

Richmond Redevelopment and Housing Authority



DWELLING LEASE



It is the policy of the Richmond Redevelopment and Housing Authority to provide services without regard to race, color, religion, national origin, ancestry, age, sex, family status, physical handicap or disability.

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If needed, a large print copy of this brochure or other assistance with this material can be provided.

RICHMOND REDEVELOPMENT AND HOUSING AUTHORITY

DWELLING LEASE

Development:	Unit #:	Address:
Head of Household:	No. of Bedrooms	Base Rent:

This Agreement, dated _____, 20_____, by and between the Richmond Redevelopment and Housing Authority and _____ (Head of Household):

The members of the household (in addition of Head of Household) who will reside in Dwelling Unit are:

Name	DOB	Sex	Relationship	Social Security #

Each person listed above is a Tenant. Head of Household certifies that no Tenant has engaged in Criminal Activity. For existing Tenants, this certification only has prospective application. Any additions to the household members listed above require the advance written approval of Management. This includes live-in aides and foster children or adults, but excludes natural births. Management shall approve the additions if they pass screening and an appropriate size unit is available.

DEFINITIONS

“Management” means the Richmond Redevelopment and Housing Authority.

“Tenant” means the Head of Household as well as each household member listed above or listed in the Addendum to the Lease, individually and collectively, whether referred to in the singular or plural.

“Head of Household” means the person(s) identified above who is/are a party to this Lease.

“Lease” means this agreement between Head of Household and Management dated _____, 20_____ and any documents incorporated by reference in this Lease.

“Premises” means Dwelling Unit and all common areas in the Development.

“Dwelling Unit” means the address identified above, including equipment and yard, assigned to the Head of Household.

“Development” means the Development identified above, which is administered by Management.

“Public Housing Premises” means any public housing operated by Management in the City of Richmond.

“Guest” means a person on the premises or in the Dwelling Unit with the consent of Tenant, whether or not the Tenant knows that the person is on the premises or the dwelling unit except where defined more broadly in 24 C.F.R. § 966.4(d).

“Utilities” means gas, electricity and reasonable amounts of heat and running hot and cold water furnished by Management but not including where heat or hot water is generated by an installation within the exclusive control of Tenant and supplied by a direct utility connection.

“Excess Utilities” means the amount by which Utilities use exceeds the allowance set forth in the Utilities Allowance Schedule.

“Family Income” means the income received from all sources by Head of Household and any other Tenant 18 years of age or older, except as excluded in 24 C.F.R. § 5.609(c).

“Disability Unit” means dwelling units within the Development which are designated for use by persons with a handicap, as that term is used in 24 C.F.R. § 966.7 and § 8.3.

“Notice” means a writing delivered to the party to be served in the manner provided in the Lease.

“Criminal Activity” means:

- a. The commission of any act of physical violence to persons or property on or off Premises;
- b. The manufacture, sale, use or possession of explosives on or off Premises;
- c. The illegal manufacture, use, sale or distribution of alcoholic beverages on the Premises;
- d. Engaging in child abuse or neglect within the meaning of Virginia Code Section 18.2-371.1;
- e. Engaging in spousal or family abuse as defined in Virginia Code Section 16.1-228; or
- f. Drug Related Criminal Activity as defined below.

“Drug Related Criminal Activity” means the illegal manufacture, sale, distribution, use or possession (with intent to manufacture, sell, possess or use) of a controlled substance.

“Abandon” means to be absent continuously in excess of 7 days without advising Management of such absence without good cause.

“Lease Purchase Program” means leasing a single family dwelling for a period of up to 12 months after which the Tenant will purchase the unit provided the Tenant meets income and program guidelines as stated in the Option to Purchase Agreement.

MATERIALS ATTACHED AND/OR INCORPORATED BY REFERENCE

RRHA’s Public Housing Admission and Occupancy Policies are deemed to be incorporated into this Lease by reference. Among other policies and procedures, RRHA’s Public Housing Admission and Occupancy Policies contain the Tenant Grievance Procedure. This document is posted in the Management

office and is available for Tenant's inspection during normal business hours, and may be modified as provided in Section 18 of this Lease.

WITNESSETH:

1. RENT, TERM AND PAYMENTS OF CHARGES OTHER THAN RENT

- a. Relying upon Head of Household's statements as to employment, income and family composition in Tenant's application for Admission, as modified by Tenant's most recent Application for Continued Occupancy, if any, Management hereby leases to Head of Household the Dwelling Unit for a term beginning on _____, 20_____, at midnight and ending on _____, 20_____ at midnight, at a monthly rental of \$_____. Pro rata rent for this initial period is \$_____ and is due and payable upon execution of this Lease. Subject to the provisions of this Lease, Tenant shall have the right to exclusive use and occupancy of the Dwelling Unit, and use of the remainder of the Premises.

_____ The rent is based on the Management-determined flat rent for the unit.

_____ The rent is based on the income and other information reported by the tenant.
(Check one.)

Families may change rent calculation methods at any recertification. Families who have chosen the flat rent option may request a recertification and change to the formula-based method at any time if the family's income has decreased, their ongoing expenses for such purposes as child care and medical care have changed, or any other circumstances that create a hardship for the family that would be alleviated by a change.

