Virginia Month-to-Month Lease Agreement

Initial fee disclosure

No additional security deposits or rent shall be charged unless they are listed below or incorporated into this agreement by way of a separate addendum after execution of this rental agreement.

Monthly rent ($)

Refundable security ($)

Additional refundable security ($)

Other refundable security ($)

Refundable ordinary-pet security ($)

Advance last-month rent ($)

Nonrefundable ordinary-pet fee ($)

Other initial nonrefundable fee ($)

Prepaid damage insurance ($)

Prepaid renters insurance ($)

First rental payment ($)

General initial payment date

Enter 0 for each charge that does not apply. Identify fee purposes and any separate due dates in the property details.

Tenant initials: 1 _____ 2 _____ 3 _____ 4 _____ 5 _____ 6 _____

1. Parties and rental home

Landlord / owner name

Landlord phone

Landlord email (optional)

Tenant 1 full name

Tenant 2 full name

Tenant 3 full name

Tenant 4 full name

Tenant 5 full name

Tenant 6 full name

Rental address, unit, city, state and ZIP

Other authorized occupants

Tenant initials: 1 _____ 2 _____ 3 _____ 4 _____ 5 _____ 6 _____

Landlord leases the identified Virginia dwelling and appurtenances to the named Tenants for residential use by the listed occupants. Occupancy restrictions remain subject to fair-housing, reasonable-accommodation and other protected rights. Assignment and subletting require prior written consent. Landlord shall act on a completed written application for a proposed assignee or subtenant within ten business days as Virginia Code 55.1-1204 requires; failure to act has the statutory effect. No transfer automatically authorizes eviction.

2. Lease term

Lease start date

This tenancy begins on the stated start date and continues monthly until lawfully terminated. Either party may end this monthly tenancy by serving written notice on the other at least 30 days before the next rent due date (Va. Code § 55.1-1253). The landlord must comply with any longer mandatory notice, including the 60-day notice for qualifying multifamily nonrenewals. Rent and other changes require applicable notice and written agreement. The parties may agree in writing to an earlier termination. Protected termination rights remain available.

3. Rent and payment

Day due each month

Payment method and delivery instructions

Returned-payment terms

Pay the stated periodic rent and any separately stated prorated first payment on the agreed dates. Signing does not acknowledge money not actually received. Landlord accepts check and money order and offers a payment method without added processing fees; any permitted electronic processing charge cannot exceed actual third-party expense. Cash and money-order payments receive written receipts. A requested account statement is provided within ten business days as Virginia Code 55.1-1204 requires. Only the written agreed late charge may be assessed, capped at the lesser of ten percent of periodic rent or ten percent of the remaining unpaid rent balance.

4. Security and move-in payment

Prorated period, if applicable

Combined initial schedule ($); separate dates may apply

All refundable security, however labeled, including ordinary-pet and additional security, together cannot exceed two months of periodic rent. Security plus damage-insurance and renters-insurance premiums payable before tenancy also cannot exceed that limit. Security is not an automatic last-month rent credit. Provide an itemized disposition and any refund within forty-five days after tenancy termination or vacancy, whichever occurs last, subject to Virginia Code 55.1-1226 and any shorter lawful agreed period. Deductions must be lawful and exclude reasonable wear. Preserve statutory notices, move-out inspection participation, utility withholding, contractor-extension and forwarding-address procedures. No automatic interest obligation based on a thirteen-month lease is created; any separately agreed or legally required interest remains payable.

5. Utilities, services and appliances

Electricity: responsible party	Amount, split or other terms
Gas: responsible party	Amount, split or other terms
Water: responsible party	Amount, split or other terms
Sewer: responsible party	Amount, split or other terms
Trash: responsible party	Amount, split or other terms
Internet: responsible party	Amount, split or other terms

Tenant initials: 1 _____ 2 _____ 3 _____ 4 _____ 5 _____ 6 _____

Parking: responsible party

Amount, split or other terms

Included appliances, services and storage

The completed allocations govern utility services, included appliances, lawn care and other assigned services. Tenant arranges and pays only the identified responsibilities. Any allocation remains subject to landlord habitability duties and applicable utility-billing law. Essential services may not be interrupted to recover possession.

6. Care and maintenance

Maintenance contact and reporting instructions

Landlord retains the duty to maintain fit, habitable premises, supplied systems and appliances, required alarms, and other duties under Virginia Code 55.1-1220. Tenant keeps the home sanitary, uses plumbing and equipment properly, promptly reports leaks, unsafe conditions and needed repairs, and avoids negligent or deliberate damage. Tenant changes supplied HVAC filters on the agreed monthly schedule and performs the identified ordinary cleaning, bulb and yard tasks, subject to law. No repair or maintenance fee is imposed unless necessitated by a tenant statutory violation. Tenant does not assume landlord liability merely by accepting possession.

Document move-in condition under Virginia Code 55.1-1214, including the required written report and opportunity to object. Record visible mold under section 55.1-1215; the tenant retains the statutory choice not to take possession and applicable remediation rights. Written permission is required for alterations and improvements, subject to protected rights. Approved improvements remain or are removed as lawfully agreed. At surrender return keys and leave the premises reasonably clean, allowing ordinary wear. Cleaning or damage deductions must reflect lawful charges, not automatic replacement or repainting costs.

VIRGINIA REPAIR REMEDIES: Statutory habitability, repair, court-escrow and essential-service remedies remain available. Follow the notice, access, eligibility and documentation requirements of the applicable Virginia Residential Landlord and Tenant Act provisions. This agreement does not authorize general rent withholding or waive those remedies.

7. Access

Tenant shall not unreasonably withhold consent for lawful inspection, repairs, services or showings. Landlord gives notice and enters at reasonable times without harassment. Unless impractical, unrequested routine maintenance requires at least seventy-two hours notice stating the last possible work date and must occur within fourteen days of notice. Tenant-requested maintenance and emergency entry follow the statutory exceptions. Other inspections and showings receive the agreed twenty-four hours notice unless law requires more or an applicable exception permits otherwise. Monthly filter inspections and final forty-five-day showings remain subject to these limits and Virginia Code 55.1-1229.

