

REDEMPTION LETTER #1

Letter to tenant when rent paid after UD is filed; but before Court

(TENANT NAME AND ADDRESS)

RE: Late payment of rent
Notice of reinstatement

Dear (tenant):

This will confirm that you paid your rent, costs and attorneys fees after we filed an unlawful detainer to evict you. We accept the rent under § 55-243 of the Code of Virginia, which allows you to “redeem” your late rent once in any twelve month period and keep your rental unit. Since you have paid your rent, your lease is reinstated under § 55-243.

By copy of this letter to the General District Court, we are advising that the amount sued for is paid in full, and asking that it be dismissed under § 55-243 of the Code of Virginia.

NOTICE: IF YOU ARE LATE ON YOUR RENT AGAIN AND WE FILE AN UNLAWFUL DETAINER, YOU MAY NOT BE ABLE TO REINSTATE YOUR LEASE.

In accordance with § 55-248.34 of the Code of Virginia, payment of rent by you will be accepted by us with the reservation that we can claim the above actions by you as grounds of default in any future proceeding arising out of your lease or tenancy.

If you disagree with this letter, or wish to present your side of the story, you have the right to request a meeting with the landlord. You have ten (10) days, beginning the day after the date of this letter, to make a request for a meeting. If you wish to discuss this matter, you must notify the rental office, at ***999 Running Stream Lane, telephone 555-0431***, that you want a meeting and a meeting will be arranged. You can be evicted only by order of a Court, and if Court action is brought to evict you, you have the right to defend that action (tell your side of the story) in court.

Very truly yours,

(Apt. name)

By: (name and title)

cc: General District Court
Whomever

REDEMPTION LETTER #2

Letter to tenant when rent paid after Court Judgment Obtained

(TENANT NAME AND ADDRESS)

RE: Unlawful Detainer – Court Date *[date court judgment obtained]*
Late payment of rent; notice of reinstatement

Dear (tenant):

This will confirm that you paid your rent, costs and attorneys fees after we filed an unlawful detainer to evict you and obtained judgment. While not required by law, we accept the rent under § 55-243 of the Code of Virginia, which allows you to “redeem” your late rent once in any twelve-month period and keep your rental unit. Since you have paid your rent and all costs we have incurred, your lease is reinstated under § 55-243.

By copy of this letter to the General District Court, we are advising that the judgment is paid in full, and asking that it be marked “Satisfied”.

NOTICE: IF YOU ARE LATE ON YOUR RENT AGAIN AND WE FILE AN UNLAWFUL DETAINER, YOU MAY NOT BE ABLE TO REINSTATE YOUR LEASE.

In accordance with § 55-248.34 of the Code of Virginia, future payment of rent by you will be accepted by us with the reservation that we can claim the above actions by you as grounds of default in any future proceeding arising out of your lease or tenancy.

If you disagree with this letter, or wish to present your side of the story, you have the right to request a meeting with the landlord. You have ten (10) days, beginning the day after the date of this letter, to make a request for a meeting. If you wish to discuss this matter, you must notify the rental office, at ***999 Running Stream Lane, telephone 555-0431***, that you want a meeting and a meeting will be arranged. You can be evicted only by order of a Court, and if Court action is brought to evict you, you have the right to defend that action (tell your side of the story) in court.

Very truly yours,

(Apt. name)

By: (name and title)

cc: General District Court
Whomever

SAMPLE BREACH LETTER #1

*[Resident name]
*[Address]

RE: Lease of *[Apartment name, number, date of lease]

Dear *[Resident]:

This letter is to advise you that you are in violation of the terms of the lease or rental agreement described above. Violation of a lease is a serious matter, and can result in termination of your tenancy. This is a formal notice of material noncompliance under § 55-248.31 of the Code of Virginia requiring your compliance within 21 days of this letter.

The specific violation is *[see sample clauses].

It is our policy, and that of Virginia Law, to give you an opportunity to correct the above violation. Accordingly, we expect that you will comply with the terms of the lease/rental agreement and that the conduct of you, those living with you in the apartment (if any) and your guests will be appropriate for our apartment community.

**[IF SUBSIDIZED LEASE, ADD RIGHT TO INFORMAL CONFERENCE CLAUSE]*

In accordance with § 55-248.34 of the Code of Virginia, payment of rent by you will be accepted by us with the reservation that we can claim the above actions by you as grounds of default in any future proceeding arising out of your lease or tenancy.