- b. Unless terminated as provided in Section 13, this Lease will renew automatically each year on the same terms and conditions and at the monthly rental of \$_____ payable in advance on the first day of each month unless otherwise provided in the procedure Payment of Security Deposit, Rent and Other Charges found in RRHA's Public Housing Admission and Occupancy Policies except that Rent may be changed as provided in Sections 4 & 5 of this Lease.
- c. Management shall allow Tenant to make partial payments towards the rent whenever such payments are tendered prior to the due date of the rental payment.
- d. Tenant shall deposit with Management at the time of execution of this Lease the sum of one hundred dollars (\$100.00) (unless a lesser amount has been on deposit with Management prior to the effective date of this Lease) as security for Tenant's faithful performance of the conditions of this Lease, unless otherwise provided in the procedure Payment of Security Deposit, Rent and Other Charges found in RRHA's Public Housing Admission and Occupancy Policies. Interest shall accrue on said deposit from the date of deposit in six-month increments at the annual rate equal to one percentage point below the Federal Reserve Board discount rate as of January 1 of the

year of the termination of this Lease except that if the security deposit is returned within thirteen (13) months of the date of deposit, no interest shall be paid. Upon termination of this Lease, the deposit and any accrued interest will be applied by Management to the payment of accrued rent and damages due it as itemized in a written notice given to Tenant within thirty (30) days after Dwelling Unit is vacated. Any balance of said deposit and interest will be refunded to Tenant with such notice. For tenants residing in RRHA housing prior to September 1, 1990, the deposit shall be twenty dollars (\$20.00) or forty dollars (\$40.00).

- e. Tenant will promptly pay the monthly rent due and legal costs, if any, properly incurred in their collection in full and in the manner and at the place provided in the procedure Payment of Security Deposit, Rent and Other Charges and the Rules and Regulations found in RRHA's Public Housing Admission and Occupancy Policies.
- f. Other payments due under this Lease may be due to the following charges for sales, services, repairs or other costs properly incurred by Management on behalf of Tenant:
 - (1) Charges, which may be fixed rates, for tenant-owned appliances, such as air conditioners, refrigerators, freezers, and clothes dryers will be made according to the Approved Tenant-Installed Appliances procedure incorporated in this Lease by reference.
 - (2) Charges will be made to Tenant for the repair of damage to Premises Development buildings or facilities caused by Tenant or Tenant's Guests as provided in Section 8.r. of this Lease, and the procedure List of Standard Charges found in RRHA's Public Housing Admission and Occupancy Policies.
 - (3) If Tenant's rent is not received by close of the eighth (8th) day of any month, Tenant shall pay a late fee in the amount of the lesser of 10% of Tenant's monthly rent or ten dollars (\$10.00) as liquidated damages to cover the administrative cost and expense incurred by RRHA in handling late payments. This fee is not a penalty.
 - (4) Legal costs including attorneys' fees properly incurred by Management in attempting to collect charges due Management will be charged to Tenant and Tenant will pay such charges in full when due and payable unless otherwise provided in the procedure Payment of Security Deposit, Rent and Other Charges found in RRHA's Public Housing Admission and Occupancy Policies.
 - (5) Tenant will be charged a fee of \$25.00 for a check that is not honored for payment by a financial institution, unless the reason the check is not honored is not the fault of the Tenant. This fee is to liquidate damages for administrative costs and expense incurred by RRHA in handling bad or dishonored rent checks. This fee is not a penalty. If Tenant's check is not honored for payment because of insufficient funds, then for the following

six months, Tenant will be required to make all payments by cashier's check or money order. This includes payment pursuant to any existing balance, as well as all future payments due. If Tenant's check is not honored because the Tenant has written a check on a closed account or an account that the Tenant is not authorized to use, Tenant will be required to make all future payments by cashier's check or money order. This includes payment pursuant to any existing balance, as well as all future payments due. After one year, Tenant may reapply to Management for the privilege to make payments by check.

- (6) All payments for charges other than for rent in this section shall become due and payable on the first day of the second month following the month in which such charges are incurred.
- (7) Other charges permitted under this Lease.

2. UTILITIES, EQUIPMENT AND SERVICES

- a. Management agrees to furnish utilities. Tenant agrees to pay for any Excess Utilities after receiving Notice from Management.
- b. Management agrees to furnish without additional cost to Tenant and to replace (subject to the obligations of Tenant under Section 8.r. of this Lease) the following equipment: a range, a refrigerator, window shades, window screens, screen doors, door and locks, and smoke detectors.
- c. Management agrees to furnish the following services:
 - (1) Repair and/or replacement as necessary of all damage to Premises and equipment provided by Management. If the damage was caused by Tenant or Tenant's Guests, then Tenant will be charged for the costs of the repair or replacement.
 - (2) Extermination service for cockroaches and other vermin as provided in the Extermination Procedure posted in the Management office.
 - (3) Provision of paint and necessary equipment to permit painting by Tenant of Premises and buildings for elderly as provided in the Painting Procedure posted in the Management office.
- d. Tenants with approved Alteration of Premises Requests shall pay an alteration deposit in accordance with the List of Standard Charges found in RRHA's Public Housing Admission and Occupancy Polices.

3. FAMILY COMPOSITION

- a. Only the Tenant and Tenant's Guests (subject to the obligations of Tenant under Section 8.b. and 8.c of this Lease) can live in the Dwelling Unit.
- b. The Head of Household is the only Tenant who shall have a leasehold or contractual interest in the Dwelling Unit.
- c. By signing the Lease, Head of Household obligates himself/herself as well as each other Tenant to fulfill each of the Tenant's obligations set forth in the Lease. In addition, Head of Household obligates himself/herself to fulfill each of Head of Household's obligations set forth in the Lease.
- d. Tenants other than Head of Household are not intended to be third-party beneficiaries of this Lease.
- e. Head of Household shall ensure that each Tenant, as well as Tenant's Guests, is aware of the Tenant's obligations contained in this Lease.