8. Animals, smoking and community rules

Pet terms; assistance-animal rights remain protected

Ordinary pets require the completed permission and identified pet addendum. Separately disclose refundable pet security and any lawful nonrefundable pet fee; a refundable deposit cannot be relabeled nonrefundable. Assistance animals remain subject to fair-housing accommodation rights and no prohibited pet charge applies. Restrictions do not authorize automatic forfeiture or immediate eviction.

Areas where smoking is allowed or prohibited

Community rules incorporated into the lease

Keep access routes clear, windows and doors safe and clean, plumbing properly used, and trash in designated containers. Close windows during inclement weather. Follow supplied lawful HOA, parking, porch, outdoor laundry and noise rules. Do not install unapproved locks or hazardous materials; statutory security-device and accommodation rights remain. Use nonabrasive cleaners for bathroom surfaces and keep dryer vents unobstructed. Tenant-caused damage and lawfully chargeable association costs require proof and cannot waive landlord duties. Landlord insurance does not insure tenant belongings. Renters insurance is recommended unless a separate lawful requirement is expressly completed.

9. Default, damage and move-out

Virginia statutory notice, cure and judicial procedures govern default and possession. The currently applicable nonpayment notice under Virginia Code 55.1-1245 allows fourteen days to pay; a remediable material breach ordinarily requires twenty-one days to cure and at least thirty days before termination. Other statutory grounds have their own requirements. No automatic acceleration, lockout or utility shutoff is authorized. Abandonment and personal property left behind require the applicable statutory process, not automatic disposal or release of liability. Mitigate damages and avoid double recovery. Casualty, uninhabitability, repair, military and protected-victim remedies remain available. Recover attorney fees only as law permits. No tenant indemnity waives landlord liability arising under law.

10. Management and property disclosures

Authorized manager name

Manager mailing address

Owner / agent for service and notices

Address for service and notices

Use the completed party and authorized-agent notice addresses, and notify the other party of changes. Statutory notice and service requirements control. Certified mail may be used when legally sufficient; an email address or electronic signing does not automatically replace required service. Tenant private invitation details and Social Security numbers are not printed in this agreement.

Construction year

Virginia property details

Complete the applicable property information below. Lead questions apply to covered housing built before 1978. Lead details, records and other-condition details apply when those answers are selected. Identify separate documents given directly to each tenant; no upload is needed.

Property

Virginia city or town

Rental type

Contacts

Owner mailing address

Tenant notice address

Term

Tenancy type

Agreed renewal arrangement

Security

Agreed deposit accounting period in days

Property condition

Agreed days to report move-in conditions

Supplied condition and furniture inventory

Occupancy

Guest arrangements

Authorized registered vehicles

Off-street spaces and designated locations

Disclosures

Other supplied addenda and exhibits

Property disclosures

Known lead paint or hazards

Known lead information

Available lead reports or records

Reports supplied to each tenant

Agent acting for landlord

Payments

Late fee

Agreed late fee in dollars

Full days after rent due before a late fee

Occupancy

Waterbed permission

Waterbed approval terms

Security

Separate security deposit agreement, if supplied

Occupancy

Renters insurance

Renters insurance terms

Payments

Advance last-month rent due date and application

Second rental payment due date

Occupancy

Nonrefundable pet fee purpose

Payments

Returned-payment processing fee

Nonrefundable fee purpose

Initial payment receipt

Initial payment actually received

Method and date of payment received

Allocation of payment received

Property disclosures

Tobacco smoke policy

Military air installation noise / accident zone

Designated noise / accident zone and map reference

Known unremediated defective drywall

Known former methamphetamine manufacture without required cleanup

Property condition

Visible mold in readily accessible interior areas

Property disclosures

Property disclosure details and document references

Incorporated addenda and document index

Provide the current Virginia DHCD Statement of Tenant Rights and Responsibilities and complete its required acknowledgment. Provide the signed lease and statement within ten business days as required. Complete the move-in condition and visible-mold reports, required alarm certification and all applicable military-air-installation, defective-drywall, methamphetamine, ownership, sale, foreclosure and federal lead disclosures. Identify and actually deliver applicable addenda; listing a document alone does not establish delivery or separately required signatures.

Give each applicable separate disclosure before signing. Record existing conditions and keep a copy of the move-in inspection.

Lead-based paint disclosure — covered pre-1978 housing

☐ Applies to this tenancy ☐ Not applicable after review

Housing built before 1978 may contain lead-based paint. Lead from paint, paint chips, and dust can pose health hazards if not managed properly. Lead exposure is especially harmful to young children and pregnant women. Before renting pre-1978 housing, lessors must disclose the presence of known lead-based paint and/or lead-based paint hazards in the dwelling. Lessees must also receive a federally approved pamphlet on lead poisoning prevention.

For covered housing, each Lessee acknowledges receipt of the lead information and listed records above and the EPA pamphlet Protect Your Family From Lead in Your Home. Each Lessor and Lessee certifies that their statements are accurate to the best of their knowledge by their signature and date at the end of this agreement. Any involved agent supplies a signed acknowledgment of informing Lessor of the obligations under 42 U.S.C. 4852d and the agent’s duty to ensure compliance. Lessor and any agent retain the completed signed disclosure or lease for at least three years from commencement of the leasing period.

Payment receipt: Only the actual amount entered as received, with its method and allocation, is acknowledged. Signing does not confirm payment of scheduled charges.

11. Additional agreed terms

Additional terms

12. Entire agreement

Virginia law governs this agreement and lawful incorporated addenda. Written amendments signed by the parties are required except as law permits otherwise. Binding effect, severability, interpretation, descriptive headings and non-waiver terms do not waive mandatory rights or remedies. Invalid terms do not invalidate the remaining lawful agreement. Each party may retain a copy and choose paper signing. No general indemnity or disclaimer excuses landlord liability imposed by law.

Virginia Statement of Tenant Rights and Responsibilities under the Virginia Residential Landlord and Tenant Act as of July 1, 2026

This is a summary of tenants' rights and responsibilities under the Virginia Residential Landlord and Tenant Act. This summary does not modify your lease or Virginia law. A lease cannot give up a tenants' rights under the law. The information below is not intended as legal advice. All parties to a rental agreement are encouraged to consult the Department of Housing and Community Development's website for more information related to landlord and tenant resources. Tenants with questions are encouraged to contact their local legal aid program at (866) 534-5243 or valegalaid.org/find-legal-help.

