

**LYNCHBURG REDEVELOPMENT AND HOUSING AUTHORITY
LEASE AGREEMENT**

This Lease Agreement is entered into this ____ day of _____, 20____, between the Lynchburg Redevelopment and Housing Authority (“Authority” or “LRHA”) and _____ and _____ (each referred to herein as “Tenant(s)”).

1. Basic Lease Provisions.

- a. **“Lease”** means this Lease Agreement and any future amendments or addendums.
- b. The **“Household”** or **“Household Members”** refers to the individuals listed below. All members of the family who are 18 years of age or older must execute this Lease.

	NAME	DATE OF BIRTH	SOCIAL SECURITY #	RELATIONSHIP
1.				Head
2.				
3.				
4.				
5.				
6.				

- c. **“Premises”** or **“Unit”** is the property located at _____, and which is located in _____ Apartment complex (**“Complex”**).
- d. **“Start Date”** is ____ a.m./p.m. on _____.
- e. **Itemization of charges:** No fee shall be collected unless it is listed below or incorporated into this agreement by way of a separate addendum after execution of this rental agreement.
 - i. Initial **“Rent”** is _____/month.
Tenant has elected to pay: ☐ Income-based Rent ☐ Flat Rent.
 - ii. **“Security Deposit”** will be _____; (See **Section 5** of this Lease for information on treatment of Security Deposit).
 - iii. **“Pet Deposit”** will be: ☐ _____ ☐ N/A
(See **Section 16** of this Lease for information on treatment of Pet Deposit).
- f. **“Included Appliances”** means a refrigerator with freezer and a stove/range.

2. Grant of Lease.

The Authority, using information provided by Tenant relative to Tenant’s income, family composition, and needs, hereby leases to Tenant, and Tenant hereby leases from the Authority, the Premises under the terms and conditions of this Lease.

3. Term.

The initial term of this Lease will be one (1) year and will commence on the Start Date identified above. The term will automatically renew for another 12 months, unless terminated as provided in this Lease or unless Tenant or an adult member of Tenant’s Household fails to perform the

community service requirement of **Paragraph 21(q)**.

4. Rent.

- a. *Monthly Rent.* Tenant shall pay to the Authority rent in the amount stated in **Paragraph 1(e)**, or in the amount as adjusted by **Paragraph 17 or 18**, **on the first day of each month** at the Authority's office located at 1948 Thomson Drive, Lynchburg, VA 24501 or such other address that the Authority may designate, including online if such service is made available. Rent for any partial month of initial occupancy will be prorated and paid upon execution of this Lease. LRHA may accept a partial payment if there is no prior outstanding rent balance. All checks and money orders shall be made payable to the Lynchburg Redevelopment and Housing Authority. To ensure proper credit, Tenant's check or money order must contain the address of the Premises. The Authority will not be responsible for the failure of the United States Postal Service to deliver rent payments by the fifth of each month. The amount of Rent and/or Tenant's Payment will be determined and possibly modified by the Authority in accordance with the terms of this Lease, the Authority's Admissions and Continued Occupancy Policy ("ACOP"), HUD regulations.
- b. *Late and Returned Check Charges.* If the Authority does not receive Rent before 5:00 p.m. on the fifth day of the month (or before 5:00 p.m. of the next business day in the event the fifth day of the month falls on a weekend or holiday recognized by the Authority), Tenant shall pay a Late Charge in the amount of the lesser of 10 percent of the periodic rent or 10 percent of the remaining balance due and owed by the tenant. Accumulated late fees in excess of \$50.00 will result in termination of tenancy. Tenant's failure to pay Rent on time could also result in termination of this Lease and legal proceedings. Three (3) late rent payments within a 12-month period constitute chronic late payments and is a material violation of the lease. Additionally, Tenant agrees to pay a Return Check Charge of **\$25.00** for each check returned to the Authority for non-sufficient funds. Late Charges and Return Check Charges will be due and payable fourteen (14) days after notice to Tenant. The charges in this paragraph are in addition to the regular monthly Rent.
- c. *Rent Following Tenant Vacating Premises.* *Tenant shall be liable for rent through the date that all Household Members vacate the Premises, provided that Tenant has given at least thirty (30) days written notice to the Authority of Tenant's intent to vacate. In the absence of such notice, Rent Liability Upon Transfer to Another Unit.* If the Authority transfers the Tenant's Household to another Authority dwelling unit, any charges or credits due on the Tenant's account will be transferred to the account for the new unit. Any amounts owed by tenant to the Authority prior to the execution of this Lease will be deemed due under this Lease.
- d. *Application of Payments.* All payments to the Authority will be first applied to all past due balances and then to current Rent due.

5. Security Deposit.

- a. Tenant has deposited the amount stated in **Paragraph 1(e)** with the Authority upon Tenant's execution of this Lease. The Authority will hold the Security Deposit as security for Tenant payment of Rent, cleaning costs, and any other charges Tenant may owe the Authority under this Lease.
- b. To be eligible for a refund of the Security Deposit after Tenant moves out, Tenant must give the Authority appropriate written notice of termination as required by **Paragraph 22(a)**. Failure to provide the Authority the notice required in **Paragraph 22(a)** will result in forfeiture of the full security deposit.

- c. The Authority will provide Tenant with a written itemized list of any charges against the security deposit within 10 business days of the move-out inspection. Such charges may include:
 - i. Unpaid Rent;
 - ii. Costs of repair or replacement for damages that are not due to normal wear and tear;
 - iii. Cleaning charges;
 - iv. Charges for late payments of Rent or returned checks, as stated in section 6; and
 - v. Any other amounts Tenant owes the Authority.

Within thirty (30) days after termination of the Lease and delivery of possession to the Authority, the Authority will refund to Tenant the amount of the Security Deposit, less the following charges:

- d. Repair, replacement, and cleaning charges will be in accordance with the Schedule of Maintenance Charges, as amended. The Schedule of Maintenance Charges is periodically revised in accordance with the ACOP and posted in the Authority's office. The charges posted in the Authority's office at the time of termination will be the applicable charges to Tenant.
- e. The Authority will mail the written itemized list of charges (if any) and any portion of the Security Deposit that is not retained by the Authority for the charges set forth above to Tenant at the forwarding address furnished by Tenant to the Authority. If there is no forwarding address provided, the Security Deposit will be mailed to the last known address.
- f. In the event the damages exceed the amount of the Security Deposit, Tenant shall pay the Authority the amount of charges for damages, repairs, or replacements (other than normal wear and tear) and cleaning which exceed the amount of the Security Deposit.
- g. The Security Deposit may not be used to pay Rent or other charges while Tenant occupies the Premises.