4. REEXAMINATIONS

At least once a year, unless waived in writing by RRHA, tenants must meet with RRHA so that RRHA can review Tenant's rent, family composition, housekeeping, community service (if applicable), and lease compliance status. RRHA will send a letter scheduling a date and time for this meeting. At RRHA's discretion, more than one meeting may be required annually.

- a. All Tenants -RRHA will verify the following information at reexamination:
 - (1) Tenant's community service participation of eight (8) hours per month (if applicable);
 - (2) Criminal history background check of household members reaching eighteen (18) years of age since last reexamination; once RRHA has implemented this policy;
 - (3) Names, ages and RRHA ID cards for all family or household members;
 - (4) Tenant's participation in the RRHA's Employment Training program (if applicable) and any other applicable components of the reexamination process of RRHA.
- b. Tenants paying income-based rent - In addition to the items listed above, tenants paying income-based rent will also be asked to provide declaration and proof of income related information. RRHA will verify the income-related and other information supplied by the Tenant and use the verified information to confirm that the Tenant is paying the appropriate amount of rent. If RRHA determines that Tenant's

rent needs to be adjusted it will do so in accordance with the notification and time frame requirements under Section 5.c. of this Lease.

- c. Tenants shall report increased earnings within ten (10) days of starting a new job in accordance with Section 5.b. of this Lease. Increased earnings due to new employment shall be fully excluded during the first twelve (12) month period following hire, and half of the increased earnings for the second twelve (12) month period following hire, for families who are otherwise in accordance with RRHA's procedures on new job income, and whose income has increased because of:
 - (1) The employment of a family member who was previously unemployed for one or more years; or
 - (2) Participation in a self-sufficiency program or other RRHA recognized job training; assistance by a State TANF program within the last six (6) months;
- d. Tenants paying rent based on income may meet with RRHA to discuss any change in rent resulting from the reexamination process; and, if the Tenant does not agree with the determination of Tenant's rent, the Tenant may request a hearing in accordance with the Tenant Grievance Procedure that is found in RRHA's Public Housing Admission and Occupancy Policies.
- e. Management has the right not to renew the Lease at the time of reexamination for cause in accordance with Section 13.a. of this Lease as a result of Tenant's failure to make accurate reports of changes to Tenant's family income and/or composition.

5. INTERIM RENT ADJUSTMENTS

- a. All tenants must promptly report within 10 days to Management any of the following changes in household circumstances when they occur between Annual Reexaminations:
 - (1) A member has been added to the family through birth, adoption, or court-awarded custody.
 - (2) A household member is leaving or has left the family unit.
- b. Tenants paying income based rent - Any Tenant who is paying rent based on a percentage of income must report, in writing, and provide verification of any change in income within ten (10) days of the change. Tenant acknowledges that no decrease in rent will occur until RRHA verifies the circumstances requiring the change. Some of the changes triggering a rent adjustment include:
 - (1) An increase or decrease in the annual income of the family members;
 - (2) Childcare expenses for children under the age of 13 that are necessary to enable a member of the household to be employed or to go to school;

- (3) Handicapped assistance expenses which enable a family member to work;
- (4) Medical expenses of elderly, disabled, or handicapped headed households that are not covered by insurance;
- (5) A family member moves in or out;
- (6) A family member receives income from a new job; wages, benefits or other income sources;
- (7) The United States Congress or the United States Department of Housing and Urban Development (“HUD”) changes the amount that RRHA may charge for rent; or
- (8) Other family change that impacts the adjusted income of the family.

c. Effective Date of Rent Change. RRHA will give Tenant a written notice of any change in the Tenant’s rent. The notice shall be signed by RRHA and state the new amount the Tenant is required to pay and the effective date of the new rental amount. This notice will be provided within thirty (30) days of the effective date of the rent change. Once the new rental rate is established, it shall remain in effect until the next reexamination or renewal, unless another interim review and change is warranted or the Tenant elects to change to or from the Flat Rent Method.

- (1) Rent Decreases. RRHA will process rent decreases so that the lower rent amount becomes effective on the first day of the month after Tenant reports, in writing, and provides proof to RRHA of the change in household circumstances or income.

This rent change may be made retroactive to the appropriate date if Management has less than five (5) working days to process this change and verification to support the decrease has been received and approved by Management.

- (2) Rent Increases. RRHA will process rent increases so that the higher rent becomes effective on the first day of the second month after the circumstances supporting the increase occurred. The rent will increase on the first day following the month the increase should have been reported in those cases of Tenant misrepresentation, failure to report change in family composition, or failure to report increase on a timely basis.

d. Welfare/TANF Rent Changes. Pursuant to HUD regulations, and notwithstanding the provisions listed above regarding the reduction of rent, Tenant’s rent shall not be reduced if the decrease in the family’s annual income is caused by a reduction in the welfare or public assistance benefits received by the family that is a result of the

Tenant's failure to comply with the conditions of the assistance program requiring participation in an economic self-sufficiency program or other work activities. In addition, if the decrease in the family's annual income is caused by a reduction in welfare or public assistance benefits received by the family that is the result of an act of fraud, such decrease in income shall not result in a rent reduction. In such cases, the amount of income to be attributed to the family shall include what the family would have received had the family complied with the welfare requirements or had the family not committed an act of fraud.