The undersigned does certify that this letter was mailed, first class mail postage prepaid to the tenant at the address above, and that it was also (hand delivered) (posted on front door of the rental unit) on the date set forth above.

**[put in both hand delivery AND posting, after you take it to the tenant, cross out whichever does NOT apply]*

APARTMENT NAME

RENTAL MANAGER

cc: Whomever

SAMPLE BREACH LETTER #2

*[Resident name]
*[Address]

RE: Lease of *[Apartment name, number, date of lease]

Dear *[Resident]:

This is the second letter we have had to write you about your violation of the terms of the lease or rental agreement described above. The first letter was written on *[date]. This is a formal notice of material noncompliance under § 55-248.31 of the Code of Virginia requiring your compliance within 21 days of this letter.

The specific violation is *[see sample clauses].

While we have the right to terminate your lease now under Virginia Law, we prefer to give you another opportunity to comply with the terms of the lease and the rules and regulations of *[property name]. Accordingly, we expect that you will comply with the terms of the lease/rental agreement and that the conduct of you, those living with you in the apartment (if any) and your guests will be appropriate for our apartment community.

If there are any more violations of your lease/rental agreement, we will terminate your tenancy and take all appropriate steps to evict you. We do not wish to have to take such action, and hope that you will comply with the lease and rules so that it will be unnecessary.

**[IF SUBSIDIZED LEASE, ADD RIGHT TO INFORMAL CONFERENCE CLAUSE]*

In accordance with § 55-248.34 of the Code of Virginia, payment of rent by you will be accepted by us with the reservation that we can claim the above actions by you as grounds of default in any future proceeding arising out of your lease or tenancy.

The undersigned does certify that this letter was mailed, first class mail postage prepaid to the tenant at the address above, and that it was also (hand delivered) (posted on front door of the rental unit) on the date set forth above.

**[put in both hand delivery AND posting, after you take it to the tenant, cross out whichever does NOT apply]*

APARTMENT NAME

RENTAL MANAGER

cc: Whomever

SAMPLE BREACH LETTER #3 - TERMINATION

*[Resident name]

*[Address]

RE: Lease of *[Apartment name, number, date of lease]

NOTICE OF TERMINATION OF LEASE

Dear *[Resident]:

This letter is to notify you that, despite several warnings you have continued to violate the terms of the lease or rental agreement described above. Your violations are non-remediable under § 55-248.31 of the Code of Virginia. Accordingly, we have no choice but to terminate your lease and demand that you vacate your apartment and move from *[Property Name].

We first wrote you on *[date of 1st letter], and again on *[date of 2nd letter]. Both times we asked that you comply with the terms of your lease agreement so that this would not be necessary. The specific violation is *[describe].

You are to vacate the apartment before 12 noon *[date] **[at least 30 days from letter, preferably at end of a rental period (usually a calendar month) & it's a good idea to give 35-40 days notice]*. You must leave the apartment clean and turn in the keys to the rental office, as outlined in your lease and in the standard vacating checklist. Since you violated the lease, you will continue to owe rent on the apartment until we are able to re-rent it or the normal end of the lease, whichever comes first.

We are sorry that we have had to take this action, but you left us no choice.

**[IF SUBSIDIZED LEASE, ADD RIGHT TO INFORMAL CONFERENCE CLAUSE]*

In accordance with § 55-248.34 of the Code of Virginia, payment of rent by you will be accepted by us with the reservation that we can claim the above actions by you as grounds of default in any future proceeding arising out of your lease or tenancy.

The undersigned does certify that this letter was mailed, first class mail postage prepaid to the tenant at the address above, and that it was also (hand delivered) (posted on front door of the rental unit) on the date set forth above.

**[put in both hand delivery AND posting, after you take it to the tenant, cross out whichever does NOT apply]*

APARTMENT NAME

RENTAL MANAGER

cc: Whomever

EMERGENCY TERMINATION LETTER

NOTE: FOR IMMEDIATE/EMERGENCY TERMINATION, AN ATTORNEY SHOULD BE CONSULTED BEFORE YOU BEGIN ACTION. IF YOU DO IT WRONG, YOU COULD BE STUCK WITH THAT TENANT FOR SEVERAL MONTHS BEFORE YOU GET RID OF IT.

