

Virginia Month-to-Month Rental Agreement

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

This Month-to-Month Rental Agreement (the "Agreement") is made on _____ (Date signed) between the landlord and the tenant or tenants named below, for a home located in Virginia. The law of that state governs this Agreement.

1. Parties

Landlord or managing agent

Landlord address for notices

Landlord phone and email

Tenant 1 full name

Tenant 2 full name

Other occupants

Each tenant who signs is fully responsible for all rent and other obligations under this Agreement.

2. Property

Street address and unit

City, state and ZIP

Parking or storage included

Appliances and furniture included

3. Monthly term

The tenancy starts on _____ (Start date) and continues from month to month. Each rental period starts on the _____ (First day of each period) day of the month. There is no fixed end date.

4. Ending the tenancy

Either party may end this tenancy by giving the other written notice at least _____ (Notice period in days) days before the end of a rental period, or any longer period that Virginia law requires for the length of this tenancy. Notice from one tenant ends the tenancy for all tenants unless the landlord agrees otherwise in writing.

A landlord's notice to end the tenancy must comply with any state or local rule that requires a reason, a longer notice period, or relocation help. The landlord will not end the tenancy to retaliate against the tenant or for any discriminatory reason.

Notice to end a month-to-month tenancy in Virginia: Either side ends a month to month tenancy with written notice at least 30 days before the next rent due date, and a week to week tenancy with at least 7 days. (Va. Code 55.1-1253(A))

5. Rent

Rent is \$_____ (Monthly rent) per month, due in advance on the _____ (Due day) day of each month, paid by _____ (Accepted payment methods). Rent for the first partial month is \$_____ (Prorated first month rent).

If rent is not received within _____ (Grace period in days) days after it is due, a late charge of \$_____ (Late charge) applies, to the extent allowed by law. Returned payments incur a fee of \$_____ (Returned payment fee).

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))

6. Changes to rent or terms

The landlord may change the rent or other terms by giving written notice at least as far in advance as Virginia law and any local ordinance require. A change takes effect at the start of a rental period after the notice period ends.

Rent increase notice in Virginia: Landlords who own more than four rental units must give written notice of a rent increase for the next term at least 60 days before the current lease ends. (Va. Code 55.1-1204(K)) When a tenant stays on after the lease without a new one, a new rent set by written notice takes effect on the next rent due date that is at least 30 days after the notice. (Va. Code 55.1-1253(D))

Rent control: _____ (check the rule in Virginia)

7. Security deposit

The tenant pays a security deposit of \$_____ (Security deposit amount) on signing. The landlord may use it for unpaid rent, damage beyond normal wear and tear, and cleaning needed to restore move-in condition. The balance and an itemized statement go to the tenant's forwarding address within the deadline set by Virginia law.

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))

8. Utilities

Tenant pays: _____ (Utilities paid by tenant). Landlord pays: _____ (Utilities paid by landlord).

9. Use, guests and pets

The home is a private residence for the people named above. Guests may stay up to _____ (Maximum guest stay in days) days in a row. Pets are _____ (Allowed, allowed with approval, or not allowed); approved pets: _____ (Approved pets). Assistance animals are handled under fair housing law, not this pet clause. Smoking inside is _____ (Allowed or not allowed).

10. Care, repairs and alterations

The landlord keeps the home safe and fit to live in and makes needed repairs within a reasonable time after notice. The tenant keeps the home clean, reports problems promptly in writing to _____ (How to request repairs), and pays for damage caused by the tenant, occupants, guests or pets. The tenant makes no alterations without written consent.

11. Entry

The landlord may enter at reasonable times for inspections, repairs and showings after giving the advance notice Virginia law requires, and at any time in an emergency.

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)

12. Subletting

The tenant may not sublet, assign, or rent the home for short stays without the landlord's written consent.

13. Default

If rent is unpaid or another term is broken, the landlord may serve the notice Virginia law requires and, if the problem is not cured, end the tenancy through the courts. The landlord will not use lockouts, utility shutoffs or removal of belongings to force the tenant out.

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))

14. Moving out

On move-out the tenant returns all keys, removes belongings, leaves the home clean, and gives a forwarding address in writing.

15. Disclosures

- ☐ Lead-based paint disclosure and pamphlet (homes built before 1978)
- ☐ Move-in condition checklist
- ☐ House or community rules

☐ State or local disclosures that may also be required: check

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))

16. General terms

This Agreement and its attachments are the full agreement. Changes are made in writing, except rent or term changes made by proper notice under section 6. If one part is unenforceable, the rest remains. Electronic signatures count as originals.

17. Signatures

Landlord or agent signature

Printed name

Date

Tenant 1 signature

Printed name

Date

Tenant 2 signature

Printed name

Date

General template, not legal advice. Have a Virginia attorney review before use.