

NOTARY SERVICES IN LANDLORD-TENANT SITUATIONS

Where notarial practice meets leasing, property management, documentation & disputes

Landlord-tenant relationships generate an extraordinary amount of paperwork. Leases, amendments, repair records, payment agreements, property-condition statements, affidavits, powers of attorney, settlement documents, and move-out records can all become important during a tenancy - especially when a disagreement develops.

A NOTARY CAN FORMALIZE THE NOTARIAL ACT - NOT DECIDE WHO IS LEGALLY RIGHT.

Notarization Is Not Just for the Lease

Not every landlord-tenant document requires notarization. But, depending on applicable law and the requested act, a notary may encounter documents involving:

- Lease amendments and related agreements
- Powers of attorney and property-management authorizations
- Payment or settlement agreements
- Property-condition, repair, maintenance, payment, vacancy, or communication affidavits
- Move-in and move-out acknowledgments
- Security-deposit or personal-property statements
- Court-related affidavits or other documents requiring an acknowledgment or jurat

What Does the Notary Actually Establish?

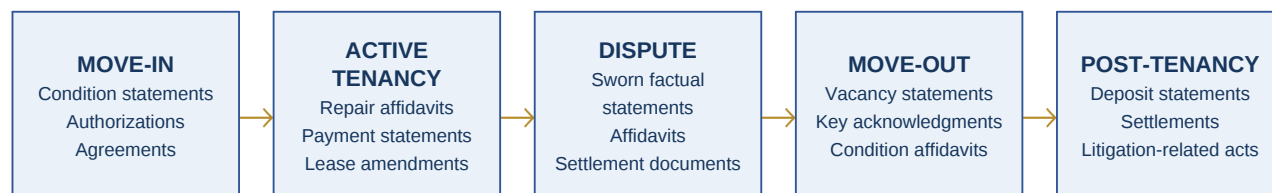
If a tenant signs a sworn statement saying, for example, that a repair was reported on a particular date, the signer is making the factual assertion. The notary may identify the signer, administer an oath or affirmation, witness the signature when required, and complete the certificate. The notary generally is not independently certifying that the underlying event actually occurred.

Acknowledgments vs. Jurats

Acknowledgment	Jurat / Verification on Oath or Affirmation
Generally focuses on identity and the signer's acknowledgment of execution as required by applicable law.	Generally requires an oath or affirmation concerning truthfulness and signing in the notary's presence when required by law.

From Move-In to Post-Tenancy: The Documentation Lifecycle

Notarial services may appear at several points in a tenancy. The following workflow illustrates where appropriate acknowledgments, sworn statements, authorizations, or other notarial acts may arise.



Move-In: Establishing the Beginning of the Record

Potential records include move-in inspection reports, existing-damage inventories, key-receipt acknowledgments, appliance or furnishing inventories, and statements concerning existing defects. Notarization may not be required, but an appropriate notarized acknowledgment or sworn statement can add formality where voluntarily requested and legally permitted.

During the Tenancy: Repairs, Payments and Modifications

Repair disputes often turn on who knew what and when. A signer may execute an affidavit describing communications, repairs, attempted payments, rejected payments, or changes in property condition. Lease amendments, powers of attorney, and authorized-representative documents may also generate notarial work.

Move-Out and Surrender of Possession

Potential documents include move-out condition affidavits, statements of vacancy, key-return acknowledgments, surrender agreements, personal-property inventories, final inspection acknowledgments, and settlements. The notarization does not decide whether possession was legally surrendered; it documents the requested notarial act.

Security Deposits and Payment Disputes

A landlord and tenant may disagree over deductions, payments, tender, or balances. A notary can notarize an appropriate affidavit or acknowledgment but should not determine whether a deduction, refusal, withholding, or claimed balance is legally valid.

Notarized Does Not Mean 'Proven True'

A notarized affidavit may contain statements later disputed. A notarized agreement may still be challenged. A seal does not automatically establish admissibility, enforceability, or compliance with every substantive law. Those questions are governed by the applicable contract, evidence, procedural, and substantive law.

Traditional vs. Remote Notarization in Landlord-Tenant Matters

Remote Online Notarization (RON) can be especially useful when landlords, tenants, property managers, former tenants, or property owners are geographically separated. The underlying document must still be eligible for the selected process and all applicable notarial requirements must be satisfied.