Tenant Rights

Applications:

Tenants may be charged a nonrefundable application fee of no more than $50 (not including third party costs for a background check) and a refundable application deposit. If the tenant does not rent the unit, the application deposit must be returned, minus any actual costs or damages. (§55.1-1203)

Written lease:

Under the VRLTA, a landlord is required to provide a tenant a written lease within 10 business days of the effective date of the lease agreement. If a landlord fails to do so, the VRLTA still protects a tenant by establishing a statutory lease between landlord and tenant for 12 months not subject to automatic renewal. (§55.1-1204)

Disclosure:

A landlord must reveal certain information to the tenant, including any visible evidence of mold (§55.1-1215), the name and address of the owner or property manager (§55.1-1216), notice of sale or foreclosure of the property (§§55.1-1216, 1237), and on the first page of the lease, a list of all charges including the security deposit, rent, and any additional charges. (§55.1-1204.1)

Security Deposit:

A landlord may require a security deposit of up to two month's rent. Within five days of moving in, the tenant has a right to object to anything in the move-in report. The tenant also has a right to be present at a move-out inspection, which must be made within 72 hours of delivery of possession. (§§55.1-1214, 1226)

Receipts:

A tenant is entitled to a written receipt of rent paid by cash or money order. Upon request, a tenant is entitled to a written statement of all charges and payments over the past 12 months. (§55.1-1204(D), (J))

Payment Methods:
A landlord must accept periodic rent and security deposit payments by check and money order. A landlord must accept at least one method of payment that does not include additional collection or processing fees. (§55.1-1204(J))

Privacy:
A landlord may not release information about a tenant without consent, except under certain conditions, which are generally when tenant information is already public. (§55.1-1209)

Fit and Habitable Premises:
A tenant has the right to a fit and habitable rental unit in accordance with the Uniform Statewide Building Code. The landlord must make all repairs needed to keep premises fit and habitable. (§55.1-1220) To request repairs, the tenant must give the landlord written notice of the need for repairs, and give the landlord a reasonable amount of time to make the repairs. A landlord cannot require a tenant to pay a fee for the maintenance or repair of a unit unless the damage was from a tenant's violation. (§55.1-1208) If repairs are not made, a tenant can file a Tenant's Assertion in General District Court. The tenant must be current on rent in order to file a Tenant's Assertion (after Jan 1, 2027, the tenant does not have to be current on rent to file a Tenant's Assertion). Tenants must pay into court escrow rent that becomes due. There is no rent withholding in Virginia except under repair and deduct (below). (§55.1-1244)

A locality (county, city or town) may act on behalf of a tenant to enforce the provisions of the Virginia Residential Landlord and Tenant Act to address conditions that are a fire hazard or serious threat to life, health, or safety (e.g. rodent infestation, lack of heat, hot or cold running water, electricity, or adequate sewage disposal). (§55.1-1259)

Repair and Deduct:
If an issue on the premises affects life, health, safety, or seriously affects habitability, and a landlord has not begun to address it within 14 days after written notice from the tenant, the tenant may contract to have the repair done by a licensed contractor at a cost of not more than $1,500, or one month's rent, whichever is more. The tenant may deduct the actual cost of the repair from the rent. The tenant must send the landlord an itemized invoice and a receipt for payment to the contractor for the work, along with any payment of remaining rent owed. If a local government or nonprofit does repairs on behalf of the tenant, the tenant is still entitled to reimbursement by the landlord or to make a deduction from the rent. A tenant may not repair at the landlord's expense if the problem was caused by the tenant or their guest, OR if the tenant denied the landlord access to the unit, OR if the landlord already fixed the problem before the tenant hired a contractor. (§55.1-1244.1)

Uninhabitable Dwelling Unit at Move In:
If, at the beginning of the tenancy, there exists a fire hazard or a serious threat to the life, health or safety of the tenant (such as an infestation of rodents or a lack of heat, hot or cold running water, electricity, or adequate sewage disposal facilities), the tenant may terminate the rental agreement and receive a full refund of all deposits and rent paid to the landlord. To terminate the agreement and request a refund, the tenant must provide a written notice of termination no later than seven days after the tenancy started. If, upon receipt of notice, the landlord agrees such hazardous condition exists, the landlord must refund all deposits and rent paid within 15 business days of being notified or of the tenant vacating the unit, whichever occurs later. (**§55.1-1234.1**)

The landlord may, in a written notice provided to the tenant, state that the termination is unjustified and refuse to accept the tenant's termination of the lease. A tenant who has vacated the unit (or never moved in initially) may then challenge the landlord's refusal in court. The prevailing party shall be entitled to recover reasonable attorney fees. (**§55.1-1234.1**)

Notification of Rent Increase/Nonrenewal:
If a lease contains an option to renew or an automatic renewal provision, a tenant must be notified in writing of a rent increase or nonrenewal at least 60 days before the end of the lease term. This only applies when a landlord owns more than four rental units or more than 10% percent interest in more than four rental units in the Commonwealth. (**§55.1-1204**(K))

Eviction:
A landlord may not evict a tenant without following the court eviction process. If the tenant does not pay rent by the due date, the landlord first sends a written notice informing the tenant of the amount of rent and fees owed and that the landlord will file an unlawful detainer (eviction) lawsuit if the tenant does not pay OR leave the unit. If the tenant does not pay the amount owed within 14 days, the landlord can file an unlawful detainer (eviction) lawsuit. If a tenant leaves and does not pay, the landlord may file a warrant in debt to collect rent owed. To evict the tenant, the landlord must get a court order of possession, followed by a Writ of Eviction that is served by the Sheriff. (**§§55.1-1245, 1252**). A tenant not getting paid due to a federal shutdown of 14 or more days can get an eviction lawsuit for nonpayment of rent postponed for 60 days. (**§44-209**) A tenant has the right to appeal an eviction. The court may waive the appeal bond if the tenants income is below a certain amount defined by §19.2-159 (indigent persons). (**§16.1-107(C)**)

When facing an unlawful detainer (eviction) action, a tenant has the right to present evidence of written requests made to the landlord to address conditions impacting the safety and habitability of the premises. The tenant must follow the proper court processes

and may request that the court reduce the amount of rent owed based on the unit's condition. (**§55.1-1241**)

Unlawful Exclusion, Interruption of Essential Services, and Unlivable Premises:
A landlord may not unlawfully exclude a tenant from the premises, interrupt an essential service, or make the unit unlivable. If this happens, the tenant may sue the landlord in General District Court and get an initial court hearing within five calendar days. At this hearing, a court may order the landlord to give the property back to the tenant, resume the essential service, or fix the conditions that make the unit unlivable. The court may also hold a second hearing within 10 days of the first hearing and may find that the tenant is entitled to actual damages, statutory damages, and reasonable attorney's fees. (**§55.1-1243.1**) If a tenant is excluded from the unit because the unit was condemned, the tenant may sue the landlord for actual damages. The landlord must return any prepaid rent, security deposit, and rent paid after the unit was condemned. (**§55.1-1243.2**)

Domestic Violence— Right to Change Locks:
If a tenant has obtained an order from a court under §16,1-279.1 (for family abuse) or §20-103 (for apprehension of physical harm by a family or household member) that excludes someone else from the premises, the tenant may provide the landlord with a copy of that court order and request that the landlord either install a new lock or other security devices on the exterior doors of the unit or permit the tenant to do so.