For purposes of rent adjustments, the reduction of welfare or public assistance benefits to a family that occurs as a result of the expiration of a time limit for the receipt of assistance will not be considered a failure to comply with program requirements. Therefore, a Tenant's rent will be reduced as a result of such a verified decrease.

- e. Underpayment of Rent ("Retro-rent"). Tenant hereby agrees to pay the difference between the rent that was paid and the greater amount of rent that should have been charged if:
- (1) Tenant had not provided proper and timely notice of income change to RRHA in accordance with Section 5 of this Lease; and /or
 - (2) Tenant had provided improper or erroneous income related information at admission or at an annual, special, periodic or interim reexamination or review; and/or
 - (3) Tenant was on a temporary rent which was too low.

The amount of this rent is called "Retro-rent". If RRHA determines that the Retro-rent amount occurred innocently or by mistake, Tenant will be allowed to pay back the Retro-rent amount by first paying twenty-five percent (25%) of the outstanding total and the balance in equal installments over the next twelve (12) months. Tenant and RRHA must sign a payment agreement documenting the repayment arrangements. Such Retro-rent repayment must begin no later than the first day of the second month after Tenant gets a written notice concerning the Retro-rent. If the Retro-rent is charged as a result of Tenant's fraud, deceit or misrepresentation, Tenant shall, at RRHA's option, pay the entire amount of the Retro-rent within ten (10) days after the Tenant gets a written notice concerning Retro-rent. Tenant may also be subject to the termination or non-renewal of the Lease and the potential referral of the matter to applicable federal, state and local authorities.

- f. Overpayment of Rent ("Retro-credit"). Tenant hereby agrees and acknowledges that if Tenant has paid too much for rent, RRHA will give Tenant credit for the extra amount paid. This is called a "Retro-credit." No Retro-credit will be given for any time period between the time Tenant should have reported circumstances resulting in

a decrease of rent and the time such circumstances were actually reported to RRHA, or for any period of time prior to timely reporting excludable income. A maximum of twelve (12) months Retro-credit will go toward Tenant's future rent and other charges and will be credited the month after the Retro-credit is verified. The balance of the Retro-credit, if any, will be refunded to Tenant by RRHA.

- g. Temporary Rent. In those instances where verification of income is incomplete and it is difficult for RRHA to set Tenant's rent for the whole year, RRHA will determine an estimated fair amount of rent for Tenant to pay for not more than two (2) months after a reexamination date. Later, RRHA will determine the precise amount that Tenant's rent should have been and Tenant agrees to pay the Retro-rent, or receive a Retro-credit in accordance with this Lease.
- h. Minimum Monthly Rent. If Tenant's rent is at the minimum monthly rent authorized by RRHA, Tenant will be on a "Full reporting basis." This means that Tenant must physically report to Management each month and indicate the activities Tenant has undertaken toward economic independence in the previous month. Tenant also understands that if Tenant has not secured income sufficient to pay more than the minimum monthly rent within sixty (60) days of beginning to pay the minimum monthly rent, RRHA will strongly encourage Tenant to join and complete the RRHA Employment Training Program (RBEDC and/or Family Self Sufficiency) or other RRHA-approved job training program, and actually go to work following the completion of the program. In this program, Tenant must work toward economic independence in accordance with the established goals of the program. Tenant further understands that failure to comply with the community service requirement may result in the non-renewal of the Lease. Tenant may receive waiver from this provision with proper documentation of medical or family responsibility. Guidelines are available in the Management office.

Additionally, individuals who are considered "exempt individuals" in that they are exempt from community service self-sufficiency program participation requirements pursuant to 24 C.F.R. § 960.01 are not subject to this provision.

6. TENANT OBLIGATION TO REPAY

- a. Tenants who pay rent based on income shall reimburse Management for the difference between the rent that was paid and the rent that should have been charged if proper notice of income change had been given and if the following circumstances occur:
- (1) Tenant does not submit rent review information by the date specified in Management's request; or
 - (2) Tenant submits false information at Admission or at annual, special, or interim reviews or makes late reports. Acts of fraud, misrepresentation, false statements or failure on the part of the Tenant to disclose material facts having an effect on Management's calculation of rent, excess

utilities, eligibility or family composition, shall be grounds for Management to terminate this Lease.

- b. Tenant is not required to reimburse Management for undercharges caused solely by Management's failure to follow U. S. Department of Housing and Urban Development's procedures for computing rent.
- c. This obligation to repay under a payment agreement, if applicable, shall be transferred to the Tenant's new unit, should the Tenant transfer to another unit prior to paying this balance.

7. HARDSHIP SITUATION BY TENANT

A hardship exists when circumstances beyond the Tenant's control are so serious as to make the Tenant unable to meet his financial obligations under this Dwelling Lease as they become due. To qualify for a suspension of rent or any other form of hardship relief, the Tenant must notify Management of the circumstances for which the hardship is claimed by the eighth (8th) day of the month in which the rent or other charges are due, or as soon as possible thereafter in the case of an emergency. Management shall consider extending payment as provided in the procedure Payment of Security Deposit, Rent and other Charges found in RRHA's Public Housing Admission and Occupancy Policies. If Tenant is paying minimum rent and circumstances change creating an inability to pay the rent, Tenant may request suspension of the minimum rent because of a recognized hardship.