6. Utilities.

Tenant will be responsible for all utilities servicing the Premises, except that water will be included in Rent for Tenants at the Birchwood, Langview and Brookside complexes. Utilities must be in the name of the head of household or co-head only. The Authority reserves the right to separately meter and/or turn over responsibility of water to residents at these complexes by amending this Agreement as provided herein. Current Utility Allowance Schedules will be posted in the Authority's main office and online at the Authority's website. Tenant shall ensure that all utilities connected to the Premises remain in service at all times. Failure to maintain active utility service for all utilities, in the name of the head of household or co-head will be considered a breach of the lease.

7. Appliances.

Rent will include the Included Appliances indicated in **Paragraph 1(f)**. Tenant may not install or operate other major electrical appliances, including without limitation, air conditioners, freezers, extra refrigerators, washers, dryers, etc. without the advance written approval of the Authority.

8. Condition of Premises.

By signing this Agreement, Tenant agrees that the Premises is clean and in good condition,

except as indicated on the initial inspection form referenced in **Paragraph 9(a)**, below. Tenant agrees that all Included Appliances and other equipment in the Premises are in good working order, except as described in the inspection form.

9. Inspections; Access by the Authority.

- a. *Initial Inspection.* Prior to occupancy, a representative from the Authority and the Tenant (or their representative) will inspect the Premises and will execute an inspection form noting the condition of the Premises and the equipment therein. The Authority will give Tenant a copy of the signed inspection form, and retain another copy for the Authority's file.
- b. *Annual Inspections.* The Authority will perform annual inspections by the Authority to ensure the unit is maintained in accordance with National Standards for the Physical Inspection of Real Estate (NSPIRE) in 24 CFR 5.703 .Other NSPIRE inspections, including those conducted for the Public Housing Assessment System (PHAS), NSPIRE Plus Inspections as applicable, and quality control inspections will occur in accordance with the ACOP. Such entry will only be made during reasonable hours, after no less than two (2) days advance notice in writing to Tenant of the date, time, and purpose of such entry.
- c. *Special Inspections.* The Authority may conduct special inspections between annual inspections for any of the following reasons: (1) suspected housekeeping violations, (2) unit condition, (3) suspected lease violations, (4) pest infestations, (5) preventative maintenance, (6) routine maintenance, and (7) reasonable cause to believe that an emergency exists.
- d. *Move Out Inspection.* After Tenant vacates the Premises, the Authority will inspect the Premises and give Tenant a written statement of charges, if any, for which Tenant is responsible. Tenant and/or his/her spouse or co-head will be given the opportunity to be present for such inspection unless Tenant vacates the Premises without giving the Authority appropriate written notice.
- e. *Access by the Authority.* During Tenant's tenancy, Tenant agrees to permit duly authorized employees, agents, or representatives of the Authority to enter the Premises for the purpose of performing routine inspections and maintenance, making improvements or repairs, performing extermination services, or showing the Premises for re-leasing. Such entry will only be made during reasonable hours, after no less than two (2) days' advance notice in writing to Tenant of the date, time, and purpose of such entry. However, the Authority will have the right to enter the Premises without prior notice to Tenant, if the Authority reasonably believes there exists an emergency requiring such entry. A request for maintenance or repair by Tenant shall constitute Tenant's consent to the authorized employees, agents, or representatives of the Authority to enter the Premises, without further notice, during business hours for the purpose of making the improvements or repairs requested by Tenant. If no adult member of Tenant's household is present at the Premises at the time of an entry hereunder, the Authority will leave at the Premises a written statement specifying the date, time and purpose of entry.

10. Keys and Locks.

Tenant agrees to comply with provisions concerning Keys and Lock as outlined in the House Rules.

11. Automobiles and Other Motorized Vehicles.

Tenant agrees to comply with provisions concerning Automobiles and Other Motorized Vehicles

as outlined in the House Rules.

12. Code of Conduct.

- a. Tenant agrees to conduct himself/herself and cause his/her household members and guests to conduct themselves in a manner that will not disturb the rights of other residents in the peaceful occupancy of their dwellings and which will be conducive to the decent, safe, and sanitary condition of the neighborhood in which the Premises are located.
- b. Tenant agrees to act in a cooperative manner with neighbors and the Authority staff, and to refrain from and cause Tenant's household members and guests to refrain from acting or speaking in an abusive or threatening manner towards or in the presence of neighbors and the Authority's staff.
- c. Tenant agrees not to allow any individual that has been barred or banned from the Authority's property to be on any property for which Tenant has responsibility.

13. Firearms, Knives, Clubs & Other Weapons.

Tenant, Tenant's household members and guests shall not discharge or threaten to discharge a firearm of any type, including "BB" guns, on the Authority's property. Discharging or threatening to discharge a firearm will be grounds for Lease termination. Tenant, Tenant's household members and guests further agree not to use or threaten to use a knife, club or any other weapon against any person on the Authority's property. The use or the threat to use a knife, club or any other weapon against any person on the Authority's property will be grounds for Lease termination.

14. Use and Occupancy of the Premises.

Tenant will have the right to exclusive use and occupancy of the Premises as a private residence by members of the household authorized to reside in the Premises in accordance with this Lease, including reasonable accommodation for Tenant's guests. **Tenant shall live in the Premises and shall use the Premises as Tenant's only place of residence.** Tenant's minor children who attain the age of 18 years during the term of this Lease must execute this Lease at the next annual reexamination after the child's 18th birthday, in order to remain a lawful occupant. Tenant must obtain the Authority's prior written approval before adding additional members to Tenant's household, including without limitation, live-in aides, foster children/adults, or adults, but excluding live births, adoptions, and court-awarded custody. However, additions to the family by birth, adoption, and/or court-awarded custody must be reported to the Authority within seven (7) business days. Permission to add live-in aides and foster children/adults will not be unreasonably refused. With the consent of the Authority, Tenant and household members may engage in legal profitmaking activities in the Premises, where the Authority determines that such activities are incidental to primary use of the Premises for residence by members of the household.