Consideration	Traditional / In-Person	Remote Online Notarization
Appearance	Signer physically appears before the notary as required by law.	Signer appears through legally compliant real-time audiovisual technology.
Best suited for	Leasing offices, move-in/out appointments, attorney offices, settlement meetings, and local general-notary work.	Out-of-state owners, relocated tenants, remote property managers, distant parties, and eligible remote settlements or affidavits.
Identity	Uses satisfactory identification methods authorized for the traditional act.	Uses the remote identity-verification procedures required by governing law and the compliant process/platform.
Documents	Often paper documents with a physical certificate and seal.	Electronic records, signatures, certificates, and seals must satisfy applicable law.
Records	Journal requirements depend on jurisdiction and act.	Electronic journal, audiovisual recording, or retention requirements may apply.
Primary advantage	Straightforward face-to-face execution for locally available parties.	Geographic flexibility and access when parties cannot conveniently meet in person.

Virginia Remote Online Notaries

Virginia electronic notaries may encounter landlord-tenant transactions suited to remote execution, including situations involving an out-of-state property owner, a relocated former tenant, or parties unable to meet conveniently. The notary must comply with current Virginia electronic-notary requirements, and the underlying document must be appropriate for electronic execution and remote notarization.

The Notary Journal

Where a journal is required, the notary must follow the governing statute or regulation. A journal should document the notarial transaction - date, signer, act, document description, identification method, fee, signature where required, and other required information - rather than becoming a narrative of the landlord-tenant controversy.

What a Notary Should Not Do

Landlord-tenant disputes can tempt a well-intentioned notary to move beyond the authorized role. Unless separately authorized by law, a non-attorney notary should not:

- Draft legal pleadings or select causes of action
- Tell a tenant how to defeat an eviction or a landlord how to remove a tenant
- Interpret lease provisions or determine whether a lease has been breached
- Decide whether rent may lawfully be withheld or a security-deposit deduction is legal
- Calculate legally recoverable damages or tell a party what evidence will win a lawsuit
- Choose a notarial act when doing so would constitute unauthorized legal advice
- Represent that notarization makes the underlying document legally enforceable

Professional boundary: Explain the notarial process - not the party's legal rights.

Before Accepting an Assignment

- What document is being notarized and who will sign it?
- What notarial act has been requested, and is a certificate already present?
- Does the signer possess satisfactory identification?
- Are witnesses required?
- Does the document contain material blanks?
- Is the signer acting willingly and aware of the transaction?
- Does the notary have a disqualifying interest?
- Is the document intended for court, recording, or a government agency?
- If remote, is the document eligible for electronic execution and RON?
- Can every applicable state notarial requirement be satisfied?

A Notary Can Document the Act - Not Decide the Dispute

A tenant may swear, 'I delivered the keys on August 1.' A landlord may swear, 'I never received the keys.' Those statements conflict. Both parties may potentially execute their respective statements under oath before an impartial notary. The notary does not decide which person is telling the truth; that determination belongs to the appropriate decision-maker.

The Professional Opportunity

Landlord-tenant notarization is an often-overlooked segment of General Notary Work. Potential clients may include property-management companies, apartment communities, independent landlords, real estate investors, housing organizations, law offices, relocation companies, former tenants, out-of-state owners, and businesses managing residential or commercial property.

**IDENTITY • PERSONAL APPEARANCE • WILLINGNESS • AWARENESS • PROPER CERTIFICATE •
PROPER PROCEDURE • IMPARTIALITY**

Final Thought

Landlord-tenant relationships are built on documents. A professional notary cannot determine who is legally right, guarantee that a document will prevail in court, or transform a disputed allegation into an established fact. But the notary can create a properly executed notarial record of a signature, acknowledgment, oath, affirmation, or other authorized act at a particular point in time - from move-in through move-out and, sometimes, long after the keys have been returned.

PROFESSIONAL PRACTICE NOTE

Landlord-tenant laws, court procedures, evidentiary requirements, electronic-signature laws, and notary statutes vary by jurisdiction. Notarization does not itself establish a document's admissibility, enforceability, or legal sufficiency. Verify current law, commissioning-authority guidance, and recipient requirements before performing an unfamiliar act.

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