8. TENANT'S OBLIGATIONS

In addition to other obligations of Tenant or Head of Household under this Lease, Tenant agrees:

- a. To promptly pay monthly rent due and any legal costs, if any, and any other payments due under this Lease. Lease termination or non-renewal of lease may result from:
 - (1) The proper issuance of four "Pay or Quit" notices in a twelve-month period to obtain payment of rent; or
 - (2) Non-payment of a charge other than for rent or legal costs within sixty (60) days of the date the charge was made unless otherwise provided in Payment of Security Deposit, Rent and Other Charges found in RRHA's Public Housing Admission and Occupancy Policies.
- b. Not to sublet, transfer possession, abandon, or assign this Lease to another person. If the Tenant is absent from the Dwelling Unit for a period of seven (7) continuous days from date of discovery of Tenant's absence, without having given written notice to Management of this extended absence, the Tenant shall be presumed to have abandoned the unit and the Lease will be terminated.

- c. Not to provide accommodations for boarders or lodgers. Anyone who is not listed on the Dwelling Lease is not allowed to use a Tenant's address for any purpose, including but not limited to using the address for mailing purposes, without the express written consent of RRHA Management.
- d. To use the Dwelling Unit continuously and solely as a private dwelling for the Tenant and those members of the Tenant's household as designated on the Dwelling Lease and not to commit its use for any other purpose other than operating a small-scale in-home business. Management must approve the business in writing prior to operation. If approved, the Tenant must operate the business in accordance with RRHA's written guidelines for such activity. This provision does not exclude the reasonable accommodations of Tenant's guests, which should not exceed a seven (7) consecutive calendar days. Accommodations of Guest(s) extending beyond a one-week period must be approved by Management in writing. The maximum stay allowed per guest shall not exceed a combined total of thirty (30) days during any calendar year absent Management pre-approval for additional visitation due to extenuating circumstances.
- e. To abide and to cause Tenant's Guests to abide by the Rules and Regulations and the Pet Policy, found in RRHA's Public Housing Admission and Occupancy Policies, as well as other necessary and reasonable rules or regulations promulgated by Management for the benefit and well being of the Development and the Tenant.
- f. To ensure that all of the school aged children named on the Lease attend school regularly and if Tenant fails to do this Tenant's Lease may be terminated or subject to nonrenewal.
- g. To comply and to cause Tenant's Guests to comply with all obligations imposed upon Tenant by applicable provisions of building and housing codes (*available upon request*) materially affecting health and safety.
- h. To permit Management entrance to Dwelling Unit for the purpose of performing periodic inspections and routine maintenance for making improvements or repairs or to show Dwelling Unit for releasing.
- i. To promptly notify Management of known need for any repairs to Premises.
- j. To refrain and to cause Tenant's Guests to refrain from making any repairs or changes to Premises without prior written approval from Management.
- k. To maintain Dwelling Unit and any other part of the Premises occupied by Tenant and other household members in such a condition as to prevent the accumulation of moisture and the growth of mold.
- l. To promptly notify Management in writing of any moisture accumulation that occurs or of any visible evidence of mold discovered.

- m. To keep Dwelling Unit and other areas assigned to Tenant in a decent, safe, and sanitary condition as outlined in RRHA's Housekeeping Procedure.
- n. To dispose of all garbage in plastic bags prior to placing in any dumpster, incinerator or super can and to dispose of all rubbish and other waste from the premises in a sanitary and safe manner. If the area around the apartment or house is not maintained in a decent, clean and sanitary condition, the charge for cleaning will be accepted and paid by Tenant. Tenant is subject to lease termination or non-renewal if Tenant receives four (4) trashcan or trash violations within a twelve (12) month period.
- o. To conserve energy by using a reasonable amount of all plumbing, heat, air conditioning, utilities and other services and facilities.
- p. Not to duplicate keys to Premises. If Tenant desires a duplicate key to the Premises, Tenant must make a written request to the Management office, setting forth the reason why a duplicate is needed.
- q. To refrain from, and to cause the household and Tenant's Guests to refrain from destroying, defacing, damaging, or removing any part of Premises or the Development. Not to cause or allow serious or repeated damage such as a fire or injury to RRHA property, under penalty of possible lease termination and charges for damages and cleaning. Tenant must report any fire immediately.
- r. To pay, in accordance with the List of Standard Charges found in RRHA's Public Housing Admission and Occupancy Policies, charges for the repair of damage (other than for reasonable wear and tear) to premises, Development buildings, facilities, or other property owned by Management caused by Tenant or Tenant's Guests.
- s. At the termination of this Lease, to leave Dwelling Unit clean and in good repair, reasonable wear and tear excepted. If Tenant fails to do so, Management may do the necessary work and charge the cost of such work against the security deposit as required by Section 1.d. of this Lease. If the cost exceeds the amount of the security deposit available for such payment, Tenant shall pay the difference to Management.
- t. To refrain from interfering with the operation of emergency equipment such as smoke detectors, fire extinguishers or similar equipment. (Example, Tenants will not remove batteries from smoke detectors or Carbon monoxide detectors). Tenants will be charged \$50.00 for this violation.
- u. To act and cause their guests to act in a manner that will not disturb Tenant's neighbor's peaceful enjoyment of their accommodations and will be conducive to maintaining Premises and the Development in a decent, safe, and sanitary condition.
- v. To avoid obstructing sidewalks, areaways, elevators or stairs and to avoid using these areas for purposes other than going in and out of dwelling unit.