Tenant agrees that additional household members must make application to the Authority prior to taking residence. Additional household members will be subject to all eligibility requirements as required in the Authority's policies. With the exception of additions to the household by birth, adoption, and/or court-awarded custody, Tenant agrees to wait for the Authority's approval before allowing additional persons to move into the Premises. Tenant's failure to comply with this section is a serious violation of the material terms of this Lease, for which the Authority may terminate the Lease.

15. Maintenance; Damages.

- a. *Maintenance.* If Tenant fails to maintain the Premises or fails to keep the yard in the immediate vicinity around the Premises free of debris and litter, it is agreed that the

Authority, at its option, may provide the required services and charge the Tenant in accordance with the Authority's current Schedule of Maintenance Charges for such services.

- b. *Damages.* Except for normal wear and tear, Tenant agrees to pay reasonable charges to the Authority for the repair of any damages to the Premises, any Included Appliances or equipment therein caused by Tenant, a member of Tenant's household, or Tenant's guests. Tenant will be notified of such charges by written statement of the items damaged, the corrective action taken, and the costs of that corrective action. Such charges shall be due and payable seven (7) business days from the date of notice to Tenant by the Authority.
- c. *Defects Hazardous to Life, Health or Safety.* In the event that the Premises is damaged to the extent that conditions are created that are hazardous to the life, health, or safety of the occupants:
 - i. Authority Responsibilities:
 - 1. The Authority shall be responsible for repair of the Premises within a reasonable period of time after receiving notice from Tenant, provided, if the damage was caused by Tenant, household members, or guests, the reasonable cost of the repairs shall be charged to Tenant.
 - 2. The Authority shall offer Tenant a replacement dwelling unit, if available, if necessary repairs cannot be made within a reasonable time. The Authority is not required to offer Tenant a replacement unit if Tenant, household members, or guests caused the hazardous condition.
 - 3. Tenant shall accept any replacement unit offered by the Authority.
 - 4. In the event the Authority cannot make repairs as described above, and alternative accommodations are unavailable, then Rent shall abate in proportion to the seriousness of the damage and loss in value as a dwelling. No abatement of Rent shall occur if Tenant rejects alternative accommodations or if Tenant, household members, or guests caused the damage.
 - 5. If the Authority determines that the Premises is untenantable because of imminent danger to the life, health, and safety of Tenant, and Tenant refuses alternative accommodations, this Lease shall be terminated, and any rent paid for the period the Premises are untenantable will be refunded to Tenant.
 - ii. Tenant Responsibilities:
 - 1. Tenant shall immediately notify the Authority of the damage and intent to abate rent, when the damage is or becomes sufficiently severe that Tenant believes he/she is justified in abating rent.
 - 2. Tenant agrees to continue to pay full Rent, less the abated portion agreed upon by the Authority, during the time in which the defect remains uncorrected.

16. Animals; Pets.

Tenant may not allow any animals or pets of any kind in the Premises without the express written consent of the Authority, as provided in the Authority's Assistance Animals and Pets Policy, as amended, and as attached hereto and posted in the Authority's office. Once permission

is granted, it can be revoked at any time, for any reason, or for no reason. The keeping of any such animals or pets, when permitted by the Authority, will be governed by the Authority's Assistance Animals and Pets Policy, as amended. In addition to any other restrictions imposed by the Authority, Tenant shall pay the Authority a pet deposit in an amount provided in the Assistance Animals and Pets Policy prior to the pet being brought on the Premises. Tenant is required to provide updated registration documentation per the Assistance Animals and Pets Policy at each annual recertification.

The Pet deposit will be refunded to Tenant upon removal of the pet or the termination of this Lease, after the Authority has inspected the Premises and deducted any amounts for damages caused by the animal or pet not previously reimbursed to the Authority. Violation of this provision or the Assistance Animal and Pets Policy will be grounds for removal of the animal or pet, termination of this Lease, or both.

17. Redetermination of Rent, Dwelling Size, and Eligibility.

- a. *Annual Reexaminations.* Tenant and members of Tenant's household 18 years of age or older shall participate in and submit all required information and documentation for annual reexaminations. The Authority will notify Tenant via written notice delivered to the Tenant of the date, time, and location of Tenant's briefing, and that notice will list the information and documentation that must be brought to the briefing. Tenant and adult members of Tenant's household shall bring or submit such information and documentation to the briefing. If Tenant or adult members of Tenant's household fail to attend the first scheduled briefing, the Authority will automatically reschedule the briefing, and notify Tenant of the date, time, and location of the rescheduled briefing via written notice delivered to the Tenant. If Tenant and members of Tenant's household fail to attend the second briefing without the Authority's prior written approval, such failure will constitute grounds for terminating the lease as provided in **Paragraph 17(e)**, below.
- b. *Furnishing Required Information and Documentation.* If Tenant attends a briefing but is missing certain information or documentation or the information or documentation provided by Tenant is inadequate, a representative from the Authority will give Tenant a letter, listing the missing information and documents, and requiring Tenant to furnish such information and/or documentation within seven (7) business days of the briefing. If the Tenant is unable to provide such information or documentation within seven (7) business days, Tenant may request an extension for good cause as provided in the ACOP.
- c. *Verification Information.* Tenant also agrees to comply with the Authority's requests for verification of any information submitted to the Authority by signing releases for third-party sources, presenting documents for review, or providing other suitable forms of verification. Tenant shall provide such releases, additional documents or forms within seven (7) business days of the Authority's request.
- d. *Community Service Certification.* In addition to the information required above, Tenant shall, on an annual basis when providing other information required in this Section, certify Tenant and Tenant's adult household members' compliance with the community service requirement, if applicable.
- e. *Tenant's Failure to Furnish Requested Information.* If Tenant fails to furnish information, verifications, certifications, or other documents requested by the Authority pursuant to **Paragraphs (a) through (c)** above, Tenant's failure will be grounds for termination of the Lease. In such event, the Authority will send Tenant a written Notice of Lease Violation and Possible Lease termination, notifying Tenant that the Authority was unable to obtain the information, verifications, certifications, or other documents

required under this Section, and that this Lease will terminate in thirty (30) days unless Tenant provides such information, verifications, certifications, or documents to the Authority within seven (7) days of such notice. The determinations to be made herein will be made in accordance with the Authority's ACOP available in the Authority's office. If Tenant fails to comply with **Paragraph (d)**, above, such failure will be grounds for terminating the Lease.

