

CONSUMER AFFAIRS TIP SHEET

Lease Checklist

Before you rent a place to live or before you rent a place you own, you need to understand what's in a lease agreement. Rights, responsibilities, and obligations should be clearly stated in the lease agreement.

WHAT IS A LEASE AGREEMENT?

A lease is a legal and binding contract between a tenant and landlord. This agreement should contain all rules, regulations, rights and obligations of both the tenant and landlord regarding the use and occupancy of a dwelling unit and premises.

UNDERSTANDING YOUR LEASE AGREEMENT

Whether you're renting or leasing out an apartment, house, townhouse, or condominium, it's crucial to understand the terms of a lease agreement. Lease agreements can vary significantly, so be sure to review all details carefully. Landlords are required to provide a written lease agreement. For more information, check § 55.1-1204 of the Virginia Residential Landlord Tenant Act (VRLTA).

Key Lease Terms:

- **Lease Term:** Typically 12 months, but can automatically renew on a month-to-month lease if you do not give formal notice.
- **Move Out Notice:** All leases require some type of written notice to vacate. Understand those terms in the lease as leases do not end with the expectation the tenant will automatically move out.
- **Rent Payments:** Paid in 12 monthly installments.
- **Due Date:** Rent is due on the 1st of each month and considered late after the 5th.
- **Late Fees:** Fees can be no more than 10% of the base rent per Virginia Law.
- **Early Termination Policies:** Understand what is required if you need to terminate your lease early.
- **One Time Fees:** May be charged one time or at renewal for use of amenities or initial move in to the community.
- **Security Deposit:** Cannot exceed two months' rent.
- **Written Agreement:** Required between tenant and landlord.
- **ADA Requests:** Tenants can submit ADA requests or accommodations per ADA requirements to landlords.

Landlords must provide tenants with a copy of the lease agreement and the Virginia Statement of Tenant Rights and Responsibilities, which must be signed by both parties. This statement is necessary for legal actions against tenants in Virginia.

Both tenants and landlords should thoroughly review and understand the lease terms and VRLTA requirements before finalizing any agreement.

HELPFUL RESOURCES FOR LEASE AGREEMENTS

- **Virginia Residential Landlord and Tenant Act (VRLTA):** Governs rental agreements across Virginia.
- **Virginia Statement of Tenant Rights and Responsibilities:** Summarizes tenant rights and obligations under the VRLTA.
- **Fairfax County** enforces the *Virginia Uniform Statewide Building Code* and the *Statewide Fire Prevention Code*. Both codes are administered by the Virginia Department of Housing and Community Development.
- **Fairfax County Code Chapter 12:** Covers tenant-landlord relations for rentals within Fairfax County.
- **Housing Discrimination:** Enforced by the Human Rights Commission; federal requirements are available at the U.S. Department of Housing and Urban Development.
- **Business Licenses:** Find out if a business license is needed at the Fairfax County Department of Taxation.
- **Lead-Based Paint Disclosure:** Federal law requires landlords to provide this disclosure. The booklet "Protect Your Family From Lead In Your Home" is a valuable resource.

Note: This checklist provides examples of common lease agreement provisions for reference only. For legal advice, consult an attorney.



12000 Government Center Parkway, Suite 433 Fairfax VA, 22035
703-222-8435 TTY 711 Fax: 703-653-1310
consumer@fairfaxcounty.gov
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RESIDENTIAL LEASE CHECKLIST

- **Names:** Include full legal names, contact information, and middle initials/suffixes for all parties (landlord and tenant).
- **Occupancy:** List the number and names of all residents.
- **Description of Rental Dwelling:** Specify the full address and any additional property such as furnishings or parking spaces.
- **Lease Term:** State the start and end dates of the lease and any renewal conditions.
- **Rent Amount:** Outline the monthly rent, any pro-rated amounts, and payment details.
- **Utilities:** Detail which utilities are covered, who pays, and responsibilities for setup and disconnection.
- **Security Deposit:** Specify the amount, holding conditions, return procedures, and any interest details.
- **Maintenance Duties:** Define maintenance and repair responsibilities for both landlord and tenant.
- **Termination Notice Requirements:** Explain notice periods for lease termination and any associated fees or penalties.
- **Access to Premises:** State the rules for landlord access, including notice requirements and tenant obligations.
- **Pets:** Clarify pet policies, including any additional deposits or rent.
- **Tenant Remedies:** Outline steps for tenants if the landlord breaches the lease, including written notice and legal action.
- **Landlord Remedies:** Describe the process for landlords to address tenant breaches, including required notices and **legal steps**.
- **Sub-Lease and Assignment:** Specify rules for renting out the property or sub-leasing, including required permissions.
- **Renter's Insurance:** Inform tenants about their responsibility for insurance to protect personal property.
- **Governing Laws:** Identify the state and local laws applicable to the lease.
- **Rules and Regulations:** Include any additional rules for tenant behavior and use of common areas.
- **Special Provisions:** Note any additional terms agreed upon by both parties.
- **Signature Page:** Ensure the lease is signed by all parties to validate the agreement.



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