In the event the tenant changes the locks, the tenant shall provide a duplicate copy of all keys and instructions for the operation of all devices to the landlord. The new lock/security device must not cause permanent damage to the dwelling unit, and the tenant shall be responsible for the cost of installing the lock/security device, reasonable costs incurred to remove the device(s), and all damage upon termination of the lease. (**§55.1-1230**)

Domestic Violence—Right to Terminate the Lease:
A tenant who is a victim of family abuse as defined by §16.1-228, sexual abuse as defined by §18.2-67.10, other criminal sexual assault, stalking in violation of §18.2-60.3, or trafficking in violation of Article 3 of Chapter 8 of Title 18.2 may terminate their lease if:

1. The tenant has obtained a preliminary protective order under §16.1-253.1 (for family abuse), OR an order of protection under §16.1-279.1 (for family abuse), OR a permanent protective order under §19.2-152.10 (general protective order) against the perpetrator, OR the perpetrator has been convicted of any of the above crimes against the tenant, AND
2. The tenant provides the landlord with a written notice of termination that includes copy of the order of protection OR the conviction order, warrant, summons, information, or indictment.

The lease shall be terminated 28 days after the tenant provides the landlord with the written

notice. The rent must be paid at the normal time through the effective date of the termination. (**§55.1-1236**)

Domestic Violence—Right to Stay:
A landlord cannot terminate the lease of a victim solely due to family abuse against the tenant as defined by §16.1-228 when the perpetrator is barred from the unit by the landlord under §55.1-1246, OR when the tenant provides the landlord a copy of:

1. A preliminary protective order under §16.1-253.1 (for family abuse), OR
2. An order of protection under §16.1-279.1 (for family abuse), OR
3. An order of exclusive use of the marital residence under §20-103(B) (for family abuse pending divorce), OR
4. An order of protection as part of a criminal action. (**§55.1-1245**)

Redemption (Pay & Stay):
After an unlawful detainer (eviction) lawsuit for nonpayment of rent is filed, a tenant has the right to pay to a zero balance on or before the court date and have the lawsuit dismissed. After a court issues a judgment of possession, a tenant has the right to pay to a zero balance up to 48 hours before the Sheriffs eviction and have the eviction cancelled. If the landlord has 5 or more rentals, a tenant may use these rights at any time. If the landlord has 4 or fewer rentals, the landlord may limit the tenant's use of these rights to once during the lease period if the landlord first sends a written notice of this limitation. (**§55.1-1250**)

Fair Housing:
The tenant may have a right to file a fair housing complaint if the landlord or property manager violates the Virginia Fair Housing Law. (**§36-96.1 et seq**, **HUD FHEO-2020-1**)

Tenant Responsibilities

Rent:
Unless the lease says otherwise, rent is due in equal payments each month on or before the first of each month. (**§55.1-1204**)

Late Fees:
If rent is not paid by the due date, the tenant must pay a late fee only if the lease requires one. A late fee can be no more than 10% of the monthly rent or 10% of the unpaid balance owed by the tenant, whichever is less. (**§55.1-1204(E)**)

Insurance:
A tenant may be required to have and pay for renters insurance. A tenant also may be required to have and pay for damage insurance and/or a security deposit, but the total of

both the damage insurance premiums and the security deposit may not exceed two months' rent. (§§55.1-1206, 1208)

Access:
A tenant must allow a landlord access to the unit at reasonable times and for practical purposes, such as maintenance, inspection, or to provide services. A tenant must allow access unless the landlords request is unreasonable. Unless impractical due to an emergency, the landlord must give 72-hours' notice of maintenance and must perform the maintenance within 14 days. If the tenant requests maintenance, notice is not required. (§55.1-1229)

Maintain Fit and Habitable Premises:
The tenant must keep the rental unit as clean and safe as conditions allow and in accordance with the Uniform Statewide Building Code. The tenant must promptly notify the landlord of visible mold and use reasonable efforts to prevent moisture and mold. The tenant must promptly notify the landlord of insects or pests and must not be at fault in failing to prevent insects or pests. (§55.1-1227)

Acknowledgement of Receipt of Statement of Tenant Rights and Responsibilities

In accordance with §55.1-1204 of the Code of Virginia, the Landlord has provided to the Tenant and the Tenant has received the Statement of Tenant Rights and Responsibilities developed by the Virginia Department of Housing and Community Development and posted on its website (www.dhcd.virginia.gov/landlord-tenant-resources) pursuant to §36-139 Code of Virginia. The Statement of Tenant Rights & Responsibilities is current as of the date below.

The statement of the tenants' rights and responsibilities was provided to the tenant on:

For property address:

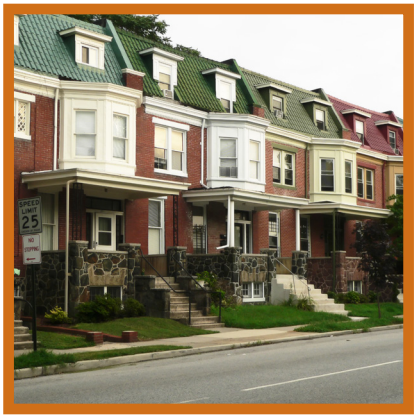
The tenant:

- ◯ Signed this acknowledgment of receipt of the statement of tenants' rights and responsibilities
- ◯ Did not sign this acknowledgement of receipt of the statement of tenant's rights and responsibilities

Landlord Signature	Printed Name	Date
Landlord Agent (if applicable)	Printed Name	Date
Tenant Signature	Printed Name	Date
Tenant Signature	Printed Name	Date
Tenant Signature	Printed Name	Date
Tenant Signature	Printed Name	Date







Protect Your Family From Lead in Your Home

United States Environmental Protection Agency

United States Consumer Product Safety Commission

United States Department of Housing and Urban Development

January 2026

English

Are You Planning to Buy or Rent a Home Built Before 1978?