w. To assure that the Tenant, a member of the Tenant's household, a guest, or another person under the Tenant's control shall not engage in:

- (1) Any criminal or other activity that threatens the health, safety, or right to peaceful enjoyment of the RRHA's public housing premises by other tenants or employees of the RRHA, whether such activity occurs in Tenant's unit, in the community where Tenant's unit is located, on other public housing premises or anywhere else, unless otherwise provided by law. Proof of a violation shall not require criminal conviction, but shall be by a predominance of the evidence standard. Any assault that results in bodily injury to residents or Management staff may result in lease termination;
- (2) Any drug-related criminal activity on or off the premises. Any criminal activity in violation of the preceding sentence shall be cause for termination of tenancy, and for eviction from the unit regardless of whether Tenant had knowledge of its occurrence;
- (3) Alcohol abuse to the extent that said abuse interferes with the health, safety, or right to peaceful enjoyment of the premises or development by other tenants;
- (4) Harassment or retaliation against RRHA Staff in any way. Tenants and Tenant's Guests will act in an orderly manner in dealing with RRHA staff.
- (5) The use and/or unlawful possession on Management's property of guns, firearms (operable or inoperable), nunchucks, or similar instruments, blackjacks and explosive devices. Discharging of firearms on RRHA's property; illegal possession of a weapon or ammunition; and/or possession of an illegal weapon or ammunition will result in lease termination;
- (6) Inviting or allowing on the premises or to Tenant's unit anyone who to Tenant's knowledge (i) has been banned from the leased premises or any other Authority property (ii) has been issued a trespass notice, (iii) has engaged in criminal activity or other activity that adversely affects the health, safety, and peaceful enjoyment of the community, (iv) is currently engaging in criminal activity.
- (7) Fleeing to avoid prosecution, or custody or confinement after a conviction, under the laws of the place from which the individual has fled, for a crime or attempted crime, which is a felony under the laws of the place from which the individual flees, or which, in the case of the State of New Jersey, is a high misdemeanor under the laws of that State. Fleeing to avoid prosecution or custody or confinement after conviction,

as described above, shall be grounds for immediate termination of this Lease:

- (8) Violating a condition of probation or parole imposed under Federal or State law. Lease may be terminated for parole violations.
- x. Head of Household shall notify Management whenever a Tenant engages in Criminal Activity.
- y. To park and to cause Tenants' Guest and members of Tenants' household to park vehicles only in paved areas designated for vehicle parking. Major Repairing (engine, transmission, brake repair, etc.)x, washing or storage of vehicles on RRHA property is prohibited. Parking of inoperable, unlicensed or non-inspected vehicles on RRHA's property is prohibited. No truck or commercial vehicle of any kind may be parked or stored in any area designated for parking passenger vehicles or in service parked drives. Management shall be entitled to remove vehicles not in compliance with this provision from RRHA property at owner's expense.
- z. To appear at the annual reexamination or interim certification interview to provide necessary information and certifications in accordance with Sections 4 and 5 of the Lease. The tenant understands that during these processes it is their responsibility to supply RRHA Management staff with all proper verifications and income information to make appropriate rent determinations. Failure or refusal to appear for annual reexamination or interim certification interview, or failure or refusal to furnish accurate information for annual reexamination or interim certification may result in lease termination or non-renewal of lease.
 - aa. To provide Management with thirty (30) days' advanced written notice of Tenant's intention to terminate this Lease.
 - bb. Unless exempt, to participate in Community Service Program or any other program aimed at upward mobility of the Tenant, and to follow through, fulfill interim assignments and complete all of the requirements of such program.
 - cc. To comply with the "Option to Purchase Agreement", if Tenant is participating in the Lease Purchase Program.
 - dd. Upon request by RRHA staff, to attend all orientation and training sessions conducted by or on behalf of RRHA regarding the occupancy, upkeep, and maintenance of the premises.
 - ee. Upon RRHA's implementation of RRHA identification card procedure, to be issued and carry and require any member of Tenant's household who is at least 12 years of age to be issued and required to carry on their person an identification card provided by RRHA. Tenants will be charged \$ _____ for

a replacement card and \$_____ for each card not returned to the Management office upon vacating the premises.

- ff. To be transferred based on RRHA's policy governing Tenant Transfers found in RRHA's Public Housing Admission and Occupancy Policies.
- gg. To transfer from unit provided if Management determines in accordance with the Occupancy Standards that the Dwelling Unit is no longer appropriate for the following reasons: family composition, tenant does not require disability unit, tenant no longer capable of functioning inside unit when it relates to the tenants health, safety and well-being. Tenant shall be transferred to another unit within RRHA or alternative housing that is more conducive to residents' functioning level after receipt by Tenant of such notice. Tenant will be given no more than 30 days to transfer to another unit once notified that a unit is available. [RRHA will only pay moving expenses for nondisabled tenants that reside in a disability unit if they are requested to move by Management.]
- hh. If Management determines that Tenant's family income has increased beyond the limits for continued occupancy according to the Income Limits incorporated in this Lease, Management shall so Notify Tenant. The Tenant agrees to move from Dwelling Unit within ninety (90) days from the date of the identification by Management to Tenant and this Lease shall terminate upon such removal. If requested, RRHA staff will assist Tenant with his/her housing search. If Tenant is unable to locate qualifying housing within ninety (90) days, and can document his/her search efforts, RRHA may extend Tenants deadline to vacate to provide additional time to search of replacement housing.