- f. *Choice in Rent Calculation Method.* Tenants who have chosen Flat Rent may request an interim reexamination and change to the income-based method at any time if the flat rent causes a financial hardship to the family. Verification of hardship is required. Tenant may choose Flat Rent only at annual reexamination.
- g. *Change in Rent.* If the Authority redetermines the amount of Rent (not including allowances for utilities), the Authority will give written notice to Tenant of such determination. The notice shall state the new amount, the date from which the new amount is applicable, and that the redetermination is subject to the Grievance Procedure. The notice shall also state that Tenant may request in writing an explanation of the specific grounds of the Authority's determination. If Tenant requests such an explanation, which request shall be submitted by the Tenant in writing to the Authority, the Authority shall respond in a reasonable time. If Tenant disagrees with the determination, Tenant will have the right to request a hearing under the Authority's Grievance Procedure.
- h. *Transfer to Different Unit.* If the Authority determines the size of the Premises is no longer appropriate for Tenant's household composition, and if the Authority has a unit of the appropriate size available for Tenant, then the Authority will provide Tenant 15 days' notice prior to the new unit becoming available. Tenant agrees to transfer to the new unit (and completely vacate the current unit) within three (3) days of receiving the keys to the new unit. Additionally, if the Premises is a accessible unit, and neither Tenant nor any members of Tenant's household are disabled, as defined by HUD regulations, Tenant agrees to transfer to a non-accessible unit of an appropriate size, if and when the Premises is needed by a tenant with disabilities. In such event, the Authority will give Tenant fifteen (15) days' written notice of the required transfer and Tenant agrees to transfer to the new unit (and completely vacate the current unit) within three (3) days of the required transfer date. If Tenant fails to transfer units as required by this **Paragraph 17(h)**, the Authority will have the right to terminate this Lease.
- i. *Misrepresentation by Tenant.* If the Authority determines that Tenant has gained admission or remained in occupancy of the Premises through Tenant's misrepresentation of his or her income, household composition, or any other information supplied to the Authority for purposes of determining Tenant's eligibility, the amount of Rent, Tenant's wait-list placement, or the appropriate size of the dwelling unit, then the Authority may terminate this Lease and collect any rent lost as a result of such misrepresentation.

In the case of fraud, misrepresentation, false statements, or failure on the part of Tenant to disclose material facts having an effect on the Authority's calculation of Rent, eligibility, or household composition, such act(s) will be grounds for the Authority to terminate this Lease. Further, any redeterminations based on the fraud or misrepresentation by Tenant may be made retroactive to the date such redetermination would have been made but for Tenant's fraud or misrepresentation. If such retroactive redetermination results in a deficiency in Tenant's past rental payments, Tenant shall pay, along with the next installment of Rent, the difference between the rent Tenant should have paid and the rent actually paid.

18. Reporting Changes Between Scheduled Recertifications.

- a. *Mandatory Reporting of Changes.* Tenant shall report and document to the Authority any changes in Tenant's family composition and any increases in Tenant's income within seven (7) business days of such change(s) by reporting such change(s) in person at the Authority's office. Failure to report such changes within seven (7) business days may result in a retroactive rent charge or termination of this Lease. This Lease will not be revised to permit a change of household to add member outside of birth, adoption, court-ordered custody, marriage, and live-in aide if such addition results in the need for a change in unit size. Additionally, the Lease will not be revised to permit the addition of any new or returning family or household member unless the individual meets the Authority's eligibility criteria and documentation requirements.
- b. *Permissive Reporting of Changes.* Tenant may report to the Authority any decrease in Tenant's household income or any change in other factors considered in calculating Rent by reporting such change(s) in person at the Authority's office. Tenant shall not be eligible for a reduction of Rent if the reduction in Tenant's household income is due to a reduction in Tenant's welfare assistance benefits on account of Tenant's fraud or Tenant's failure to comply with welfare program requirements. The Authority may require Tenant to provide verification of any such changes. Tenant understands and agrees that regardless of any change(s) that might otherwise justify a reduction of Rent, Tenant shall not be entitled to any such reduction of Rent unless Tenant complies with all reporting and verification requirements.
- c. *Effectiveness of Rent Amount.* The initial amount of Rent and subsequent rent determinations for income-based Rent will remain in effect for the period between annual redeterminations of rent, unless during such period: (i) the Tenant requests a redetermination of rent due to income changes; (ii) it is determined by the Authority that Tenant has misrepresented the facts upon which Tenant's Rent is based, in which event any Rent adjustment may be made retroactive; (iii) there has been a change in family composition or income; (iv) the then current rental amount was calculated for a temporary period of time which period expires between annual redeterminations; or (v) HUD regulations require such a redetermination.
- e. *Decreases in Rent.* In the event Rent **decreases** in between annual recertifications, the adjustment will become effective the first day of the month following the change in circumstances giving rise to the adjustment, provided that Tenant has timely reported such change to the Authority and provided all required documentation; in cases where the change cannot be verified, through no fault of the Tenant, until after the date the change would have become effective, the change will be made retroactively. If the Tenant fails to report a decrease in income timely, the Authority will not apply the decrease in rent retroactively.
- f. *Increases in Rent.* In the event Rent **increases** in between annual recertifications, the adjustment will become effective the first day of the month following 30 days' notice to the Tenant. If the Tenant fails to report a change within the required time frames, the increase will be applied retroactively, to the first of the month following the date the increase occurred. The Tenant will be responsible for any overpaid subsidy and may be offered a repayment agreement.

19. Grievance Procedure.

All grievances and disputes concerning the obligations of the Tenant or the Authority will be processed and resolved pursuant to the Grievance Procedure of the Authority as posted in the

Authority office, as amended, that is in effect at the time such grievance or appeal arises. Informal discussions will be conducted by an Authority employee. The Authority will not allow the Authority employee who initiated the action resulting in the grievance to be the only Authority representative present at the informal discussion. Grievance hearings (i.e., not informal discussions) will be conducted by a single hearing officer. The hearing officer will be an impartial person selected by the Authority, other than the person who made or approved the decision under review or a subordinate of that person.

