Virginia Residential Lease Agreement

General template, not legal advice. Have a Virginia attorney review before use. Last reviewed October 29, 2026.

This Residential Lease Agreement (the "Lease") is made on _____ (Date signed) between the landlord and the tenant or tenants named below. The property is located in Virginia, and the law of that state governs this Lease.

1. Parties

Landlord or managing agent (legal name) _____

Landlord mailing address for notices _____

Landlord phone and email _____

Tenant 1 full name _____

Tenant 2 full name _____

Tenant 3 full name _____

Each tenant who signs is jointly and severally responsible for every obligation in this Lease. That means the landlord may ask any one tenant for the full rent or the full cost of damage, not just a share.

2. Property

Street address _____

Unit number _____

City, state and ZIP _____

Parking space or garage _____

Storage area _____

Furniture and appliances included _____

3. Term

The Lease begins on _____ (Start date) and ends at 11:59 p.m. on _____ (End date). If the tenant stays after the end date with the landlord's written consent and no new lease is signed, the tenancy continues month to month on the same terms, and either party may end it with the written notice required by Virginia law.

4. Rent

Monthly rent is $_____ (Monthly rent), due in advance on the _____ (Due day) day of each month. Rent for any partial first month is $_____ (Prorated first month rent). Rent is paid by _____ (Accepted payment methods) to _____ (Payee or payment portal). Payment is made when the landlord receives it, not when it is sent.

A payment that is returned unpaid by the bank incurs a fee of $_____ (Returned payment fee), to the extent allowed by law. After two returned payments the landlord may require certified funds or electronic payment.

5. Late charges

If rent is not received by the end of the _____ (Grace period in days) day grace period, the tenant owes a late charge of $_____ (Late charge). The parties agree this amount is a reasonable estimate of the landlord's costs from late payment and is not a penalty. A late charge never excuses late rent or waives the landlord's other remedies.

> Late fee limits in Virginia: A late fee is allowed only if the written lease provides for it, and it cannot exceed the lesser of 10 percent of the periodic rent or 10 percent of the remaining balance due. (Va. Code 55.1-1204(E))

> Required grace period in Virginia: Under the default terms that apply when no written lease is signed, rent is due on the first and late if not paid by the fifth. (Va. Code 55.1-1204)

6. Security deposit

On signing, the tenant pays a security deposit of $_____ (Security deposit amount). The deposit is not prepaid rent and may not be used by the tenant as the last month's rent. The landlord holds it at _____ (Bank or account where held, if required).

After the tenant moves out and returns the keys, the landlord may deduct unpaid rent, the cost to repair damage beyond normal wear and tear, cleaning needed to return the home to its move-in condition, and other amounts the tenant owes under this Lease. The landlord will return the balance with an itemized list of deductions to the tenant's forwarding address within the time Virginia law requires.

> Deposit limit in Virginia: A security deposit cannot exceed two months of periodic rent. (Va. Code 55.1-1226(A))

> Deposit return deadline in Virginia: The landlord must return the deposit, with a written itemized list of any deductions, within 45 days after the tenancy ends or the tenant moves out, whichever is later. (Va. Code 55.1-1226(A))

> Interest on deposits: _____ (check the rule in Virginia)

7. Other charges and fees

Item	Amount	When due
Pet deposit or pet rent		
Parking		
Storage		
Utility reimbursement		
Other		

8. Utilities and services

The tenant arranges and pays for these utilities and services: _____ (Utilities paid by tenant). The landlord pays for: _____ (Utilities paid by landlord). The tenant keeps utilities the tenant pays for connected through the end of the Lease.

9. Occupants and guests

Only the tenants named above and these occupants may live in the home: _____ (Other occupants and their ages). A guest may stay up to _____ (Maximum guest stay in days) days in any six month period. A guest who stays longer needs the landlord's written approval and may be asked to apply.

10. Use of the property

The home is for private residential use only. The tenant will not use it for any unlawful purpose, will not disturb neighbors, and will follow any house rules or community rules given in writing. A copy of current rules is attached if marked here: _____ (Rules attached: yes or no).

11. Pets

No animals are allowed without the landlord's written consent, except assistance animals that the tenant has a legal right to keep. Approved pets: _____ (Approved pets: type, breed, weight). The tenant is responsible for any damage, waste or noise caused by an animal.

12. Smoking

Smoking and vaping of any substance are _____ (Allowed or not allowed) inside the home and _____ (Allowed or not allowed) on balconies, patios and common areas.