9. OBLIGATIONS OF MANAGEMENT

In addition to other obligations of Management under this Lease, Management agrees:

- a. To keep Development buildings, facilities and common areas not otherwise assigned to Tenant for maintenance and upkeep in a decent, safe and sanitary condition.
- b. To comply with requirements of applicable building and housing codes and regulations of the U. S. Department of Housing and Urban Development materially affecting health and safety.
- c. To make necessary repairs to the Premises.
- d. To comply with Section 24 C.F.R. Section 966.7 as it relates to accommodating persons with disabilities.

- e. To maintain in good and safe working order and condition electrical, plumbing, sanitary, heating, ventilating, facilities and appliances, including elevators, supplied or required to be supplied by Management.
- f. To provide and maintain appropriate receptacles and facilities, except containers for the exclusive use of an individual Tenant family, as required by the City of Richmond for the deposit of ashes, garbage, rubbish and other waste.
- g. To use reasonable efforts to maintain the Premises in such condition as to prevent the accumulation of moisture and the growth of mold.
- h. To promptly respond to any written notices from Tenant as provided in Section 8.l. with respect to any moisture accumulation that occurs or the discovery of any visible evidence of mold.
- i. To inspect a Dwelling Unit with Head of Household or other adult Tenant prior to Tenant's occupancy. To provide Tenant with a written statement of the condition of Dwelling Unit to be signed by Tenant and Management in accordance with the Inspection procedure posted in the Management office. A copy of the statement shall be retained in Tenant's file. Deficiencies noted by Tenant or Management in such inspection shall be remedied within fourteen (14) days of the inspection. Management shall also inspect Dwelling Unit at the time Dwelling Unit is vacated and provide Tenant with an itemized notice of any charges to be made as provided in Section 8.r. of this Lease and in accordance with the Inspection procedure. Provision for Tenant's participation in the inspection shall be made unless Tenant has Abandoned the Dwelling Unit.

10. REPAIRS TO PREMISES

- a. If Dwelling Unit is damaged to the extent that conditions are created which are hazardous to life, health or safety of Tenant:
 - (1) Tenant shall immediately Notify Management of the damage.
 - (2) Management shall commence repairs within a reasonable time. If the damage was caused by Tenant or Tenant's Guests, the reasonable cost of repairs in accordance with the List of Standard Charges found in RRHA's Public Housing Admission and Occupancy Policies will be charged to Tenant.
 - (3) If the damage was not caused by Tenant or Tenant's Guests and if necessary repairs cannot be completed so that it appears that the Dwelling Unit will not be available within a reasonable time for normal occupancy, Management shall offer standard, alternative accommodations to Tenant, if available, and shall assist Tenant in locating and moving.

- (4) Where alternative accommodations are required in accordance with Section 10.a.(3) and were not provided in accordance with that section, rent shall be abated in proportion to the seriousness of the damage and loss in value as a dwelling, provided that no abatement of rent shall occur if Tenant rejects the alternative accommodation or if the damage was caused by Tenant or Tenant's Guests. Such abatement shall be in addition to and not in lieu of any other remedy Tenant may have against Management for the failure to repair or to provide alternative accommodations.
- b. In the event that Dwelling Unit is damaged to the extent that conditions are created which are of an emergency nature, but which are not hazardous to life, health or safety of Tenant:
 - (1) Tenant shall immediately Notify Management of the damage.
 - (2) Management shall commence repairs to Dwelling Unit within a reasonable time.
- c. In addition to the preceding obligations, Tenant shall immediately notify Management of any known unsafe condition in the common areas (including, without limitation, any playground, sidewalks, hallways, and grounds) of the Development which may cause injury to person or property.

11. ENTRY

- a. Management shall be permitted to enter the Dwelling Unit upon at least forty-eight (48) hours Notice delivered to Dwelling Unit stating the purpose of the entry, between the hours of 8:00 a.m. and 5:00 p.m., to perform routine inspections and maintenance, to make improvements or repairs, or to show Dwelling Unit for releasing. Management will give due consideration to any detrimental health risk before providing extermination service.
- b. Management, or the duly authorized agent, employee, or representative of Management, may enter Dwelling Unit at any time without advance notice when exigent circumstances exist.
- c. If Head of Household and all other adult Tenants are absent from Dwelling Unit at the time of entry, Management shall leave at Dwelling Unit a written statement specifying the date, time and purpose of entry prior to leaving Dwelling Unit.

12. LEGAL NOTICE

- a. Except as provided in Section 11 and 12.b of this Lease, any Notice to Tenant shall be delivered to Head of Household or to any other adult Tenant, or sent by prepaid, first-class mail enclosed in an envelope, properly addressed to Head of Household.

- b. Notice of termination of this Lease shall be sent by prepaid, first-class mail enclosed in an envelope, properly addressed to Head of Household. All termination notices must also meet the content requirements set forth under applicable state and federal law.
- c. Except for notice of needed repairs to Premises under Section 10 of this Lease, Notice to Management from a Tenant shall be delivered in writing to the Management office or Management's Central Office or sent by prepaid, first-class mail enclosed in an envelope, properly addressed.