20. Obligations of the Authority.

In addition to the Authority's other obligations stated in this Lease, the Authority shall:

- a. Maintain the Premises in a decent, safe, and sanitary condition;
- b. Comply with the requirements of applicable building codes, housing codes, and HUD regulations materially affecting health and safety;
- c. Make all necessary repairs, alterations and improvements to the Premises with reasonable promptness at its own cost and expense except as otherwise provided in this Lease;
- d. Keep the Complex buildings, facilities, and common areas, not otherwise assigned to Tenant or other tenants for maintenance and upkeep, in a clean and safe condition;
- e. Maintain in good and safe working condition the electrical, plumbing, sanitary, heating, ventilating equipment, other facilities and appliances supplied or required to be supplied by the Authority;
- f. Provide and maintain appropriate receptacles and facilities (except containers for the exclusive use of an individual tenant family) for the deposit of ashes, garbage, rubbish, and other waste removed from the Premises by Tenant in accordance with this Lease, unless such facilities are provided by the City of Lynchburg;
- g. Supply running water and reasonable amounts of hot water and reasonable amounts of heat at appropriate times of the year (according to local custom and usage), except where the building that includes the Premises is not required by law to be equipped for that purpose, or where heat or hot water is generated by an installation withing the exclusive control of the tenant and supplied by a direct utility connection;
- h. Notify Tenant of the specific grounds of any adverse action by the Authority. Such adverse actions include, but are not limited to, a proposed lease termination, transfer of Tenant to another dwelling unit, or imposition of charges for maintenance and repair, or for excessive consumption of utilities. When the Authority is required to afford Tenant the opportunity for a hearing under the Authority's Grievance Procedure for a grievance concerning a proposed adverse action, the notice of proposed adverse action will inform Tenant of Tenant's right to request such a hearing and not take the proposed adverse action until the time for Tenant to request a hearing has expired or the grievance procedure has been completed;
- i. Consider lease bifurcation, as provided in 24 C.F.R. 5.2009, in circumstances involving domestic violence, dating violence, sexual assault, or stalking addressed in 24 C.F.R. Part 5, subpart L.

21. Obligations of Tenant.

In addition to Tenant's other obligations stated in this Lease, Tenant shall:

- a. Not assign the Lease or to sublease the Premises;
- b. Not provide accommodations for boarders or lodgers for any length of time, or accommodate guests for more than fourteen (14) consecutive days within any twelve (12) consecutive

month period or thirty (30) cumulative days within any twelve (12) consecutive month period, without the Authority's prior written consent for an extended visit, which consent may be withheld in the Authority's discretion, or without requesting that Tenant's guest be added to this Lease. Guests who claim the Premises as their residence of record to governmental agencies, employers, creditors, financial institutions, or others, will be considered unauthorized occupants. Guests who remain in the unit beyond the allowable time limit will be considered unauthorized occupants, and their presence represents a violation of program requirements. Unless the Authority has given written permission for such guest to occupy the Premises, this Lease and Tenant's occupancy of the Premises may be terminated by the Authority as a result;

- c. Use the Premises solely as a private dwelling for the Tenant and Tenant's household members identified in the Lease, and not to use or permit its use for any other purpose;
- d. Abide by necessary and reasonable regulations promulgated by the Authority for the benefit and well-being of the Complex and its tenants, including the Housekeeping Standards. Violation of these regulations constitute a material violation of this Lease;
- e. Comply with the obligations imposed upon tenants by applicable provisions of building and housing codes materially affecting health and safety, and shall not keep flammable liquids or other highly combustible materials in or near the Premises;
- f. Keep the Premises and such other areas as may be assigned to Tenant for Tenant's exclusive use in a clean and safe condition. This includes keeping front and rear entrances and walkways for the exclusive use of Tenant, free from hazards and trash and keeping the yard free of debris and litter;
- g. Dispose of all ashes, garbage, rubbish, and other waste from the Premises in a sanitary and safe manner and refrain from placing litter or trash;
- h. Use only in a reasonable manner all electrical, plumbing, sanitary, heating, ventilating, air-conditioning, and other facilities and appurtenances including elevators, if any;
- i. Refrain from, and cause the household and guests to refrain from destroying, defacing, damaging, or removing any part of the Premises or Complex, including Complex buildings, facilities, or common areas, and any of the Included Appliances or other equipment therein or any other real or personal property of the Authority;
- j. Pay reasonable charges (other than for wear and tear) for the repair of damages to the Premises, or to the Complex (including damages to Complex buildings, facilities, or common areas) caused by Tenant, a member of Tenant's household, or a guest;
- k. Act, and cause Tenant's household members and guests to act, in a manner which will not disturb other residents' peaceful enjoyment of their accommodations and will be conducive to maintaining the Complex in a decent, safe, and sanitary condition;
- l. Assure that neither Tenant nor Tenant's household members or guests engage in:
 - i. Any criminal activity that threatens the health, safety or right to peaceful enjoyment of the Complex by other residents or employees of the Authority;
 - ii. Any drug-related criminal activity at or away from the Complex; or
 - iii. Any smoking of prohibited tobacco and/or marijuana product in any manner or any form, including but not limited to cigars, cigarettes, pipes, water pipes, hookahs, e-cigarettes, nicotine inhalers, and vaping devices, in any Premises, interior areas of the Complex, and outdoor areas of the Complex within 25 feet

from public housing and Authority administrative office buildings.