Did you know that many homes built before 1978 have **lead-based paint**? Lead from paint, chips and dust can pose serious health hazards.

Read this entire brochure to learn:

- How lead gets into the body
- How lead affects health
- What you can do to protect your family
- Where to go for more information

Before renting or buying a pre-1978 home or apartment, federal law requires sellers, landlords, agents and rental property managers to:

- Disclose known information about the presence of lead-based paint or lead-based paint hazards (or state there is none)
- Provide all available records and reports on lead-based paint and lead-based paint hazards (or state there are none)
- Include a specific warning statement about lead-based paint
- Give buyers up to 10 days to have a certified inspector or risk assessor check for lead.

If undertaking renovation, repair or painting (RRP) projects in your pre-1978 home or apartment:

- Read EPA's pamphlet, *The Lead-Safe Certified Guide to Renovate Right,* to learn about the lead-safe work practices that contractors are required to follow when working in your home (see page 12).



Steps to Protect Your Family from Lead Hazards

If you think your home has lead-based paint:

- Don't try to remove lead-based paint yourself.
- Always keep painted surfaces in good condition to minimize deterioration.
- Get your home checked for lead hazards. Find a certified risk assessor at cdxapps.epa.gov/leadpro.
- Talk to your landlord about fixing surfaces with peeling or chipping paint.
- Regularly clean floors, window sills and other surfaces using wet methods.
- Take precautions to avoid exposure to lead dust when remodeling.
- Hire only EPA-, Tribal- or state-approved Lead-Safe Certified renovation firms when renovating, repairing or painting. Find an EPA-certified firm using cdxapps.epa.gov/leadpro.
- Have your home checked for lead-based paint by a certified inspector or risk assessor before buying, renting or renovating your home.
- Consult your health care provider about testing your children for lead. Your pediatrician can check for lead with a simple blood test.
- Wash children's hands, bottles, pacifiers and toys often.
- Make sure children eat a well-balanced diet with foods high in iron, calcium and vitamin C as these nutrients may help prevent the absorption of lead.
- Remove shoes or wipe soil and other dirt off shoes before entering your house.

Lead Gets into the Body in Many Ways

Adults and children can get lead into their bodies if they:

- Breathe in lead dust (especially during activities such as renovations, repairs or painting that disturb painted surfaces)
- Swallow lead dust that has settled on food, food preparation surfaces and other places
- Eat paint chips or soil that contains lead

Lead is especially dangerous to children under the age of 6.

- At this age, children's brains and nervous systems are more sensitive to the damaging effects of lead.
- Children's growing bodies absorb more lead.
- Babies and young children often put their hands and other objects in their mouths. These objects can have dust that may contain lead on them.



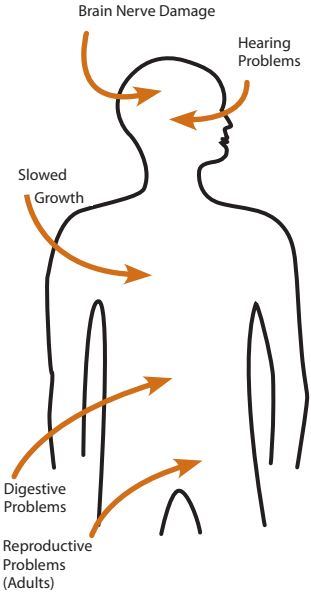
Lead is dangerous to a developing fetus.

- Lead can build up in the body over time, settling in the bones. This stored lead can be transferred during pregnancy to a fetus or after birth to an infant through breast milk.

Please see pages 13 and 14 for more information on sources of lead exposure.

Health Effects of Lead

Lead affects the body in many ways. It is important to know that no safe blood lead level has been identified and even exposure to low levels of lead can harm children.



In children, exposure to lead can cause:

- Nervous system and kidney damage
- Learning disabilities, attention-deficit disorder and decreased intelligence
- Speech, language and behavior problems
- Poor muscle coordination
- Decreased muscle and bone growth
- Hearing damage

While low-lead exposure is most common, exposure to high amounts of lead can have devastating effects on children, including seizures, unconsciousness and in some cases, death.

In adults, exposure to lead can cause an increased risk of:

- Miscarriage during pregnancy
- The baby being born too early or too small
- Harm to a developing fetus' brain, kidneys and nervous system
- Fertility problems (in men and women)
- High blood pressure
- Digestive problems
- Nerve disorders
- Memory and concentration problems
- Muscle and joint pain

Check Your Family for Lead

Get your children and home tested if you think your home has lead.

Children's blood lead levels (BLLs) tend to increase rapidly from 6 to 12 months of age, and BLLs tend to peak at 18 to 24 months of age.

A simple blood test is the best way to find out if a child has been exposed to lead. A child who has been exposed to lead may not have visible signs or symptoms and may look and act healthy. Consult your doctor for advice on getting your children tested.

Blood lead tests are required for the following groups:

- Children at 12 and 24 months enrolled in Medicaid
- Children between 24 and 72 months enrolled in Medicaid with no record of a previous blood lead test
- Children who should be tested under your Tribal, state or local health testing plan

Blood lead tests are recommended for the following groups:

- Children at 12 and 24 months living in areas that are at higher risk* or who belong to populations that are at higher risk*
- Children or other family members who have been exposed to lead

Your doctor can explain what the test results mean and if more testing will be needed.

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* Some children are more likely to be exposed to lead than others. These include children who live or spend time in a house or building built before 1978, are from low-income households, live or spend time with someone who works with lead or are immigrants, refugees or recently adopted from less developed countries.

Where Lead-Based Paint Is Found

In general, the older your home or childcare facility, the more likely it has lead-based paint.[1]

Many homes and childcare facilities built before 1978 may have lead-based paint. In 1978, the federal government banned consumer uses of lead-containing paint.[2]

Learn how to determine if paint is lead-based paint on page 7.