13. TERMINATION BY MANAGEMENT

- a. This Lease may be terminated by Management at any time for serious or repeated violations of material terms of this Lease including but not limited to the Tenant's obligations set forth in Section 8 (Tenant's Obligations) of this Lease or for other good cause, which would include Management's discovery that Tenant or a member of Tenant's household is a registered sex offender.
- b. Tenant shall vacate the Dwelling Unit and remove all personal property within the following time periods:
 - (1) Within fourteen (14) days after Management's issuance of a Notice of Lease Termination for Non-Payment of Rent.
 - (2) Within a reasonable time after Management's issuance of a Notice of Lease Termination for criminal or illegal drug-related activity, which time span shall be specified by Management, but may not be less than twenty-four (24) hours unless Tenant's Lease is terminated for activity that poses an immediate threat of harm to RRHA tenants, employees or property.
 - (3) Within thirty (30) days after Management's issuance of a Notice of Lease Termination for any Lease infraction other than those stemming from non-payment of rent or the occurrence of criminal or illegal drug-related lease infraction.
- c. The Notice of Lease Termination to Tenant shall meet the content requirements set forth under applicable state and federal law.
- d. Management reserves the right to require Tenant to participate in treatment of any substance abuse-related problem in lieu of terminating the Lease. The decision to require such treatment shall be in Management's sole discretion. Should Tenant fail to cooperate with any required treatment under this provision, Management reserves the right to proceed with termination of the Lease and eviction.
- e. Should this Lease be terminated for cause as provided in this Section and Section 8, notice of such termination may be made known to the Management of apartment complexes in the Virginia Apartment & Management Association.

- f. Tenant may terminate this Lease by giving thirty (30) days' advance written Notice to Management.

14. DISPOSITION OF PERSONAL PROPERTY IN CASE OF ABANDONMENT

If this Lease is terminated or Tenant Abandons Dwelling Unit and Tenant leaves personal property in Premises, Management shall not be responsible for its safekeeping or protection. Management will provide reasonable access to the Tenant to remove his or her personal property during the twenty-four hour period following termination of the Lease.

15. CONTROLLING LAW

The Virginia Residential Landlord and Tenant Act (the "Act"), as amended, is applicable to this Lease and the Act shall be controlling where a provision of this Lease is in conflict with the Act except where a provision of this Lease is in compliance with applicable federal law that preempts the Act in which case the provision of this Lease shall be controlling.

16. NON-WAIVER OF RIGHTS

The failure of Management or Tenant to exercise any right or remedy as provided in this Lease shall not affect the right to do so at any later date for similar or other causes.

17. TENANT GRIEVANCE PROCEDURE

Disputes concerning the obligations of Tenant or Management under this Lease shall be resolved according to the Tenant Grievance Procedure except in the following instances where the Tenant Grievance Procedure is not applicable:

- a. To resolve disputes between tenants that do not involve any action or inaction by RRHA to resolve class grievances.
- b. Actions on the part of a tenant, group of tenants or any tenant advocacy organization to initiate or negotiate policy changes with RRHA Management or RRHA's Board of Commissioners. This subsection, however, does not preclude a number of tenants with the same grievance from joining in the same fair hearing, so long as RRHA consents to such proceeding.
- c. Any grievance concerning a termination of tenancy or eviction that is based on one of the three following categories if it involved the Tenant, a member of Tenant's household, Tenant's guest, or anyone under Tenant's control:
 - (1) Any criminal activity that threatens the health, safety, or right to peaceful enjoyment of the premises of other residents or employees of RRHA;
 - (2) Any drug related criminal activity on or off RRHA premises; and

- (3) Any criminal activity (as defined in this lease) that resulted in the felony conviction of a household member.

18. COMPLETE AGREEMENT

- a. This Lease, together with the documents incorporated by reference in this Lease, evidences the entire agreement between Management and Tenant.
- b. This Lease may be modified from time to time by Management, provided Management shall:
 - (1) Deliver or send to Tenant a written notice setting forth the proposed modifications at least thirty (30) days before the proposed modifications are to take effect and provide the Tenant an opportunity to present written comments which Management shall take into consideration prior to adoption of the proposed modifications; and
 - (2) Post a copy of such notice in the Management office where it shall be available for inspection by Tenant during normal business hours.
- c. The documents incorporated herein may be modified by Management as provided by applicable regulations.
- d. Tenant's rent may be adjusted after annual or interim recertification upon Tenant's receipt of proper notice in accordance with Sections 5.c. and 12.a. of this Lease.
- e. Any modification of this Lease must be accompanied by a written amendment to this Lease executed by Management and Head of Household to evidence notice of the modification. Refusal of the Head of Household to execute the modification after having been given the opportunity to do so shall not prevent the modification from becoming effective.

19. SEVERABILITY

In the event that a court of competent jurisdiction invalidates any portion of this Dwelling Lease, that portion shall be severed and the remainder shall continue in full force and effect.

20. DISCRIMINATION PROHIBITED

Management shall not discriminate based upon race, color, creed, religion, national origin, sex, marital status, age, handicap, disability, familial status, or against recipients of public assistance and shall comply with all nondiscrimination requirements of federal, state, and local law.

IN WITNESS WHEREOF, Tenant has executed this Lease by Head of Household and Management has caused its name to be signed by its duly authorized representative as of the date set forth on the first page of this Lease.

RICHMOND REDEVELOPMENT AND HOUSING AUTHORITY

By _____

Housing Manager

Management Office Address _____

Management Office Telephone Number

TENANT

By _____

Head of Household

By _____

Head of Household

By _____

By _____

I certify that I have received a copy of this Dwelling Lease from my Housing Manager.

Head of Household

Date

SAMPLE