*[Resident name]

*[Address]

RE: Lease of *[Apartment name, number, date of lease]

NOTICE OF TERMINATION OF LEASE AND EVICTION

Dear *[Resident]:

This letter is to notify you that your lease is being terminated immediately and you are ordered to move from your rental unit immediately. This is because of your breach of a tenant's obligations under the Virginia Residential Landlord and Tenant Act, the terms of your rental agreement, or which constitute a criminal or willful act which is not remediable under § 55-248.31 of the Code of Virginia and which pose a threat to health or safety. Accordingly, we have no choice but to terminate your lease and demand that you vacate your apartment and move from *[property name].

The reason we are taking this action is because *[describe].

You are to vacate the apartment immediately. You must leave the apartment clean and turn in the keys to the rental office, as outlined in your lease and in the standard vacating checklist. Since you violated the lease, you will continue to owe rent on the apartment until we are able to re-rent it or the normal end of the lease, whichever comes first.

We have begun eviction proceedings in the General District Court for *[name court]. A copy of the Summons in Unlawful Detainer is enclosed; another will be served on you in accordance with Virginia Law. Court is scheduled for *[court date].

**[IF SUBSIDIZED LEASE, ADD RIGHT TO INFORMAL CONFERENCE CLAUSE]*

In accordance with § 55-248.34 of the Code of Virginia, payment of rent by you will be accepted by us with the reservation that we can claim the above actions by you as grounds of default in any future proceeding arising out of your lease or tenancy.

We are sorry that we have had to take this action, but you left us no choice.

The undersigned does certify that this letter was mailed, first class mail postage prepaid to the tenant at the address above, and that it was also (hand delivered) (posted on front door of the rental unit) on the date set forth above.

APARTMENT NAME

RENTAL MANAGER

cc: Whomever

SAMPLE LETTER TO A TROUBLESOME TENANT

September 22, 2003

Jane Trouble Maker
123 Running Stream Lane
Hurricane, USA

RE: Termination of lease, Under River Apartments
Apt. at 123 Running Stream Lane, Hurricane, USA

Dear Ms. Maker:

This letter is to notify you that, despite several warnings you have continued to violate the terms of the lease described above. Your violations are non-remediable under § 55-248.31 of the Code of Virginia. Accordingly, we have no choice but to terminate your lease and demand that you vacate your apartment and move from Under River Apartments.

Your lease is being terminated for material non-compliance and other good cause, in accordance with paragraph 23 of your lease. This material non-compliance is not remediable. Your history at Under River has been continually difficult. This action is based on that entire history, and particularly the following:

1. Unauthorized persons living in the unit – A Irving Beachbum has been barred from the property, in part at your request. He has been seen leaving your unit in the early morning after apparently staying there all night.
2. Interference with the rights and quiet enjoyment of other tenants – Irving Beachbum was seen leaving your unit on March 24, 2003, after having been barred from the property because of his disruptive conduct in the past.
3. Failure to report changes in household – you obtained a marriage license with a Irving Beachbum on or about October 29, 2002; has not been reported as a tenant. This is material noncompliance with paragraph 4 of your lease.
4. You have a dog without the written permission of Landlord, in violation of paragraph 13(d) of the lease. You have not responded to the notice of January 31, 2003.
5. Your dog has left feces on the common area grounds near your unit, which constitutes litter in violation of paragraph 10(b) of the lease.
6. Your dogs barking has disturbed the peace and quiet of Under River, affecting the livability of the area.

7. On or about February 18, 2003, you accosted another resident in the laundry room, threatened physical harm, and verbally abused her. This is a violation of law, and affects the general peace and livability of Under River.
8. On or about January 30, 2003, Under River received a complaint that you were playing the stereo and/or television too loudly and disturbing neighbors. It was also noted that you were beating on the wall and slamming doors, also disturbing neighbors. This adversely affects the general peace and livability of under River.

In addition to the listed items above, we reserve the right to assert all your other violations of the rental agreement on file.

Your lease is therefore terminated and you must move from your apartment as soon as possible, and in no event later than April 30, 2003. If you have not moved by that date, appropriate eviction proceedings will be begun.

In accordance with § 55-248.34 of the Code of Virginia, future payment of rent by you will be accepted by us with the reservation that we can claim the above actions by you as grounds of default in any future proceeding arising out of your lease or tenancy.