- m. Assure that no other person under Tenant's control engages in:
 - i. Any criminal activity that threatens the health, safety or right to peaceful enjoyment of the Complex by other residents; or
 - ii. Any drug-related criminal activity in the Complex; or
 - iii. Any smoking of prohibited tobacco and/or marijuana product in any manner or any form, including but not limited to cigars, cigarettes, pipes, water pipes, hookahs, e-cigarettes, nicotine inhalers, and vaping devices, in any Premises, interior areas of the Complex, and outdoor areas of the Complex within 25 feet from public housing and Authority administrative office buildings.
- n. Assure that no member of Tenant's household engages in an abuse or pattern of abuse of alcohol that affects the health, safety, or right to peaceful enjoyment of the Complex by other residents;
- o. Obtain and maintain renter's insurance on Tenant's possessions;
- p. Notify the Authority if Tenant is going to be absent from the Premises for more than seven (7) consecutive days and provide a means for the Authority to contact Tenant in the event of an emergency;
- q. Perform and cause all adult members of Tenant's household to each perform the required community service or to participate in an economic self-sufficiency program, or a combination of both, unless such person is exempt under HUD regulations. The required community service or self-sufficiency activity may be completed eight (8) hours each month or may be aggregated across a year for a total of 96 hours annually;
- r. **Promptly notify the Authority of the need for repairs or maintenance to the Premises**, including those that affect moisture and water, and to comply with the provisions of the Mold Addendum;
- s. Not make any repairs, redecorations, or any structural alterations, modification or improvements to the Premises, the Included Appliances, or any other equipment therein (including the construction or installation of fences or other exterior additions or structures) without first obtaining written permission from the Authority;
- t. Not obstruct sidewalks, areaways, galleries, passages, elevators, or stairs, and avoid using these for purposes other than going in and out of the Premises;
- u. Park and cause Tenant's household members and guests to park automobiles and other motorized vehicles in Authority-designated parking areas only;
- v. Store Tenant's personal property or personal property of Tenant's household members or guests in the Unit only (i.e., not outside);
- w. Refrain from erecting or hanging radio or television antenna or satellite dishes on or from any part of the Premises or common areas without **the prior written approval** of the Authority;
- x. Not permit a waterbed on the Premises;
- y. Provide and maintain in the Premises approved interior window coverings such as window blinds, window shades, or draperies. Tenant further agrees not to cover windows with sheets or bedspreads not expressly formed as draperies;
- z. Not commit any fraud in connection with any federal housing assistance program and not

receive assistance for occupancy from any other unit assisted under any federal housing assistance program during the term of this Lease;

- aa. Take reasonable precautions to prevent fires and to refrain from storing or keeping highly volatile or flammable materials upon the Premises; Pay the first two hundred fifty dollars (\$250) for fire damage caused by any fire upon which the Fire Department has provided a statement indicating that the probable cause of such fire was due to the negligence or fault of Tenant or Tenant's household members or guests;
- bb. Promptly report to the Authority any bed bug or other insect infestations and comply with Tenant's responsibilities under the Bedbugs Addendum;
- cc. Comply with and ensure Tenant's household members and guests comply with the Smoke-Free Policy, which **PROHIBITS SMOKING OF ALL KINDS ON ALL AUTHORITY PROPERTY.**

22. Termination of Tenancy.

- a. *Termination by Tenant.* To terminate this Lease, Tenant must give the Authority thirty (30) calendar days advance written notice before moving from the Premises. In the event that Tenant must give less than 30 days' notice due to circumstances beyond Tenant's control, the Authority may, at its discretion, waive the 30-day requirement.
- b. *Permanent Absence; Abandonment.* If Tenant is going to leave the Premises unoccupied for more than seven (7) consecutive days, Tenant must give prior written notice to the Authority in accordance with **Paragraph 21p**. During any absence of Tenant in excess of seven (7) days, the Authority may enter the Premises at times reasonably necessary to protect the Authority's possessions and property. The Lease will be deemed to be terminated by the Authority as of the date of abandonment by Tenant. If the Authority cannot determine whether the Premises have been abandoned by Tenant, the Authority will mail written notice to Tenant at Tenant's last known address, address service requested, requiring Tenant to give written notice within seven (7) days that Tenant intends to remain in occupancy of the Premises. If Tenant gives such written notice to the Authority, or if the Authority otherwise determines that Tenant remains in occupancy of the Premises, the Authority will not treat the Premises as having been abandoned. Unless the Authority receives written notice from Tenant or otherwise determines that Tenant remains in occupancy of the Premises, the Authority will deem Tenant to have abandoned upon the expiration of seven (7) days from the date of the Authority's notice and will have the right to store or otherwise dispose of any property left on or about the Premises following or pursuant to such abandonment.
- c. *Permanent Absence of Tenant or Tenant's Household Members.* Tenant shall notify the Authority within seven (7) business days in writing whenever any member of Tenant's household who is authorized to live in the Premises is no longer living in the Premises, in accordance with **Paragraph 18(a)**. Tenant's failure to notify the Authority within seven (7) business days will result in Tenant continuing to be responsible for all action of such persons, and any violation of this Lease by such persons will be grounds for termination of this Lease and eviction of Tenant from the Premises. Tenant agrees that any member of Tenant's household will be considered permanently absent if he/she is or is expected to be absent from the Premises for more than 180 consecutive days. Any member deemed by the Authority to be permanently absent will be removed from the Lease and will be ineligible to occupy the Premises.
- d. *Termination by the Authority.* The Authority may terminate or refuse to renew this Lease for serious or repeated violations of the terms of this Lease, including but not limited to:

- i. Tenant's failure to make payments due under this Lease, including nonpayment of rent, repeated late payment of rent or other charges, or any repayment agreement in a timely manner. Timely means before late charges are assessed and repeated late payments means three or more late payments within a 12-month period; or
- ii. Tenant's failure to fulfill household obligations as set forth in this Lease and its House Rules; or
- iii. Tenant's failure to maintain utility service to the Premises or failure to pay utility bills when Tenant is responsible for maintaining and paying for such utilities; or
- iv. Tenant's household being over the income limit for the program, as provided in 24 CFR § 960.507; or
- v. Discovery of false statements or fraud by the Tenant in connection with an application for assistance or with reexamination of income; or
- vi. Tenant's failure to provide, within seven (7) business days of the request, such information and certifications regarding household composition and income as may be necessary for the Authority to make determinations with respect to rent, eligibility, and the appropriateness of dwelling size; or
- vii. Tenant's failure to transfer to an appropriate size dwelling unit based on family composition, upon appropriate notice by the Authority that such a dwelling unit is available.
- viii. Tenant's failure to permit access to the unit by the Authority after proper advance notification for the purpose of performing routine inspections and maintenance, for making improvements or repairs, or to show the dwelling unit for re-leasing, or without advance notice if there is reasonable cause to believe that an emergency exists.
- ix. Tenant's failure to promptly inform the Authority of the birth, adoption or court-awarded custody of a child. In such a case, promptly means within seven (7) business days of the event.
- x. Tenant's failure to abide by the provisions of the Authority's attached Pet Policy.
- xi. If the Tenant family has breached the terms of a repayment agreement entered into with the Authority.
- xii. If a family member has violated federal, state, or local law that imposes obligations in connection with the occupancy or use of the premises.
- xiii. If a household member has engaged in or threatened violent or abusive behavior toward Authority personnel.
- xiv. The Tenant or member of the Tenant's household or guest or any other person under the resident's control participants in any of the following activities:
 - 1. Drug-related criminal activity engaged in on or off the premises;
 - 2. Illegal use of a drug or a pattern of illegal use of a drug (pattern means more than one (1) incident during the previous six (6) months) that interferes with the health, safety, or right to peaceful enjoyment of the premises by other residents;
 - 3. Any criminal activity that threatens the health, safety, or right to peaceful enjoyment of the premises by other residents or by persons residing in the

