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| Slide 1 |  |  |
| Slide 2 |  | There are three main types of notices that are provided for in the Virginia Residential Landlord Tenant Act. We will discuss each one and provide information on when each notice is appropriate. |
| Slide 3 |  | But before we get too far in – it is imperative that you understand the terms of the lease for the property that you are managing. In other words, READ THE CONTRACT.  If you are confused about what type of notice to send to a tenant, speak with me (your broker), or talk to an attorney who can give legal advice. |
| Slide 4 |  | If rent is not paid when it is due, then you can issue a five-day notice of non-payment.  Please note this is a July 1, 2022 update from how we had been proceeding in the past few years. There is no longer a 14-day notice requirement, or a requirement to offer a payment plan.  The five-day notice of non-payment states that rent must be paid within the next five-days or the landlord will terminate the rental agreement.  If rent remains unpaid at the end of the five-day period, you may terminate the rental agreement and proceed to obtain procession of the premises by filing an unlawful detainer. |
| Slide 5 |  | When a tenant violates the lease in a way that is remediable – for example, having unauthorized guests or parking in the wrong parking space, then the landlord can issue what is called a 21/30 day notice.  The type of violation can be remediable by repairs or the payment of damages.  This notice requires the tenant to fix the breach within 21 days of delivery of the notice. If the breach is not fixed, then the lease will terminate 30 days after delivery of this notice. Again, on day 30, if the tenant remains in the property and the violation has not been fixed, then you can move to get possession of the property by filing an unlawful detainer. |
| Slide 6 |  | This is a notice for a repeat violation – so if you have already issued a 21/30 Day notice to a tenant, and then they commit the same breach. You then can issue a termination notice based on the repeat violation, even if the violation would be remediable.  READ SLIDE |
| Slide 7 |  | Read slide |
| Slide 8 |  | If breach is of a more serious nature – a criminal act or a threat to health and safety, then the landlord can issue a termination notice and end the lease immediately.  You do not have to wait for a criminal conviction to terminate. In the unlawful detainer case, you would need to demonstrate that the person committed the violation by the preponderance of the evidence. This means you have to prove it’s more likely than not that the tenant committed the crime. Keep in mind, this is a lower standard than for a criminal conviction. |
| Slide 9 |  | Read Slide |
| Slide 10 |  | Questions? |