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Virginia 72-Hour Landlord Notice to Enter Form

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VIRGINIA 72-HOUR NOTICE TO ENTER

Pursuant to Virginia State law, Owner/Agent hereby gives **72-HOUR NOTICE** to:

TENANT'S NAME(S): _____

and all persons at the street address of: _____

The Owner, Owner's Agent, or Owner's employee(s) will enter said premises on or about

_____ , 20_____, during normal business hours for the reason set forth below:

- To make necessary or agreed repairs
- To do necessary or agreed decorating
- To make necessary or agreed alterations or improvements
- To supply necessary or agreed services
- To exhibit the rental unit to prospective purchasers, mortgagees, tenants, or contractors
- To inspect waterbed or liquid-filled furniture
- To test the smoke detector
- To verify Resident has abandoned premises
- To inspect the unit prior to the termination of the tenancy if requested by Resident
- Pursuant to Court Order
- Other: _____

Owner/Agent Signature: _____ Date: _____

PROOF OF SERVICE

To be filled out by Server **AFTER** service on the Tenant(s) is complete.

I, the undersigned, declare that I served this true copy on _____, 20_____, to the address of: _____ to the above-mentioned Tenant(s) in possession in the manner as indicated below:

BY DELIVERING the notice personally to the Tenant(s) or to someone of suitable age and discretion at the premises at least _____ hours prior to the intended entry.

BY LEAVING a copy of the notice at, near, or under the usual entry door of the premises at least _____ hours prior to the intended entry in a manner in which a reasonable person would discover the notice, or at least _____ hours prior to entry in the case of an initial inspection prior to terminating the tenancy.

BY MAILING a copy of the notice addressed to the Tenant(s) at least _____ days prior to intended entry.

I declare under penalty of perjury that the foregoing is true and correct and if called as a witness to testify thereto, I could do so competently.

Declarant's Signature: _____ Date: _____



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Updated January 05, 2023

Chat

A **Virginia notice to enter** alerts a tenant that their landlord needs to access their rental unit. The landlord has to provide at least seventy-two (72) hours' notice and can only enter at reasonable times of day as agreed with the tenant.

Laws – [§ 55.1-1229\(4\)](#)

Notice can be used for

- Exhibiting the unit to potential buyers, contractors, mortgage lenders, tenants, or workers;
- Inspection;
- Repairs, decorations, alterations, or improvements; and
- Services.

Other Landlord Access

Abandonment or Surrender ([55.1 § 1229\(C\)](#)) A landlord can enter a rental unit without notice or consent if they have a reasonable belief that the tenant has abandoned or surrendered the property.

Court Order ([55.1 § 1229\(C\)](#)) – A landlord can enter a rental unit without notice or consent if they have a proper court order.

Emergency ([55.1 § 1229\(A\)](#)) – A landlord can enter a rental unit without notice or consent in case of an emergency.

Extended Absence ([§1249](#)) – If necessary, a landlord can enter a rental unit without notice or consent if the tenant has been absent from the unit for more than seven (7) days without notice.

Noncompliance ([55.1 § 1248\(3\)](#)) – If the tenant has breached the lease agreement in a manner that causes damage or unhealthy living conditions to or in the unit, the landlord can send reasonable notice to enter to remedy the breach at the expense of the tenant.

Request by Tenant ([55.1 § 1229\(A\)](#)) – If the tenant has requested maintenance, the landlord does not have to provide prior notice to enter. The request is considered consent.

Temporary Relocation ([55.1 § 1229\(B\)](#)) – If a landlord needs a tenant to vacate the property for up to thirty (30) days for extensive maintenance, they must give the tenant at least thirty (30) days notice and provide alternative housing arrangements for the tenant. The tenant is still responsible for all rent payments during the temporary relocation.



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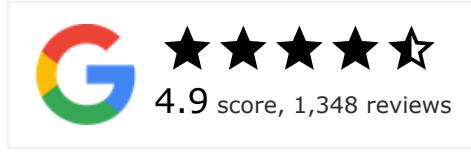
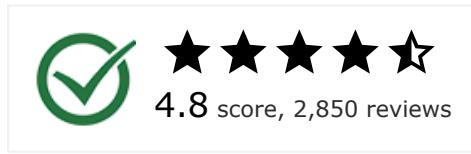
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FAQ (Frequently Asked Questions)

Contact

Affiliates

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