- immediate vicinity of the premises;
- 4. Abuse or pattern of abuse of alcohol (pattern means more than one (1) incident during the previous six (6) months) that threatens the health, safety, or right to peaceful enjoyment of the premises by other residents;
- 5. Furnishing false or misleading information concerning illegal drug use or alcohol abuse or rehabilitation.
- xv. Any other grounds that constitute serious or repeated violations of material terms of the lease or for other good cause.
- xvi. Determination or discovery that Tenant or a member of Tenant's household has, during their current public history tenancy, become subject to a requirement under a state sex offender registration program; or
- xvii. Discovery after admission of facts that made the tenant ineligible; or
- e. *Timing of Termination.* The Authority may terminate this Lease by giving the Tenant advance written Notice of Termination of the Lease of:
 - i. Thirty (30) days in the case of failure to pay Rent;
 - ii. A reasonable time, not to exceed thirty (30) days, considering the seriousness of the situation:
 - 1. If the health or safety of other residents, the Authority's employees, or persons residing in the immediate vicinity of the Premises is threatened;
 - 2. If any member of Tenant's household has engaged in any drug-related criminal activity or violent criminal activity; or
 - 3. If any member of Tenant's household has been convicted of a felony; and
 - iii. Thirty (30) days in all other cases, including without limitation, failure to pay when due maintenance charges, charges for damages, or any other charges imposed under this Lease.

Except in the case of lease bifurcation, *termination* shall mean the eviction from the Premises of Tenant, members of Tenant's household and any other tenants of the Premises, regardless of whether the act or omission that resulted in termination were caused by Tenant, or members of Tenant's household or immediate family or guests.

f. *Termination Notice.*

- i. The notice of termination to Tenant, in accordance with applicable Virginia and federal law, shall state specific grounds for termination, shall inform Tenant of his/her right to make such reply as he/she may wish, and Tenant's right to examine the Authority documents directly relevant to the termination or eviction.
- ii. When the Authority is required to offer Tenant the opportunity for a grievance hearing, the notice shall also inform Tenant of the right to request such a hearing in accordance with the Authority's Grievance Procedure.
- iii. Any notice to vacate (or quit) that is required by State or local law may be combined with, or run concurrently with the notice of lease termination under this Section. The Notice to Vacate must be in writing, and specify that if Tenant fails to quit the Premises within the applicable statutory period, appropriate action will be brought against Tenant, and Tenant may be required to pay the costs of court and attorney's fees.

- iv. When the Authority is required to offer Tenant the opportunity for a grievance hearing concerning the lease termination under the Authority's grievance procedure, the Lease will not terminate (even if any Notice to Vacate under State of local law has expired) until the period to request a hearing has expired, or (if a hearing is timely requested by the Tenant) the grievance process has been completed.
 - v. When the Authority is not required to offer Tenant the opportunity for a hearing under the Grievance Procedure and the Authority has decided to exclude such grievance from the Grievance Procedure, the notice of lease termination shall (a) state that Tenant is not entitled to a grievance hearing on the termination; (b) specify the judicial eviction procedure to be used by the Authority for eviction and state that HUD has determined that this eviction procedure provides the opportunity for a hearing in a court that contains the basic elements of due process as defined in HUD regulations; and (c) state whether the eviction is for a criminal activity that threatens health or safety of residents or staff or for drug-related criminal activity.
 - vi. The Authority may evict Tenant from the Premises only by bringing a court action.
- g. *Termination for Criminal Activity.* In deciding to evict for criminal activity, the Authority will consider the following facts and circumstances before deciding whether to terminate the lease for any of the following lease provisions or any other reason:
- i. The seriousness of the offending action, especially with respect to how it would affect other residents' safety or property.
 - ii. The extent of participation or culpability of the Tenant, or other household members, in the offending action, including whether the culpable member is a minor, a person with disabilities, or a victim of domestic violence, dating violence, sexual assault, stalking, and/or human trafficking.
 - iii. The effects that the eviction would have on other family members who were not involved in the action or failure to act.
 - iv. The effects on the Complex of the termination or the Authority's failure to terminate the tenancy.
 - v. The effect of the Authority's decision on the integrity of the public housing program; the demand for housing by eligible families who will adhere to lease responsibilities.
 - vi. The extent to which the leaseholder has shown personal responsibility and whether they have taken all reasonable steps to prevent or mitigate the offending action.
 - vii. The length of time since the violation occurred, including the age of the individual at the time of the conduct, as well as the family's recent history, and the likelihood of favorable conduct in the future.
 - viii. While a record or records of arrest(s) will not solely be used as the basis for termination, an arrest may, however, trigger an investigation to determine whether the participant actually engaged in disqualifying criminal activity; evidence of criminal conduct will be considered if it indicates a demonstrable risk to safety and/or property.