Lead can be found:

- In homes and childcare facilities in the city, country or suburbs
- In private and public single-family homes and apartments
- On surfaces inside and outside of the house
- In soil around a home (soil can pick up lead from exterior paint or other sources, such as past use of leaded gas in cars)

Learn more about where lead is found at epa.gov/lead.

[1] "Lead-based paint" is currently defined by the federal government as paint with lead levels greater than or equal to 1.0 milligram per square centimeter (mg/cm^2), or more than 0.5% by weight.

[2] "Lead-containing paint" is currently defined by the federal government as lead in new dried paint in excess of 90 parts per million (ppm) by weight.

Identifying Lead-Based Paint and Lead-Based Paint Hazards

Deteriorated lead-based paint (peeling, chipping, chalking, cracking or damaged paint) is a hazard and needs immediate attention. **Lead-based paint** may also be a hazard when found on surfaces that children can chew or that get a lot of wear and tear, such as:

- On windows and window sills
- Doors and door frames
- Stairs, railings, banisters and porches

Lead-based paint is usually not a hazard if it is in good (intact) condition and if it is not on an impact or friction surface like a window.

Lead dust can form when lead-based paint is scraped, sanded or heated. Lead dust also forms when painted surfaces containing lead bump or rub together. Lead paint chips and dust can get on surfaces and objects that people touch. Settled lead dust can reenter the air when the home is vacuumed or swept, or when people walk through it. EPA currently defines any reportable level of lead dust measured by an EPA-recognized lead laboratory as hazardous.

If you suspect your home has lead-based paint, you should clean regularly to minimize dust using the information on pages 9 and 11, especially when young children live in the home. EPA does not recommend lead abatements based on lead dust unless the lead dust is at or above the action levels listed on page 11.

Lead in soil can be a hazard when children play in bare soil or when people bring soil into the house on their shoes. EPA currently defines the following levels of lead in soil as hazardous:

- 400 parts per million (ppm) and higher in play areas of bare soil
- 1,200 ppm (average) and higher in bare soil in the remainder of the yard

Remember, lead from paint chips—which you can see—and lead in dust or soil—which you may not be able to see—can both be hazards.

The only way to find out if paint, dust or soil lead hazards exist is to test for them. The next page describes how to do this.

Checking Your Home for Lead

Hire a certified lead professional to get your home tested for lead in several different ways:

- A lead-based paint **inspection** tells you if your home has lead-based paint and where it is located. It won't tell you whether your home currently has lead hazards or how to deal with them. A trained and certified lead-based paint inspector will inspect the paint using:
  - A portable x-ray fluorescence (XRF) machine
  - Lab tests of paint samples collected by the inspector to be tested in an EPA-recognized lead laboratory



- A **risk assessment** tells you if your home currently has any lead hazards from paint, dust or soil, and what actions to take to address any hazards. A trained and certified lead-based paint risk assessor will:
  - Sample paint that is deteriorated on doors, windows, floors, stairs and walls
  - Sample dust near painted surfaces and sample bare soil in the yard
  - Get lab tests of paint, dust and soil samples
- A **combination inspection and risk assessment** tells you if your home has any lead-based paint, if it has any lead hazards and where both are located.

Be sure to read the report provided to you after your inspection or risk assessment is completed and ask questions about anything you do not understand. Closely monitor areas that are known to have lead-based paint.

Checking Your Home for Lead, continued

In preparing for renovation, repair or painting work in a pre-1978 home, Lead-Safe Certified renovators (see page 12) may do any of the following:

- Take paint chip samples to determine if lead-based paint is present in the area planned for renovation and send them to an EPA-recognized lead lab for analysis
- Use EPA-recognized tests kits to determine if lead-based paint is absent
- Presume that lead-based paint is present and use lead-safe work practices

There are state, Tribal and federal programs in place to ensure that testing is done safely, reliably and effectively. Contact your state, Tribal or local agency for more information, visit epa.gov/lead, or call toll-free **1-800-424-LEAD (5323)** for a list of contacts in your area.[3]

[3] Hearing- or speech-challenged individuals may access this number through TTY by calling 711.

What You Can Do Now to Protect Your Family

If you suspect that your house has lead-based paint hazards, you can take some immediate steps to reduce your family's risk:

- If you rent, notify your landlord of peeling or chipping paint.
- Keep painted surfaces clean and free of dust. Clean floors, window frames, window sills and other surfaces weekly. Use a mop or sponge with warm water and a general all-purpose cleaner. (Remember: never mix ammonia and bleach products together because they can form a dangerous gas.)
- Carefully clean up paint chips immediately without creating dust.
- Thoroughly rinse sponges and mop heads often during cleaning of dirty or dusty areas, and again afterward.
- Wash your hands and your children's hands often, especially before they eat and before nap time and bedtime.
- Keep play areas clean. Wash bottles, pacifiers, toys and stuffed animals regularly.
- Keep children from chewing window sills or other painted surfaces, or eating soil.
- When renovating, repairing or painting, hire only EPA-, Tribal- or state-approved Lead-Safe Certified renovation firms (see page 12).
- Clean or remove shoes before entering your home to avoid tracking in lead from soil.
- Make sure children eat a well-balanced diet of fruits, vegetables, grains, dairy and protein-rich foods. Foods that are higher in iron, calcium and vitamin C may help reduce the body's absorption of lead. Children with empty stomachs absorb more lead than children with food in their stomachs.

Reducing Lead Hazards

Disturbing lead-based paint or removing lead improperly can increase the hazard to your family by spreading even more lead dust around the house.



- In addition to day-to-day cleaning and good nutrition, you can **temporarily** reduce lead-based paint hazards by taking actions, such as repairing damaged painted surfaces and planting grass to cover lead-contaminated soil. These actions are not permanent solutions and will need ongoing attention.
- You can minimize exposure to lead when renovating, repairing or painting by hiring an EPA-, Tribal- or state-certified renovator who is trained in the use of lead-safe work practices. If you are a do-it-yourselfer, learn how to use lead–safe work practices in your home.
- To remove lead hazards, you should hire a certified lead abatement contractor. Abatement methods (which are designed to permanently address lead-based paint hazards) include removing, sealing or enclosing lead-based paint with special materials. Just painting over the hazard with regular paint will not permanently address the lead-based paint hazards.

Always use a certified contractor who is trained to address lead hazards safely.

