

Tenants receiving tenant-based rental assistance with questions are encouraged to contact their local legal aid program at 1-866-534-5243 or valegalaid.org/find-legal-help

Landlord name
Landlord address
City, State, Zip
Landlord phone
Landlord fax
Landlord email

MATERIAL NONCOMPLIANCE NOTICE

TO: Tenant name _____ Date: _____
Tenant address _____
City, State, Zip _____

Take notice that you have failed to follow the terms of your lease dated _____, or have failed to follow the terms of the Virginia Residential Landlord and Tenant Act (VRLTA), Code of Virginia §§55.1-1200 to 55.1-1262. This is a material noncompliance which could lead to your eviction.

The material noncompliance is/are violation(s) of the following provisions of the VRLTA, your lease, or house rules: _____

The full name (or description, if name unavailable) of the individual(s) who committed the violation(s) are: _____

The relationship to the head of household and/or other household members is: _____

The specific actions or inactions constituting the violation(s) are: _____

The date(s) and time(s) of day (if known) of the actions or inactions constituting the violation(s) are: _____

The place(s) of the actions or inactions constituting the violation(s) are: _____

[OPTION 1: REMEDIABLE VIOLATION]. This violation(s) is remediable (can be remedied). You have twenty-one (21) days after your receipt of this notice to remedy the violation(s). That date is: _____. If you remedy by that date, your lease will continue. Within that 21 day period, you are advised to notify the landlord what you have done to remedy the violation(s). If you do not remedy by that date, your lease will end thirty (30) days after your receipt of this notice. That date is: _____. If your lease ends and you have not moved, your landlord may file an eviction lawsuit (Summons for Unlawful Detainer) to ask for a court order to evict you.

[OPTION 2: NON-REMIABLE VIOLATION]. This violation(s) is non-remediable (cannot be remedied). Your lease will end thirty (30) days after your receipt of this notice. That date is: _____. If your lease ends and you have not moved, your landlord may file an eviction lawsuit (Summons for Unlawful Detainer) to ask for a court order to evict you.

[OPTION 3: CRIMINAL OR WILLFUL ACT THAT IS NON-REMIABLE]
This violation(s) constitutes a criminal or willful act that is non-remediable (cannot be remedied) and poses a threat to health and safety. Your lease will end immediately (72 hours) after your receipt of this notice. If your lease ends and you have not moved, we will file an eviction lawsuit (Summons for Unlawful Detainer) to ask for a court order to evict you.

[VIOLENCE AGAINST WOMEN ACT (VAWA) PROTECTIONS]

Your landlord has no information that the violation(s) described above are as a result of your status as a victim entitled to protections under the federal Violence Against Women Act (VAWA) or applicable state or local law. Attached please find copies of a Notice of Occupancy Rights under the Violence Against Women Act, and a Certification of Domestic Violence, Dating Violence, Sexual Assault, or Stalking Form, which VAWA requires that we provide to you.

[HEARING RIGHTS BEFORE COURT FILING]

[OPTION 1: HEARING RIGHTS]. You have the right to a hearing before a court filing to discuss this notice with your landlord. You have ten (10) days after your receipt of this notice to ask your landlord in writing for that hearing. That date is: _____. If you ask your landlord in writing by that date for that hearing, your landlord will schedule that hearing with you and not file an eviction lawsuit until after that hearing (if an eviction lawsuit still is needed). You still will have the right to go to court to defend against an eviction lawsuit.

[OPTION 2: NO HEARING RIGHTS]. You do not have the right to a hearing before a court filing to discuss this notice with your landlord. The reason you do not have that right is: _____

You still will have the right to go to court to defend against an eviction lawsuit.

Any partial payment of rent made before or after a judgment of possession is ordered is accepted with reservation, does not constitute a waiver of your landlord's right to evict you, and will not prevent your landlord from taking action to evict you. However, full payment of all amounts you owe the landlord – including all rent, late fees, and reasonable attorney fees as contracted for in your lease that are owed to the landlord as of the date payment is made, as well as any damages, and court costs – made on or before the court date will cause the eviction lawsuit to be canceled. However, if there are bases for the entry of an order of possession other than nonpayment of rent stated in the unlawful detainer action filed by the landlord, payment will not cause the eviction lawsuit to be canceled.

In addition, full payment of all amounts you owe the landlord – including all rent and late fees as contracted for in your lease that are owed to the landlord as of the date payment is made, as well as any damages, money judgment, award of attorney fees, court costs and Sheriff's costs – made at least 48 hours before the scheduled eviction will cause the eviction to be canceled. However, if there were bases for the entry of an order of possession other than nonpayment of rent stated in the unlawful detainer action filed by the landlord, payment will not cause the eviction to be cancelled.

Upon your written request, your landlord will provide you a written statement of all amounts owed to your landlord so you may pay the exact amount needed to exercise these rights. If your landlord rents five (5) or more rentals, you

may use these rights at any time. If your landlord rents four (4) or fewer rentals, you may use these rights only once each lease period.

Your prompt attention to this matter is both necessary and appreciated.

I certify that a true and exact copy of this Material Noncompliance Notice was given to the tenant at the address shown above by first class mail / hand delivery / electronic mail on _____.

By: _____