

Residential 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.

What's in a Lease Agreement?

If you want to rent an apartment, room, house, townhouse, or condominium, or if you own a dwelling and want to rent it, you need to understand what's in a lease agreement. Not all lease agreements are the same and can differ substantially depending on the type of dwelling that will be rented and the various laws, regulations, and ordinances that may apply. Landlords are required to offer a written rental agreement. Review § [55.1-1204](#) of the Virginia Residential Landlord Tenant Act ([VRLTA](#)) for more details.

- The lease term is 12 months with no automatic renewal
- Rent is paid in 12 monthly payments
- Rent is due on the first of the month and late after the fifth of the month
- A late fee may be charged
- The security deposit can be no more than two months' rent
- The tenant and landlord may enter into a written lease agreement

Landlords are required to provide tenants with a copy of the written lease agreement along with the [Virginia Statement of Tenant Rights and Responsibilities](#), which must be signed by both the tenant and landlord. This statement is required for a landlord to file a lawsuit against a tenant in Virginia.

Tenants and landlords should be sure they understand and agree with all of the provisions of the lease and requirements of the [VRLTA](#) before they make a commitment to be bound by a lease agreement.

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Names:

Include the complete legal names of all parties entering into the lease, that is, the owner(s) of the property or his agent ("the landlord") and the person(s) who will be occupying the dwelling ("the tenant"). Avoid nicknames, partial names and include middle initials and suffixes such as "Junior" or "II" if applicable. Make sure the lease identifies contact information for each party such as a telephone number and mailing or e-mail address.

Occupancy:

The number and names of all persons who will reside in the dwelling.

Description of the Rental Dwelling:

List the complete address and location of the leased dwelling, and describe any additional "property" such as furnishings or assigned parking spaces that might be included with the premises.

Lease Term:

State the specific date the lease will begin and end. This term, or length of the lease, should also state whether the agreement might be extended at the ending date and what conditions will apply if it is extended. Typical lease terms are year to year, month to month and week to week.

Options to Renew:

State what will happen to the lease at the end of the term, if and how it can be renewed and what provisions will apply if the lease is renewed.

Rent Amount:

Include the amount of rent due and the dollar amount of monthly payments plus the amount of pro-rated rent for an initial partial month.

Payment of Rent:

Provide the date rent is due, the grace period before a late fee becomes applicable, the type(s) of payment accepted, place or mailing address where rent is to be paid, and a statement regarding the joint, several, and individual liability of each tenant for the payment of rent.

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Fees or Charges:

If the tenant will be responsible for fees or charges for late rent, bounced checks, attorney fees or other charges, it should be clearly disclosed in the lease agreement.

Utilities:

List what utilities are provided and whether the tenant or landlord will pay for the service. Establish who is responsible for the initial utility set-up and disconnection at the end of the lease.

Move-In and Move-Out Inspections:

At the beginning of the tenancy, the tenant and landlord should prepare a detailed report of the condition of the rental dwelling, list all damage, and agree on all existing conditions. At the termination of the tenancy, the tenant and landlord should inspect the unit together to determine if there is damage or other conditions not reported at the beginning of the tenancy. Charges that may affect the return of the security deposit should be discussed and the tenant given an opportunity to correct any disputed items or conditions.

Security Deposit:

Describes the amount of the security deposit, how it will be held, conditions a tenant must follow for the return of the deposit, landlord's obligations for returning the deposit after the termination of the tenancy, and if interest earned on the deposit is payable to the tenant. Specific procedures and statutory requirements that apply should be outlined. Review § [55.1-1226](#) of the [VRLTA](#) for more details.

Maintenance Duties and Responsibilities:

Maintenance, repair and reporting obligations and responsibilities are listed for the tenant and landlord before, during, and at the end of the tenancy based on duties required by state and local laws, regulations, and ordinances.