- Hire a Lead-Safe Certified firm (see page 12) to perform renovation, repair or painting (RRP) projects that disturb painted surfaces.
- Hire a certified lead abatement contractor to permanently address lead hazards. This will ensure your contractor knows how to work safely and has the proper equipment to clean up thoroughly.
- Certified contractors will employ qualified workers and follow strict safety rules set by their state or Tribe or by the federal government.

Reducing Lead Hazards, continued

If your home has had a lead abatement, dust cleanup activities must be conducted once the work is completed. Dust cleanup activities must be conducted until clearance testing indicates that lead dust levels are below the following action levels:

- 5 micrograms per square foot (µg/ft^2) for floors, including carpeted floors
- 40 µg/ft^2 for interior window sills
- 100 µg/ft^2 for window troughs

Abatements are designed to permanently address lead-based paint hazards. However, when an abatement is complete, lead dust may still remain above reportable levels (see page 6) and can also be reintroduced into an abated area. Steps to keep lead dust low after an abatement include:

- Using a HEPA vacuum on all furniture and other items returned to the area
- Regularly cleaning floors, window sills, troughs and other hard surfaces with a damp cloth or sponge and a general all-purpose cleaner

Please see page 9 for more information on steps you can take to protect your home after the abatement. For help in locating certified lead abatement professionals in your area, call your state, Tribal or local agency (see pages 15 and 16), visit cdxapps.epa.gov/leadpro, or call toll-free 1-800-424-LEAD [5323].

Renovating, Repairing or Painting a Home with Lead-Based Paint

If you hire a contractor to conduct renovation, repair or painting (RRP) projects in your pre-1978 home or childcare facility (such as pre-school and kindergarten), your contractor must:

- Be a Lead-Safe Certified firm approved by EPA or an EPA-authorized state or Tribal program
- Use qualified trained individuals (Lead-Safe Certified renovators) who follow specific lead-safe work practices to prevent lead contamination
- Provide a copy of EPA's lead hazard information document, *The Lead-Safe Certified Guide to Renovate Right*



RRP contractors working in pre-1978 homes and childcare facilities must follow lead-safe work practices that:

- **Contain the work area.** The area must be contained so that dust and debris do not escape from the work area. Warning signs must be put up, and plastic or other impermeable material and tape must be used.
- **Avoid renovation methods that generate large amounts of lead-contaminated dust.** Some methods generate so much lead-contaminated dust that their use is prohibited. These prohibited methods are:
  - Open-flame burning or torching
  - Sanding, grinding, planing, needle gunning or blasting with power tools and equipment not equipped with a shroud and HEPA vacuum attachment
  - Using a heat gun at temperatures greater than 1100°F
- **Clean up thoroughly.** The work area should be cleaned up daily. When all the work is done, the area must be cleaned up using special cleaning methods and then checked to confirm adequate cleanup.
- **Dispose of waste properly.** Collect and seal waste in a heavy-duty bag or sheeting. When transported, ensure that waste is contained to prevent release of dust and debris.

To learn more about EPA's requirements for RRP projects, visit epa.gov/getleadsafe, or read *The Lead-Safe Certified Guide to Renovate Right*.

Other Sources of Lead

Lead in Drinking Water

The most common sources of lead in drinking water in homes are lead pipes, fixtures, brass or chrome-plated brass faucets and plumbing with lead solder.

Lead pipes are more likely to be found in older cities and homes built before 1986.

You can't smell or taste lead in drinking water.

To find out for certain if you have lead in drinking water, have your water tested (See below).

Remember that older homes with a private well can also have plumbing materials that contain lead.

Important Steps You Can Take to Reduce Lead in Drinking Water

- Use only cold water for drinking, cooking and making baby formula. Boiling water does not remove lead from water.
- Before drinking, flush your home's pipes by running the tap, taking a shower, doing laundry or doing a load of dishes.
- Regularly clean your faucet's screen (also known as an aerator).
- If you use a filter certified to remove lead, read the directions to learn when to change the cartridge. Using a filter after it has expired can make it less effective at removing lead.

Contact your water company to determine if the pipe that connects your home to the water main (called a service line) is made from lead. Your area's water company can also provide information about the lead levels in your system's drinking water.

For more information about lead in drinking water, please use EPA's Safe Drinking Water online form at epa.gov/safewaterhotline.

Call your local health department or water company to find out about testing your water, or visit epa.gov/safewater for EPA's lead in drinking water information. Some states or utilities offer programs to pay for water testing for residents. Contact your state or local water company to learn more.

Other Sources of Lead, continued

- **Lead smelters** or other industries that release lead into the air.
- **Your job.** Working in certain jobs may increase adults' potential exposure to lead, such as: renovation or repair of older homes and buildings, painting, construction, refinishing furniture, smelting, mining, auto repair, handling firearms and working at hazardous waste sites. If you work with lead, lead dust or soil could get onto your skin, in your hair and clothes, which can be transferred to the inside of your car or home. Shower and change clothes before coming home. Launder your work clothes separately from the rest of your family's clothes.
- **Hobbies** that use lead, such as making pottery or stained glass, fishing, shooting at a gun range or refinishing furniture that has lead-containing paint or varnish. Call your local health department for information about hobbies that may use lead.
- Old **toys** and **furniture** may have been painted with lead-containing paint or varnish. Older toys and other children's products may have parts that contain lead.[4]
- Food and liquids cooked or stored in **lead crystal** or **lead-glazed pottery or porcelain** may contain lead.
- Items made in other countries and imported into the United States may have lead including toys, painted furniture, metal or plastic jewelry, health remedies, foods, spices, candies, cosmetics, powders, make-up used in religious and cultural practices and folk remedies, such as **"greta"** and **"azarcon,"** used to treat an upset stomach.
- **Older playground equipment** can contain old lead-based paint, and **artificial turf and playground surfaces** made from shredded rubber can contain lead. Take precautions to ensure young children do not eat shredded rubber or put their hands in their mouth before washing them.

[4] In 1978, the federal government banned toys, other children's products, and furniture with lead-containing paint. In 2008, the federal government banned lead in most children's products. The federal government currently bans lead above 100 ppm by weight in most children's products.

For More Information

The National Lead Information Center
Learn how to protect children from lead poisoning and get other information about lead hazards on the Web at epa.gov/lead and hud.gov/lead, or call toll-free **1-800-424-LEAD (5323)**.

