-free condition shall constitute a substantial breach of the lease by Landlord.

12. SUBLEASES & ASSIGNMENTS. Tenants shall not sublease the premises or assign this lease without the prior, written permission of the Landlord. Landlord shall not permit a sublease or assignment without the approval of all Tenants. Landlord shall not unreasonably deny permission to sublease or assign.

13. USE OF THE PREMISES. Only Tenant, and any approved occupants listed in this lease agreement, is allowed to occupy the premises. "Occupy" is defined as residing, living, or staying on the premises overnight for more than seven nights in a row or for more than fourteen nights in a twelve-month period. With prior written consent of the Landlord, Tenant may permit guests not listed on the lease agreement to occupy the premises for more than the specified seven or fourteen day limits.

Tenant shall use the premises only as a residential dwelling. Tenant shall not use the premises or permit any guests to use the premises for any commercial, criminal or other unlawful activities, or to unreasonably interfere with the rights, comforts, or conveniences of their neighbors or other Tenants.

14. LANDLORD'S RULES. Landlord has Rules governing occupancy of the premises, and represents that these rules do not violate the requirements of the Virginia Residential Landlord

tenant Act; a copy of the current Rules are annexed to the lease. Tenant acknowledges receipt of Landlord's Rules. Tenant shall comply with all written Rules provided to the Tenant. Landlord may, after expiration of this written lease, with at least thirty days' written notice to the Tenant, modify these Rules, as allowed by law.

15. LOCKS, KEYS, & PEEPHOLES. Even if no local ordinance requires it, Landlord shall provide locks, locking devices, and/or peepholes that comply with subsections 1, 2, and 3 of Virginia Code section §55-248.13:1. If Landlord fails to comply and Tenant provides fifteen days written notice of the noncompliance to Landlord, Tenant may have such devices installed by a professional at a reasonable cost and deduct such cost from the next month's rent. Tenant shall provide Landlord a copy of each related bill and a copy of each key, to be kept in a secret envelope, for emergency use. Tenant shall not install any other locks on the premises, except in accordance with VA Code §55-248.18:1, when a protective order has been issued against a co-tenant or authorized occupant.

Landlord shall issue to each Tenant one set of keys to the premises and mailbox. Upon Tenant's surrender of the premises to Landlord, each Tenant shall return to Landlord all keys associated with the premises, whether they are originals or copies. If Tenant fails to return all keys, Tenant shall pay the cost of making replacement copies or replacing the locks, at Landlord's option.

Except in accordance with VA Code §55-248.18:1 when a protective order has been issued against a co-tenant or authorized occupant, Tenant shall not change any locks on the premises without prior written permission of Landlord, which shall

not be unreasonably denied. If Landlord does not give written permission or a written reason for denying permission within fifteen days of receiving Tenant's written request to change the locks, permission shall be deemed as having been given by the Landlord. If the locks are changed, Tenant shall immediately provide Landlord with at least one original key for each changed lock. All keys and hardware associated with the old lock shall be given to Landlord, if requested.

In an emergency, Tenant may change the locks without prior permission of the Landlord, provided the tenant gives the Landlord a copy of the key within 24 hours of changing the locks. This key shall be kept in a secret envelope, for emergency use.

16. ATTORNEY'S FEES AND LITIGATION. If either the Landlord or the Tenant takes legal action against the other for a claimed breach of this lease and the court determines one party to be in violation of the lease, the complaining party is authorized to seek approval for an award of a reasonable attorney's fee, in addition to any amounts awarded by the court for rent, off-set of rent, damages and court costs.

17. PROPERTY DAMAGE & MAINTENANCE. Tenant shall promptly notify Landlord of any defects in or damages to the plumbing, sanitary, electrical, gas, heating, or cooling systems, as well as any leaks in the roof or evidence of structural damage. Tenant shall not repair these defects or damages without obtaining the prior, written permission of Landlord, which Landlord may not unreasonably refuse; however, Tenant shall take reasonable steps to prevent additional damage, and Landlord will make all repairs necessary to keep the premises in a safe and habitable condition.

Landlord shall replace the central air and heat filters every other month (or every three months if three-month filters are used).

The Tenant shall be responsible for minor repairs which may become necessary during the tenancy and which do not constitute housing code violations, except for damage caused by the Landlord or his agent, which remains the responsibility of the landlord. The Landlord shall be responsible for major repairs except for negligent damage caused by the Tenant or guests.

If temporary relocation of Tenant is required in order to make repairs, Tenant will be provided with appropriate alternative housing at the Landlord's expense (which will require the Tenant to continue paying rent).

18. DEATH OR DISABILITY REQUIRING RELOCATION: If a Tenant dies during the tenancy, the surviving Tenant and/or the executor or administrator of the decedent's estate, may terminate this lease by serving the Landlord with a copy of the Circuit Court's letter of appointment of a representative for the estate and giving at least thirty days written notice of the termination to Landlord. Termination under this clause does not relieve the surviving Tenant or the deceased's estate from their liability to pay all rent and charges owed through the date that Landlord is put in possession of the premises. However, if the Landlord, within fifteen days of receiving the termination notice, provides the surviving Tenant a notice that he wishes to continue the lease at a reduced rent, the lease shall not be terminated but shall continue at a rental rate reduced by the deceased Tenant's pro-rata share of the rent. In this case, Landlord shall return the deceased Tenant's share of the security deposit to the executor or administrator of decedent's estate within 30 days of the decision to continue the lease.