If you disagree with this letter, or wish to present your side of the story, you have the right to request a meeting with the landlord. You have ten (10) days, beginning the day after the date of this letter, to make a request for a meeting. If you wish to discuss this matter, you must notify the rental office, at ***999 Running Stream Lane, telephone 555-0431***, that you want a meeting and a meeting will be arranged. You can be evicted only by order of a Court, and if Court action is brought to evict you, you have the right to defend that action (tell your side of the story) in court.

The undersigned does certify that this letter was mailed, first class mail postage prepaid to the tenant at the address above, and that it was also (hand delivered) (posted on front door of the rental unit) on the date set forth above.

APARTMENT NAME

RENTAL MANAGER

cc: Dewey, Cheatham & Howe, attorneys

SAMPLE BREACH LETTERS: NOTES AND HINTS ON USE

The above letters can be used both for:

1. "Incidents", that is, things that are NOT ongoing such as parties, speeding in the parking area, fights, etc. The first several sample phrases which follow can be put into the letter without change.
2. Ongoing violations, (like a dog in the apartment, a junk car in the parking lot, or too many people living in the apartment) require modification and notice that the tenant has 21 days to fix the problem (example: "get rid of Aunt Martha who's not on the lease") or the lease is terminated. The second group of sample phrases which follow have the 21 day to cure language.
3. Stuff in an asterisk/bracket *[] is a COMMENT or INSTRUCTION for what you need to put in that spot.
4. To evict a tenant for poor behavior, the tenant must do the same thing twice, and be given an opportunity to cure after the first time. Examples:
 - A. Tenant has a party on July 4, and receives a notice for disturbing other neighbors. On August 10, tenants' child picks a fight with another kid. You cannot evict because the violations are not the same.
 - B. same as (A) (above) plus on September 1, tenants have a fight with each other. If the July 4 letter says "disturbing neighbors", AND the September 1 letter is written from a "disturbing neighbors" angle, then you can evict. If it is written from a "fighting" angle, then you have two separate types of incidents.
 - C. Party July 4; warning. Kid picks a fight August 10; warning. Dog (kept with permission) bites mailman on October 1; warning. Party October 31: CAN EVICT (a) based on first warning July 4 or (2) "Repeated minor violations" clause in many leases. HINT: Use BOTH reasons; if one doesn't work, then the other might.
5. USE SIMPLE ENGLISH. Tenants are not lawyers (at least, we hope not!) and cannot understand legal mumbo-jumbo. Neither is the average property manager, and if you use the wrong "legal" term, it can mess up your whole case. Easy way to test what you've written is to hand the draft letter to someone who doesn't know anything about the case (delete names before you do this) and if they can (1) tell you what the tenant did and (2) what you're telling the tenant about it, then you've written a good letter. "Write it so even a Judge can understand it!"
6. If the tenant did SEVERAL things wrong (Party, fight, dog biting next door neighbor who tried to quiet the party), then list EACH in a separate, numbered paragraph.

7. READ ALL PRIOR VIOLATION LETTERS BEFORE SENDING. As noted in the examples, you can call some acts two (or more) different types of violations. If you can figure a way that conduct is the same as a prior violation, it's easier to get rid of a tenant.
8. ***RIGHT TO INFORMAL CONFERENCE CLAUSE.*** At one time subsidized (e.g. Section Eight) tenants had to have this opportunity. We continue to suggest you use this in any subsidized lease, and it's not a bad idea to use in ALL cases.

“If you disagree with this letter, or wish to present your side of the story, you have the right to request a meeting with the landlord. You have ten (10) days, beginning the day after the date of this letter, to make a request for a meeting. If you wish to discuss this matter, you must notify the rental office, at 999 Running Stream Lane, telephone 555-0431, that you want a meeting and a meeting will be arranged. You can be evicted only by order of court, and if court action is brought to evict you, you have the right to defend that action (tell your side of the story) in court.”

SAMPLE PHRASES
THE FOLLOWING ARE FOR 'INCIDENTS'

- A. On [date] a large number of people gathered in your apartment and played loud music. This disturbed other residents, and is a violation of [Paragraph _ of your lease] [community rule # __] [your lease].
- B. On [date] there was excessive yelling and sounds of an apparent fight within your apartment. This disturbed other residents, and is a violation of [Paragraph __ of your lease] [community rule # __] [your lease].
- C. On [date] you [or family/guest name] was seen driving too fast in the parking area. In addition to the obvious danger to others, this is a violation of [Paragraph __ of your lease] [community rule # __] [your lease].
- D. On [date] your children took part in a fight in the parking lot. This is a violation of the Rules of the Apartment Community, and parents are expected to properly supervise their children. All parents of children involved in the incident are receiving a letter similar to this.
- E. On [date] the rental office received notice that you verbally abused (yelled at) and threatened another resident. This is a serious violation of law, your lease and the Apartment Community Rules, and it disturbed other tenants. [See [Paragraph __ of your lease] {community rule # __}].