EPA's Safe Drinking Water Hotline
For information about lead in drinking water visit epa.gov/safewater or use EPA's Safe Drinking Water online form at epa.gov/safewaterhotline.

Consumer Product Safety Commission (CPSC) Hotline
For information on lead in toys and other consumer products, or to report an unsafe consumer product or a product-related injury, call toll-free **1-800-638-2772,** or visit CPSC's website at cpsc.gov or saferproducts.gov.

Food and Drug Administration
For information on lead in food and foodwares visit www.fda.gov/food/environmental-contaminants-food/lead-food-and-foodwares.

Centers for Disease Control and Prevention
For information on childhood lead poisoning prevention visit: www.cdc.gov/lead

State and Local Health and Environmental Agencies
Some states, Tribes, counties and cities have their own rules related to lead-based paint. Check with your local agency to see which laws apply to you. Most agencies can also provide information on finding a lead abatement firm in your area, and on possible sources of financial aid for reducing lead hazards. Receive up-to-date address and phone information for your state, Tribal or local contacts on the Web at epa.gov/lead, or contact the National Lead Information Center toll-free at **1-800-424-LEAD [5323]**.

Hearing- or speech-challenged individuals may access any of the phone numbers in this brochure through TTY by calling **711**.

U. S. Environmental Protection Agency (EPA) Regional Offices

The mission of EPA is to protect human health and the environment. Your Regional EPA Office can provide further information regarding regulations and lead protection programs: epa.gov/lead/contacts.

Region 1 (Connecticut, Massachusetts, Maine, New Hampshire, Rhode Island, Vermont and 10 federally recognized Tribes)

Regional Lead Contact
U.S. EPA Region 1
5 Post Office Square, Suite 100
Boston, MA 02109-3912
(888) 372-7341

Region 2 (New Jersey, New York, Puerto Rico, Virgin Islands and 8 Tribes)

Regional Lead Contact
U.S. EPA Region 2
2890 Woodbridge Avenue
Building 205, Mail Stop 225
Edison, NJ 08837-3679

Region 3 (Delaware, Maryland, Pennsylvania, Virginia, DC, West Virginia and 7 Tribes)

Regional Lead Contact
U.S. EPA Region 3
Four Penn Center
1600 JFK Blvd
Philadelphia, PA 19103-2029

Region 4 (Alabama, Florida, Georgia, Kentucky, Mississippi, North Carolina, South Carolina, Tennessee and 6 Tribes)

Regional Lead Contact
U.S. EPA Region 4
61 Forsyth Street, SW
Atlanta, GA 30303

Region 5 (Illinois, Indiana, Michigan, Minnesota, Ohio, Wisconsin and 37 Tribes)

Regional Lead Contact
U.S. EPA Region 5 (LL-17J)
77 West Jackson Boulevard
Chicago, IL 60604
(312) 353-3808

Region 6 (Arkansas, Louisiana, New Mexico, Oklahoma, Texas, and 66 Tribes)

Regional Lead Contact
U.S. EPA Region 6
1201 Elm Street, Suite 500
Dallas, TX 75270
(214) 665-7577

Region 7 (Iowa, Kansas, Missouri, Nebraska and 9 Tribes)

Regional Lead Contact
U.S. EPA Region 7
11201 Renner Blvd.
LCRD/TTPB
Lenexa, KS 66219
(800) 223-0425

Region 8 (Colorado, Montana, North Dakota, South Dakota, Utah, Wyoming and 28 Tribes)

Regional Lead Contact
U.S. EPA Region 8
1595 Wynkoop St.
Denver, CO 80202
(303) 312-6169

Region 9 (Arizona, California, Hawaii, Nevada , Guam, American Samoa, Northern Marianas, Palau, Micronesia, Marshall Islands and 148 Tribes)

Regional Lead Contact
U.S. EPA Region 9 (LNC-2-2)
75 Hawthorne Street
San Francisco, CA 94105
(415) 947-8000

Region 10 (Alaska, Idaho, Oregon, Washington and 271 Tribes)

Regional Lead Contact
U.S. EPA Region 10 (20-C04)
1200 Sixth Avenue, Suite 155
Seattle, WA 98101
(206) 553-1200

Consumer Product Safety Commission (CPSC)

The CPSC protects the public against unreasonable risk of injury from consumer products through education, safety standards activities and enforcement. Contact CPSC for further information regarding consumer product safety and regulations.

CPSC
4330 East-West Highway
Bethesda, MD 20814-4421
1-800-638-2772
cpsc.gov or saferproducts.gov

U. S. Department of Housing and Urban Development (HUD)

HUD's mission is to create strong, sustainable, inclusive communities and quality affordable homes for all. Its Office of Lead Hazard Control and Healthy Homes' (OLHCHH's) lead hazard reduction grants, healthy homes grants, and guidance and enforcement of the Lead Disclosure Rule and Lead Safe Housing Rule, protect families from lead and other housing hazards.

HUD OLHCHH
lead.regulations@hud.gov
hud.gov/lead

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U.S. EPA
U.S. CPSC
U.S. HUD

EPA-747-K-26-001
January 2026

IMPORTANT!

Lead From Paint, Dust and Soil in and Around Your Home Can Be Dangerous if Not Managed Properly

- Children under 6 years old are most at risk for lead poisoning.
- Lead exposure can harm young children and babies even before they are born.
- Homes, schools and childcare facilities built before 1978 are likely to contain lead-based paint.
- Even children who seem healthy may have dangerous levels of lead in their bodies.
- Disturbing surfaces with lead-based paint or removing lead-based paint improperly can increase the danger to your family.
- People can get lead into their bodies by breathing or swallowing lead dust, or by eating soil or paint chips containing lead.
- People have many options for reducing lead hazards. Generally, lead-based paint that is in good condition is not a hazard (see page 10).

Signatures

TENANT 1 SIGNATURE

Full signature

Date signed

TENANT 2 SIGNATURE

Full signature

Date signed

Signatures - continued

TENANT 3 SIGNATURE

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Date signed

TENANT 4 SIGNATURE

Full signature

Date signed

Signatures - continued

TENANT 5 SIGNATURE

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Date signed

TENANT 6 SIGNATURE

Full signature

Date signed

Signatures - continued

LANDLORD / OWNER SIGNATURE

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Date signed