- ix. In the case of program abuse, the dollar amount of the underpaid rent and whether or not a false certification was signed by the family.
- x. In appropriate cases, the Authority may permit continued occupancy by remaining household members and may impose as a condition of the family's continued occupancy, the head of household must certify that the culpable household member has vacated the unit and will not be permitted to visit or to stay as a guest in the assisted unit. The family must present evidence of the former household member's current address upon the Authority's request.
- xi. In appropriate cases, the Authority may permit a Tenant family, as a condition of continued occupancy, to repay the full amount or to enter into a repayment agreement, within 30 days of receiving notice from the Authority of the amount owed.
- xii. In appropriate cases, the Authority may permit a Tenant family, as a condition of continued occupancy, to submit evidence of a household member's current participation in, or successful completion of a supervised drug or alcohol rehabilitation program, or evidence of otherwise having been rehabilitated successfully, where a household member who has engaged in illegal drug use or a pattern of illegal drug use, or abuse or a pattern of abuse of alcohol.

When the Authority evicts a Tenant from a dwelling unit for criminal activity, including drug-related criminal activity, the Authority shall notify the local post office serving the Premises that such individual or family is no longer residing at the Premises.

- h. *Move-Out Condition; Abandoned Property.* Tenant agrees to leave the Premises in broom-clean and good condition, reasonable wear and tear excepted, and to return all keys to the Authority when Tenant vacates. Return of the Security Deposit or charges for additional damages will occur in accordance with Section 5. The Authority will be entitled to store or dispose of any property remaining at or about the Premises after the termination of this Lease. Any personal property left at or about the Premises will be considered abandoned.

23. Miscellaneous Provisions.

- a. *Incorporation of Policies and Documents.* All of the attachments acknowledged as being received by Tenant(s) below are hereby incorporated by reference.
- b. *Discrimination Prohibited.* The Authority agrees to not discriminate on the basis of race, color, religion, national origin, sex, age, familial status, and/or disability.
- c. *Cost of Legal Proceedings.* Should the Authority deem it necessary to engage a lawyer to protect its interests and rights under this Lease or at law, including, but not limited to, instituting any legal action, including a summons for unlawful detainer or warrant in debt, to enforce any of its rights or remedies under this Lease or Virginia or federal law, Tenant shall be responsible for all court costs and fees (including the Authority's reasonable attorneys' fees) incurred by the Authority, if the Authority prevails or obtains judgment in such legal proceedings.
- d. *Entire Agreement.* This Lease, its attachments, and any further endorsements or adjustments, make up the entire agreement between the Authority and Tenant regarding the rental of the Premises. Any endorsement which is executed by any one of the Tenant whose signatures appear below is hereby expressly authorized by and will be binding upon all of the Tenants. To be effective, any such endorsement must be executed by the Authority. By signing below, Tenant acknowledges that Tenant has received all of the attachments marked at the bottom of this Lease.

- e. *Modifications.* The Authority may change the terms and conditions of this Lease as provided in the Authority's Admissions and Continued Occupancy Policy (ACOP). The Authority will provide Tenant thirty (30) days' advance notice of any proposed changes to this Lease. Tenant will have thirty (30) days to accept or reject the proposed changes. If Tenant desires to accept the changed terms and conditions, Tenant must sign the new lease or amendment and return it to the Authority within said thirty (30) days. Tenant may reject the changed terms and conditions by either (i) giving the Authority written notice that Tenant intends to terminate the tenancy and vacate the Premises or (ii) failing to deliver a signed copy of the new lease or amendment within thirty (30) days as provided above. Tenant must give such notice at least thirty (30) days before the proposed change will go into effect. If Tenant does not accept the amended lease, the Authority may terminate this Lease and require Tenant to vacate the Premises.
- f. *Severability.* If any provision of this Lease is found to be unenforceable, void, or invalid, such provision should be severed from this Lease and in no way affect, impair, or invalidate the remaining provisions of this Lease which will remain in full force and effect.
- g. *Waiver.* The Authority's failure to act in case of any breach of this Lease or the Authority's acceptance of Rent after knowledge of any breach will not act as waiver by the Authority of any such breach. Any waiver by the Authority of any breach of this Lease will not act as a waiver of any other or later breach of this Lease.
- h. *Headings.* The headings and titles in this Lease are not a part of this Lease and will have no effect upon the construction or interpretation of any part hereof.
- i. *Notices.* Any notice required hereunder will be sufficient if delivered in writing to Tenant personally, or via email, or to an adult member of Tenant's household residing in the Premises, or if sent postage pre-paid by first-class United States mail addressed to Tenant at the Premises. Notice to the Authority must be in writing and either delivered to an employee of the Authority at the Authority's office, or sent to the Authority by postage prepaid first-class United States mail addressed to the Authority at 1948 Thomson Drive, Lynchburg, VA 24501. If Tenant is visually impaired and the Authority has actual knowledge of such impairment, all notices will be in an accessible format.

IN WITNESS WHEREOF, the parties have executed this Lease, effective the date first stated above.

LYNCHBURG REDEVELOPMENT AND HOUSING AUTHORITY

By: _____
LRHA Representative

TENANT(S)

Head of Household Sign: _____ Date signed: _____

Print: _____

Spouse or Co-Head Sign: _____ Date signed: _____

Print: _____

TENANT CERTIFICATION

By signing below, I certify that I have received a copy of the Lease and all attachments listed below, and I hereby declare that the facts given in my application for housing are true and correct. I understand that if these facts are not true, this Lease will be terminated and I will be required to vacate.

(Withholding and/or giving false information relative to the determination of eligibility, amount of rent, who shall occupy the Premises, or to make a false statement or misrepresentation to any representative of the Lynchburg Redevelopment and Housing Authority shall be considered an intent to defraud under Virginia Law and may be punishable with fines of up to \$10,000.00 and/or a prison term up to five (5) years).

Tenant

Date

Spouse or Co-Head

Date

Attachments:

By signing above, the Tenant acknowledges receipt of the following attachments and information:

Attachment:

1. House Rules
2. Move-In Inspection Form
3. Mold Addendum
4. Housekeeping Standards
5. Schedule of Maintenance Charges
6. Assistance Animals and Pets Policy
7. Grievance Procedure
8. Notice of Occupancy Rights under the Violence Against Women Act (Form HUD-5380) and VAWA Certification Form (Form HUD-5382)
9. Smoke-Free Policy
10. Bedbug Addendum
11. Disclosure of Information on Lead-Based Paint and/or Lead-Based Paint Hazards (Dearington and Birchwood only)
12. Protect Your Family from Lead in Your Homes
13. Notice of Non-Discrimination and Reasonable Accommodation
14. Notice of Community Service Requirement
15. Other: _____