*THE FOLLOWING ARE FOR ONGOING VIOLATIONS AND
CONTAIN SPECIFIC RIGHT-TO-CURE LANGUAGE*

- F. You have a dog in your apartment in violation of the terms of your lease. You have 21 days, expiring *[date – 25 days from date of letter] to get rid of the dog. If you do not get rid of it, your lease will terminate *[different date, at least 30 days from date of letter, better to give 35; ALSO, try to make termination date same as the end of a rental period (e.g. month)].
- G. You have a 1970 Ford Maverick parked in the parking lot. This vehicle has expired license tags, no current inspection sticker, and four flat tires. This is a violation of *[state lease paragraph or apartment community rule]. You have 21 days, expiring *[date – 25 days from date of letter] to get rid of the vehicle. If you do not get rid of it, your lease will terminate *[different date, at least 30 days from date of letter, better to give 35 days; ALSO, try to make termination date same as the end of rental period (e.g. month)].
- H. You have *[name, if available, else a male (female) person] living in your apartment who is not listed on your rental agreement. This is a violation of the terms of your lease. You have 21 days expiring *[date – 25 days from date of letter] to get rid of this person. If you do not get rid of him/her, your lease will terminate *[different date, at least 30 days from date of letter, better to give 35 days; ALSO, try to make termination date same as the end of rental period (e.g. month)].
- I. On *[date] your apartment was inspected as provided for in your lease. At that time, we found that your apartment is not being kept in a clean and sanitary manner, and that the housekeeping is not appropriate. Specifically, it was noted that *[dirty diapers are piled in each room] [there is cat/dog feces in 20 areas in the apartment] [the oven is extremely dirty and there are roaches in it] *[ALTERNATIVE: The specific problems are noted on the inspection form enclosed].
- You have 21 days expiring *[date – 25 days from date of letter] to completely clean your apartment [and get rid of roaches, etc.]. If you do not clean it satisfactorily, your lease will terminate *[different date, at least 30 days from date of letter, better to give 35 days; ALSO, try to make termination date same as the end of rental period (e.g. month)].

THE FOLLOWING ARE FOR “EMERGENCY” TERMINATIONS

- J. On *[date] you were arrested for selling drugs in your rental unit. This is criminal conduct, a violation of Law, and poses a threat to the health and safety of all residents.
- K. On *[date] you brandished a gun at several residents *[and were arrested for it]. This is criminal conduct, a violation of Law, and poses a threat to the health and safety of all residents.
- L. On*[date] you went on a rampage and broke out several windows in the apartments, and caused additional destruction of property. This is criminal conduct, a violation of Law, a violation of the lease, and poses a threat to the health and safety of all residents.

NOTICE OF RESERVATION OF RIGHTS SAMPLE LETTER

(DATE)

NOTICE OF RESERVATION OF RIGHTS

(TENANT NAME AND ADDRESS)

RE: Receipt of rent
(apartment description)

Amount Received:

Dear (tenant):

This will confirm that we have received rent you owe for your apartment as noted above. You have previously received notice from us dated *[date of letter; if more than one letter, list them ALL] that you are not in compliance with the terms of your lease or rental agreement.

We still expect you to comply with the notice that you have received, and the fact that we have accepted your rent is not waiver of our right to enforce the notice and evict you if you do not comply. Under Virginia Code 55-248.34, we specifically reserve all rights, under law and equity, to assert all claims against you for violation of the terms of your lease, the apartment community rules, under all notices previously delivered to you.

The undersigned certifies that this letter was mailed, first class mail postage prepaid to the tenant at the address above, and that it was also (hand delivered) (posted on the front door of the rental unit) on the date set forth above.

**[put in both hand delivery AND posting, and after you take it to the tenant, cross out whichever does NOT apply]*

Very truly yours,

(APARTMENT NAME)

(NAME OF PERSON SENDING)

cc: WHOEVER