13. Maintenance and repairs

The landlord keeps the structure, roof, plumbing, heating, electrical systems and supplied appliances in working order and makes repairs within a reasonable time after notice, as Virginia law requires. The tenant keeps the home clean and sanitary, replaces light bulbs and batteries in smoke and carbon monoxide alarms, and promptly reports leaks, mold, pests and broken items in writing.

Repair requests go to _____ (How to request repairs: portal, email or phone). For emergencies such as flooding, gas smells, fire or no heat in freezing weather, the tenant calls _____ (Emergency phone) and, where there is danger, emergency services first.

The tenant pays for repairs needed because of the tenant's, an occupant's, a guest's or a pet's misuse or negligence.

14. Alterations

The tenant will not paint, install fixtures, change locks, or make other alterations without written consent. Approved alterations stay with the home unless the landlord asks for them to be removed and the home restored.

15. Landlord entry

The landlord may enter at reasonable times to inspect, make repairs, or show the home to buyers, lenders or new tenants, after giving the advance notice Virginia law requires. The landlord may enter without notice in an emergency or if the tenant has abandoned the home.

> Entry notice in Virginia: Entry must be at reasonable times with notice, and routine maintenance the tenant did not request needs at least 72 hours of notice; no notice is needed in an emergency or when the tenant asked for the work. (Va. Code 55.1-1229)

16. Subletting and assignment

The tenant may not sublet any part of the home, assign this Lease, or list the home for short-term stays without the landlord's prior written consent.

17. Insurance

The landlord's insurance does not cover the tenant's belongings or the tenant's liability. Renters insurance with at least $_____ (Minimum liability coverage) in liability coverage is _____ (Required or recommended).

18. Default

If the tenant fails to pay rent when due or breaks another term of this Lease, the landlord may give the written notice required by Virginia law and, if the problem is not fixed within the notice period, end the tenancy through the court process. The landlord will not remove the tenant, change the locks, or shut off utilities without a court order.

> Notice for unpaid rent in Virginia: For unpaid rent, the landlord serves written notice giving the tenant 14 days to pay before the lease can be terminated. (Va. Code 55.1-1245(F))

> Notice for other lease violations in Virginia: For a breach that can be fixed, the notice says the lease ends at least 30 days after receipt unless the tenant fixes it within 21 days; a breach that cannot be fixed needs at least 30 days of notice, and a criminal or willful act threatening health or safety allows immediate termination. (Va. Code 55.1-1245(A) to (C))

19. Moving out

At the end of the Lease the tenant returns all keys, fobs and remotes, removes all belongings, leaves the home clean, and gives the landlord a forwarding address in writing. The parties will try to inspect the home together before move-out.

20. Notices

Notices under this Lease are given in writing to the landlord at the address above and to the tenant at the property, or by email if both parties agree here: _____ (Email notices allowed: yes or no).

21. Disclosures

The landlord gives the tenant the following disclosures, which are attached or acknowledged below. Homes built before 1978 require the federal lead-based paint disclosure and pamphlet. Other disclosures may also be required where the home is located: check.

- ☐ Lead-based paint disclosure and pamphlet (homes built before 1978)
- ☐ Move-in condition checklist
- ☐ Community or house rules
- ☐ Mold, radon, flood or other state or local disclosures
- ☐ Name and address of the owner or agent authorized to receive notices

> State disclosures in Virginia: The landlord must offer a written lease and give the tenant the state's statement of tenant rights and responsibilities with a signed acknowledgment; a landlord cannot sue over a lease violation until it has been provided. (Va. Code 55.1-1204(B) and (H)) The first page of a written lease must list the deposit, the rent for each period and any one time charges, under a statement that no other deposits or rent will be charged unless listed or added by a signed addendum. (Va. Code 55.1-1204.1) Homes built before 1978 need the federal lead-based paint disclosure and the EPA pamphlet. (Residential Lead-Based Paint Hazard Reduction Act (42 U.S.C. 4852d))

22. General terms

This Lease, with its attachments, is the whole agreement between the parties. Changes must be in writing and signed by both parties. If a court finds any part of this Lease unenforceable, the rest stays in effect. A party's delay in enforcing a term does not waive it. Electronic signatures count as originals.

23. Signatures

By signing, each party confirms they have read this Lease and received a copy.

_____	_____
Landlord or agent signature	Tenant 1 signature
_____	_____
Printed name	Printed name
_____	_____
Date	Date

Tenant 2 signature

Printed name

Date

Tenant 3 signature

Printed name

Date

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