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Termination Notice Requirements:

Notice requirements for terminating the lease for any reason either by the tenant or landlord, and any fees, penalties, or liquidated damages should be stated. Specific statutory requirements should be outlined for tenants covered under the [Servicemembers Civil Relief Act](#).

Notices:

Specific requirements for giving written notice and the proper method(s) for delivering written notice to or by either the tenant or landlord should be stated in the lease agreement.

Access to Premises:

Rules for when and how much advance notice the landlord will provide to the tenant in order to enter the rental dwelling for repairs, inspections, insecticide or pesticide use, to show the premises to potential tenants or buyers, or in an emergency situation, should be stated. Tenant requirements to not unreasonably deny the landlord permission to enter should be stated. A requirement that a tenant not unreasonably withhold consent to the landlord to enter into the dwelling unit should also be stated.

Pets:

Authorization and rules concerning pets, if permitted, and additional deposit or rent, if required, should be stated in the lease agreement. The [Fair Housing Act](#) and the Americans with Disabilities Act provide provisions for service animals in residential housing. Contact [Fairfax County Human Rights and Equity](#) programs for information.

Tenant Remedies:

Details specific actions a tenant must take, such as a written notice to the landlord, or court action if the landlord fails to correct a breach of the lease agreement. Before taking court action, legal advice is recommended to be sure proper procedures are followed.

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Landlord Remedies:

A landlord must serve written notice of a breach of the lease agreement to the tenant and follow specific statutory requirements. If the tenant fails to remedy the breach, before taking action, a landlord should obtain advice to be sure proper legal procedures are followed.

Sub-Lease, Assignment or Short-Term Lodging:

States whether a tenant is allowed to rent the dwelling or part of the premises to a third party, and if written permission from the landlord is required. If the landlord will allow sub-lease or assignment, it should be clearly stated in the lease whether both the tenant and sub-tenant are responsible for all the terms and conditions of the original lease for the remainder of the existing lease term.

Renter's Insurance:

Notice to tenants of their responsibility to obtain insurance to protect their personal property and safeguard against perils and liability exposure is required. Landlord insurance protects the property from loss. Tenants need insurance to protect their personal property and liability. Information about renter's insurance is available in the [Virginia Renters Insurance Pamphlet](#) and § 55.1-1206 of the [VRLTA](#) outlines all insurance requirements.

Governing Laws:

Establish which state and local laws apply to the lease agreement. Laws tenants and landlords should review are available to view on our [Tenant-Landlord Laws](#) page.

Rules and Regulations:

Include all rules and regulations concerning the tenant's occupancy of the premises and use of common areas or amenities when the tenant enters into the lease agreement. This may include condominium or homeowner association regulations or special addendums.

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Special Provisions:

Additional terms or conditions may be included by the landlord or tenant based on mutual agreement. Any changes or additions to the lease agreement must be in writing and should also be initialed by both the tenant and landlord.

Signature Page:

Contains the signature(s) of the tenant(s) and landlord(s). A signed lease agreement reduces problems or challenges if a dispute or problem arises during or after the tenancy.

Related links:

The [Virginia Residential Landlord and Tenant Act](#) governs rental agreements between tenants and landlords in all jurisdictions throughout Virginia.

The [Virginia Statement of Tenant Rights and Responsibilities](#) summarizes a tenant's rights and responsibilities 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.

[Chapter 12, Tenant-Landlord Relations, of the Fairfax County Code](#) applies to rental agreements for dwelling units located within Fairfax County.

Discrimination in housing is enforced by the [Human Rights Commission](#). Federal requirements are available at the [U.S. Department of Housing and Urban Development](#).

To find out if a business license is required visit: [Fairfax County Department of Taxation](#).

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Federal law requires landlords to provide a disclosure statement on lead-based paint. A good resource for information is the booklet, "[Protect Your Family From Lead In Your Home](#)".

This lease checklist is presented by the
Fairfax County Tenant-Landlord Commission
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703-222-8435, TTY 711***

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