

Lease Violation Notices

As a property manager, there are a number of letters or notices that you can send if a tenant isn't complying with the lease. Below is a summary of the more common ones.

5 day pay or quit

Some more “old school” property managers, or property managers in other states, talk about a “Five day pay or quit” notice. Generally, this notice is sent when the tenant is late on their rent and they are being told they have five days to pay the rent. What makes this specific notice undesirable is that it continues to say, “or leave the property.” By giving the tenant this notice, you are giving them the option to pay their rent within five days or move out of the property and terminate the lease. If the tenant takes the second option, the lease is over, and the owner likely does not have recourse for any damages that might occur while trying to re-rent the property.

5 day late rent notice

Instead of sending a “five day pay or quit” notice, property managers in Virginia should consider sending a “five day late rent notice.” This notice says that the tenant has five days to pay the late rent, or the landlord intends to terminate the lease and proceed to obtain possession. While the outcome may seem the same as the five day pay or quit notice, with this notice, the landlord would be terminating the lease under the VRLTA and would have the right to claim lost rent as damages. This type of notice does not give the tenant the option of “quitting” the property without paying the late rent.

This type of notice is addressed in the [VRLTA § 55.1-1245.F](#)

21/30

A “21/30” notice is sent when there is a material noncompliance with the lease, or a violation of the VRLTA materially affecting health and safety. In this case, the landlord serves written notice on the tenant specifying the acts and omissions that create the breach and saying that the lease will terminate in 30 days unless the tenant comes into compliance within 21 days. This notice is typically sent for things like noise violations or having an unauthorized pet or unauthorized occupant.

This type of notice is addressed in the [VRLTA § 55.1-1245.A](#)

30-day repeat

A “30-day repeat” notice is sent when a tenant has previously been notified of a violation using a “21/30” notice and then subsequently commits a breach of a like nature. In this notice, the landlord must specify the acts and omissions constituting the subsequent breach, reference the prior breach of a like nature, and state that the lease will terminate upon a date not less than 30 days after receipt of the notice. For example, if a tenant receives a 21/30 notice for a noise violation and then commits another noise violation more than 21 days later, a 30 day repeat notice should be sent. Note that the types of violation must be of a like type. This means that if the initial 21/30 notice was about a noise violation and the second lease violation is related to an unauthorized pet, a 21/30 notice must be sent, not a 30-day repeat.

This type of notice is addressed in the [VRLTA § 55.1-1245.E](#)

Non-remediable violation

The final type of notice is for a non-remediable breach that involves criminal or willful acts and poses a threat to the health or safety of others or the property. This type of notice can call for an immediate termination of the lease. Examples of this include any illegal drug activity involving a controlled substance or discharging a firearm in an apartment building.

This type of notice is addressed in the [VRLTA § 55.1-1245.C](#)