

NOTICE OF LEASE VIOLATION FOR NON-PAYMENT OF RENT

5-DAY NOTICE TO PAY RENT OR QUIT

Date of Notice: [DATE OF NOTICE]

To: [TENANT'S FULL LEGAL NAME]

Property Address: [COMPLETE RENTAL PROPERTY ADDRESS]

City, State, Zip: [CITY, STATE, ZIP]

NOTICE OF DEFAULT

RE: NOTICE OF DEFAULT - FAILURE TO PAY RENT

Dear [TENANT'S FULL LEGAL NAME]:

This Notice is being provided to you pursuant to Virginia Code § 55.1-1245(F) and in accordance with Section [LEASE SECTION NUMBER] of your Residential Lease Agreement dated [LEASE DATE] (the "Lease") for the premises located at [COMPLETE RENTAL PROPERTY ADDRESS] (the "Premises").

NATURE OF VIOLATION

You are hereby notified that you are in DEFAULT of your Lease obligations due to your failure to pay rent as required under the Lease. Specifically, you have failed to pay the following amounts:

- Monthly Rent for [MONTH AND YEAR]: \$[EXACT DOLLAR AMOUNT]
- Late Fees (as specified in Section [LEASE SECTION] of your Lease): \$[LATE FEE AMOUNT]
- **TOTAL AMOUNT DUE:** \$[TOTAL AMOUNT DUE]

According to Section [LEASE SECTION NUMBER] of your Lease Agreement, which states:

"[EXACT LANGUAGE FROM LEASE REGARDING RENT PAYMENT AND LATE FEES]"

CURE PERIOD AND REQUIRED ACTION

YOU ARE HEREBY REQUIRED TO REMEDY THIS VIOLATION WITHIN FIVE (5) DAYS FROM THE DATE OF SERVICE OF THIS NOTICE by paying the full amount of \$[TOTAL AMOUNT DUE] to the undersigned Landlord.

In accordance with Virginia Code § 55.1-1245(F), if you fail to pay the entire amount due within five (5) days of receiving this notice, your Lease will be terminated, and I will proceed with legal

action to recover possession of the Premises through an unlawful detainer action in the appropriate Virginia court.

Please note that **partial payment will not cure this violation**. The full amount stated above must be paid to avoid termination of your Lease and subsequent eviction proceedings.

PAYMENT METHODS AND INSTRUCTIONS

You may remit payment using any of the following methods:

1. **Personal Check or Money Order:** Made payable to [LANDLORD'S FULL NAME]
2. **Online Payment Portal:** [ONLINE PAYMENT PORTAL INFORMATION IF APPLICABLE]
3. **Other Electronic Payment Methods:** [ELECTRONIC PAYMENT DETAILS IF APPLICABLE]

Payment may be delivered to:

[LANDLORD'S FULL NAME]

[LANDLORD'S MAILING ADDRESS]

[CITY, STATE, ZIP]

Hours for In-Person Delivery: [PREFERRED HOURS FOR PAYMENT DELIVERY]

PERSONAL NOTE

I understand that financial difficulties can arise unexpectedly. I value you as a tenant and hope we can resolve this matter promptly. If you are experiencing financial hardship, please contact me as soon as possible so we can discuss your situation.

TENANT ASSISTANCE RESOURCES

You may be eligible for rental assistance through the following programs:

1. **Virginia Rent Relief Program (RRP)**
 - Website: <https://www.dhcd.virginia.gov/rmrp>
 - Phone: 703-962-1884
2. **Local Department of Social Services**
 - Website: <https://www.dss.virginia.gov/localagency/>
 - Phone: 833-522-8761
3. **Virginia Legal Aid**
 - Website: <https://www.valegalaid.org/>

– Phone: 866-534-5243

LEGAL CONSEQUENCES OF NON-COMPLIANCE

If you fail to pay the full amount due within the five (5) day period, I will:

1. Consider your Lease terminated as of the expiration of the five (5) day period;
2. File an unlawful detainer action in the appropriate Virginia court to obtain possession of the Premises;
3. Seek a judgment for all unpaid rent, late fees, court costs, attorney's fees (if applicable), and any other damages as permitted by Virginia law and your Lease Agreement;
4. Report the eviction and unpaid debt to credit reporting agencies, which may affect your credit score and ability to rent in the future.

RESERVATION OF RIGHTS

This Notice is provided without prejudice to, and with full reservation of, all rights and remedies available to the Landlord under the Lease and applicable law, including but not limited to the right to collect additional rent that may become due after the date of this Notice, and the right to pursue any other claims or remedies that may arise under the Lease or applicable law.

Nothing in this Notice shall be construed as a waiver of any rights, claims, or remedies available to the Landlord, including the right to pursue eviction based on any other lease violations that may exist or occur in the future.

CERTIFICATION OF SERVICE

This Notice was served upon the Tenant on [DATE OF SERVICE] by:

- ☐ Hand delivery to the Tenant personally
- ☐ Hand delivery to a person of suitable age and discretion residing at the Premises
- ☐ Posting on the front door or other conspicuous place at the Premises
- ☐ Certified Mail, Return Receipt Requested (Tracking #: [TRACKING NUMBER])

ACKNOWLEDGMENT OF RECEIPT

(Optional - for hand delivery only)

I, [TENANT'S FULL LEGAL NAME], acknowledge receipt of this Notice on this ____ day of _____, [YEAR].

Tenant's Signature: _____

LANDLORD INFORMATION AND SIGNATURE

Sincerely,

[LANDLORD'S FULL NAME]

[LANDLORD'S ADDRESS]

[LANDLORD'S PHONE NUMBER]

[LANDLORD'S EMAIL ADDRESS]

Date: _____

IMPORTANT LEGAL DISCLOSURES

This Notice is provided in accordance with the Virginia Residential Landlord and Tenant Act (Va. Code § 55.1-1200 et seq.) and all applicable federal, state, and local laws. This Notice does not constitute legal advice. The Landlord reserves the right to amend the amount due in any unlawful detainer action filed pursuant to House Bill 86 (2025).

In accordance with the Fair Housing Act (42 U.S.C. §§ 3601-3619 and 3631), this Notice is being provided without regard to race, color, religion, sex, disability, familial status, or national origin.

Pursuant to Va. Code § 36-139, you are entitled to receive a statement of tenant rights and responsibilities. If you have not previously received this statement, please notify the Landlord immediately.