If Tenant should suffer a health or other condition (such as family abuse or sexual assault) which requires relocation from the leased premises the lease may be terminated upon thirty days' advance written notice to the Landlord which shall specify the condition which requires relocation.

19. MOVE-OUT INSPECTION. Tenant may request to be at a move-out inspection, to be held within seventy-two (72) hours of Tenants' delivery of possession to Landlord. Tenant's request shall be made in writing at least one week in advance of the delivery of possession to the Landlord. The Landlord shall notify the Tenant of the date and time of the move-out inspection in writing at least five (5) days in advance.

20. UTILITIES. Landlord shall provide [water and sewer service] and trash collection without charge. Landlord will pay any Homeowner or Condominium Association charge. Tenant shall not use the utilities in a wasteful manner. Other specified utilities are the responsibility of Tenant: () electricity; () gas; () cable; () satellite; () telephone; () Internet service.

Tenant shall have [gas and electricity service] placed in the name[s] of one or more Tenants from the start of the tenancy until possession of the premises is returned to Landlord. Tenant shall ensure that the heat is maintained at a temperature sufficient to prevent freezing of pipes during cold periods

21. PETS. Tenants may keep the following pets on the premises: _____. A non-refundable deposit in the amount of _____ is required by Landlord. If there is any pet-caused damage at the end of the tenancy, the Landlord will first apply the pet deposit

toward the damage, and then apply the security deposit toward any provable expenses.

22. WAIVER OF BREACH. No waiver of any breach if this lease on any one occasion shall be construed to operate as a general waiver of another breach on a subsequent occasion. If any breach occurs and is later settled by the parties, this lease shall continue to bind the parties as it is written.

23. JOINT AND SEVERAL LIABILITY. All Tenants shall be jointly and severally liable for all Tenant obligations (rent, damages, and other). (The Landlord may collect the entire amount due from any Tenant, no matter which Tenant caused the damage or failed to pay their share of the rent.)

24. INCORPORATION & MODIFICATION. This Lease is the complete and entire agreement between the parties and all prior agreements and understandings, both written and oral, have been incorporated herein. It may only be modified or amended by executing another written document signed by all parties or their authorized agents.

25. SEVERABILITY. The provisions of this lease are severable, and if any part of the Lease is held illegal, invalid, or inapplicable to any person or circumstance, the remainder of this lease shall remain in effect.

26. CONDITION. This lease is conditional on being signed by all parties named on page 1.

27. THIRD-PARTY NOTICE. Tenant is entitled to name a third-party (an individual, agency, church or any other entity) to

simultaneously be sent a copy of any written notice affecting the tenancy. Tenant requests such notice be sent to:

28. DISABLED TENANT OR MEMBER OF HOUSEHOLD.

Tenant has a right to notify Landlord of a disability affecting any member of the household, and if needed, to request a reasonable accommodation for the disability as is allowed under state or federal law. Tenant identifies the following member of the household as a disabled individual, entitled to such protections of law as may apply:

Tenant may notify landlord of a disability affecting any member of the household at any time.

29. RENTER'S INSURANCE. Tenant is advised to obtain a rental insurance policy to cover any expenses which may be caused through no fault of the Landlord during the tenancy.

() Landlord will obtain damage insurance, as provided for in the Rules annexed to this lease, in the amount of: _____. This expense is not part of the security deposit and shall constitute rent.

30. REFERENCE AND RELEASE OF INFORMATION. If Tenant complies with all material terms of the lease and leaves

the premises with no damage claims exceeding the amount of the security deposit, Landlord agrees to prepare and send to Tenant with the accounting for the security deposit a letter confirming the Tenant's satisfactory completion of the lease.

Landlord shall not release information about the Tenant to a third party unless the Tenant gives prior written consent.

31. FAMILY ABUSE. If Tenant is a victim of family abuse and the provisions of either the Virginia Residential Landlord Tenant Law or the Section 8 Housing Choice Voucher Program, or both, apply, the Tenant shall not be subject to eviction for actions of the abuser which occur in the unit or on the Landlord's property.

32. QUIET ENJOYMENT OF THE PREMISES. Landlord represents that Tenant is entitled to reasonably quiet use and enjoyment of the premises. If a neighboring tenant engages in activity that disturbs a reasonable use of the premises, Landlord agrees to promptly undertake any remediable efforts, including legal action, to promptly address a complaint submitted in writing, as long as the complaining Tenant agrees to fully cooperate, including but not limited to offering testimony in court in support of the complaint.

We, the undersigned, hereby represent that we have been given a copy of the entire lease, and agree to be bound by its terms and conditions.

() Tenant acknowledges receipt of a copy of the lease signed by both parties.

() Tenant acknowledges receipt of a copy of any Rules.

() Tenant acknowledges receipt of a move-in inspection report.

Landlord:

Signature

Date

Tenant(s):

Date:
