

## DWELLING LEASE

**Abingdon Redevelopment and Housing Authority**  
 P.O. Box 248  
 Abingdon, VA 24210

# of Bedrooms:  
 Development No.: VA 32 – Kings Mountain  
 Housing Unit #:

Utilities	ARHA Furnished:	electric	natural gas	water	sewer
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The Abingdon Redevelopment and Housing Authority hereinafter referred to as ARHA, a public body politic, with the mailing address of P.O. Box 248, Abingdon, Virginia, 24210 represented by its Executive Director, leases to \_\_\_\_\_ (referred to as “Resident”): the dwelling unit located at \_\_\_\_\_ under the terms and conditions as stated below:

1. The premises leased are for the exclusive use and occupancy of Resident and Resident’s household who reside in the dwelling unit.

**RESIDENT’S HOUSEHOLD:**

	Name	Social Security Number	Relationship	Date of Birth
1				
2				
3				
4				
5				
6				
7				
8				
9				
10				

**A. INITIAL PERIOD OF LEASE AND RENEWAL**

The lease shall begin on **01/01/0000** and end on the same calendar day of the same month one (1) year hence. The Lease shall be automatically renewable for a successive term of one (1) year unless the community service requirement is not fulfilled or, unless terminated sooner by ARHA or Resident as hereinafter provided.

**B. RENT AND ADDITIONAL CHARGES**

The rent for the initial period (prorated for partial month) of this lease shall be an amount equal to the product of the number of days of actual occupancy multiplied by 1/30th of the monthly rent stipulated for the period beginning **3/19/2015** and ending at midnight **3/31/2015**. The monthly rental thereafter shall be a calculated income based rent/minimum rent or a market value flat rent, whichever the Resident chooses, or at such accordance with number 15-APPLICATION FOR CONTINUED OCCUPANCY of the Lease. Rent is due and collectable on the first (1st) day of each month and is delinquent if not paid by the close of business on the fifth (5th) day of each month, unless other arrangements are made with ARHA Management. If the family fails to pay their rent by the fifth day of the month, and ARHA has not agreed to accept payment at a later date, a 14 day Notice to Vacate will be issued to the resident for failure to pay rent, demanding payment in full or the surrender of the premises. In addition, if the resident fails to make payment by the end of office hours on the fifth day of the month, a late fee of \$10.00 will be charged. Charges are due and payable 14 calendar days after billing. Failure to pay charges other than rent when due shall be considered a serious violation of the terms and conditions of the lease. The ARHA reserves the privilege of waiving any or all finance charges.

**C. SECURITY DEPOSITS**

Resident agrees to pay a security deposit of \$100.00. This will be used at Lease termination toward partial or total reimbursement for the cost of repairing any intentional or negligent damages as to the aforementioned dwelling unit, ordinary wear and tear excepted, and any unpaid rent or applicable charges owed to ARHA by the Resident. If such deductions are made, ARHA will provide Resident with a written statement of any such charges for damages and/or other charges to be deducted from the security deposit. Payment of the security deposit due Resident will be refunded within thirty (30) days after Resident yields possession. The security deposit **shall not** be used to pay rent or other charges while Resident occupies the dwelling unit.

**2. UTILITIES AND SPECIAL SERVICE CHARGES**

A. Utilities consumed in excess of the authorized amounts provided in the Schedule of Utilities posted in the Management Office and available upon request will be charged to the Resident's account as an additional required payment.

B. Resident shall be responsible for securing utilities not supplied by Management and shall pay directly to the utility provide all deposits and charges necessary to secure and maintain **uninterrupted** service. Failure of Resident to furnish **uninterrupted** service because of non-payment of utilities or other reasons under Resident's control shall be considered a serious violation of the terms and conditions of this lease. If any utility is turned off or disconnected for any reason, service **must** be restored within five (5) days. If service is not restored in this time, the unit will be considered abandoned and subject to the terms of number 16. ABANDONMENT OF DWELLING UNIT AND PROPERTY of this lease.

1. Authority-Supplied Utilities: If indicated by a check in the box for ARHA furnished utilities on the first page of the Lease Agreement, the Authority will supply the indicated utility: electricity, natural gas, heating fuel, water, and sewer service. The Authority will not be liable for the failure supply utility service for any case whatsoever beyond its control.

The Authority will provide a cooking range and refrigerator in all units whether ARHA furnished or Resident paid utilities. Other major electrical appliances, air conditioners, freezers, extra refrigerators, washers, dryers, etc., may be installed and operated only with the written approval of the Authority.

2. Resident-Paid Utilities: If Resident resides in a development where the Authority does not supply electricity; an Allowance for Utilities shall be established. Appropriate for the size and type of dwelling unit for utilities. Resident pays directly to the utility supplier. The Total Tenant Payment less the Allowance for Utilities equals Resident Rent. If the Allowance for Utilities exceeds the Total Tenant Payment, the Authority will pay a Utility Reimbursement to the utility supplier or Resident each month.

The Authority may change the Allowance at any time during the term of the lease, and shall give Resident Sixty (60) days written notice of the revised Allowance along with any resultant changes in Resident Rent or Utility Reimbursement.

If the Resident's actual bill exceeds the Allowance for Utilities, Resident shall be responsible for paying the actual bill to supplier. If Resident's actual utility bill is LESS than the Allowance for Utilities, Resident shall receive the benefit of such saving.

3. Resident Responsibilities: Resident agrees not to waste the utilities provided by the Authority and to comply with any applicable law, regulation, or guideline of any governmental entity regulating utilities or fuels.

Resident also agrees to abide by any local ordinance or House rules restricting or prohibiting the use of space heaters in multi-dwelling units.

- C. Resident shall be charged for damages resulting from his/her failure to maintain sufficient heat or to notify Management, unless for any cause beyond his/her control.

### **3. Occupancy**

A. The Resident shall have the right to exclusive use and occupancy of the leased premises. A resident family must notify the PHA when overnight guests will be staying in the unit for more than 3 days. A guest can remain in the unit no longer than 14 consecutive days or a total of 30 cumulative calendar days during any 12 month period.

#### **B. ABILITY TO LIVE INDEPENDENTLY**

If during the term of lease, the resident, for reasons of physical or mental impairment is no longer able to:

1. Maintain the apartment in a clean and safe living condition.
2. Care for his/her physical needs
3. Is disruptive, abusive, or otherwise interferes with the quiet enjoyment of other residents
4. Cannot make or refuses arrangements for someone to aid him/her in maintain the apartment in a clean and safe living condition, and caring for his/her physical needs

The ARHA will refer the Resident or designated third party to the appropriate Social Agency in an effort to find more suitable housing, if no family members are willing to assist resident.

C. Any additions to the household members, including Live-In-Aides and foster children, but excluding natural births, require the advance written approval of the Authority. Such approval will be granted only if the new family members pass the Authority's screening criteria and a unit of appropriate size is available. Permission to add Live-In-Aides and foster children will not be reasonably refused.

D. Resident agrees to wait for Authority's approval before allowing additional persons to move into the premises. Failure on the part of the resident to comply with this provision is a serious violation of the material terms of the lease for which the Authority may terminate the lease.

E. Deletions for any reasons from the household members named on the lease shall be reported by resident to the Authority in writing, within ten (10) days of the occurrence.

F. A care attendant would not be listed on the lease and could not become a remaining family member for continued occupancy purposes. The income of a care attendant would not be counted in determining the family's income.

G. The lease will **NOT** be revised to permit a change of family size resulting from a request to allow adult children to move back into the apartment unless it is determined that the move is essential for the mental or physical health of the Resident **AND** it does not disqualify the family for the size apartment it is currently occupying.

#### **4. RESPONSIBILITIES OF ARHA**

A. Maintain in good and safe working order and condition: electrical, plumbing, sanitary, heating, ventilating and other facilities and appliances supplied or required to be supplied by ARHA

B. Make necessary repairs to the premises.

C. Maintain buildings, facilities and common areas, not otherwise assigned to the Resident or Maintenance Department and maintain these facilities, in a clean, safe, sanitary condition.

D. Provide and maintain appropriate receptacles and facilities, except those assigned to a specific Resident for the deposit of garbage, or rubbish removed from the premises by the Resident.

E. Maintain in common areas: facilities and equipment, grounds, lawns and shrubs.

F. Maintain all lawns in developments. If lawn is littered with debris, resident may be assessed a \$15.00 fee.

G. Respond to calls by the Resident for applicable maintenance services.

#### **H. OTHER SERVICES**

1. *Exterminations:* ARHA may provide extermination services on a regularly scheduled basis in the communities or as conditions may require.

2. *Consultation:* ARHA may provide instructions to those Residents, who desire installation, repair or to maintain items that will not permanently or partially deface or destroy the integrity of the dwelling unit. Written permission shall be secured by Resident from ARHA.

## 5. RESIDENT OBLIGATIONS

A default on the part of Resident shall exist and be grounds for eviction if Resident fails to meet and/or perform any of the specified duties and obligations set forth in this Lease. Grounds for eviction shall include, but not be limited to the following:

- A. Failure to abide by necessary and reasonable regulations as promulgated by ARHA for the benefit and well-being of the community and Residents that shall be posted in the Management Office and incorporated by reference into the Lease.
- B. Non-payment of legal obligations, including rent, maintenance charges, court case costs, lock-out fees, utility cost where applicable, return check charges. (A charge of \$15.00 will be added for any check returned by the bank for any reason.)
- C. Continuous arrearage in payment of rent and/or other legal obligations.
- D. Malicious or willful destruction of property by Resident, Resident's household members and guests.
- E. Intentional falsification of initial application and/or application for continued occupancy.
- F. Flagrant and/or repeated disregard for other Residents' rights;
  - 1. Resident shall not disturb or permit the disturbance of others by the use of musical instruments, unseemly noises or any interference whatsoever.
  - 2. Nothing shall be placed or permitted upon the outside windowsills, or thrown or suspended from windows, balconies or railings of the building.
  - 3. Resident shall agree not to keep pets unless prior written approval is given by ARHA in accordance with ARHA's Pet Policy, which is posted in the Management Office and incorporated herein by reference. **No visiting pets allowed.**
- G. Failure to promptly and accurately report to ARHA changes in total family income and family size of persons residing in the assigned dwelling unit. **Any change of income must be reported within 10 days of change.**
  - 1. Any person, other than Residents' newborn child, must be pre-approved before they can reside in the dwelling unit. Newborn children must be reported within 7 days. Non approved move-ins will be considered a serious violation of the terms and conditions of this lease.
  - 2. Out of town guests may stay a maximum of two (2) weeks without ARHA approval. Local guests are limited to occasional overnight stays.

- H. Any illegal conduct or actions detrimental to the community or Residents by Resident, his/her guest or household members.
- I. Residents shall neither place nor permit to be placed any signs, advertisements or notices in or upon any part of the building or grounds except on the approval of the ARHA. All others may be removed by the ARHA at the expense of Resident.
- J. Repeated violations of parking illegally or possession of “junk vehicles”;
  - 1. Resident and members of his household, visitors and guests shall use the designated parking areas.
  - 2. Parking on any lawn area within the development site is not permitted, including motorcycles.
  - 3. Motorcycles are not to be driven within the development except for travel to and from the development.
  - 4. Loud mufflers, large trucks or other objectionable vehicles shall not be driven or parked in the parking areas.
  - 5. Resident’s and Resident’s guest’s motorized vehicles must be properly tagged and licensed and shall be in running condition with fully inflated tires.
  - 6. Resident agrees not to perform any maintenance activities on any vehicle in the development.
  - 7. Resident agrees to pay towing charges for parked motorized vehicles and vehicles that are not in a running condition as outlined in Section 4, Part J above.
- K. Resident shall keep the premises and such other area as may be assigned to him/her for his/her exclusive use in a clean and safe condition. Resident, household members and guests are responsible for their own safety with respect to accumulations of snow, ice, water and other weather related conditions. While ARHA will make an effort to remove or treat excessive accumulations or walkways, of which it has actual notice and time. ARHA will not be liable for injury or damages caused by such conditions on ARHA property. This shall include the following maintenance of the premises at reasonable periods and seasons, as well as, on grounds adjacent to the dwelling unit, where appropriate.
  - 1. Housekeeping Standards: Inside the Housing Unit

**General**

- a. Walls: Should be clean, clear, dry and free of hazards.

- b. Floors: Should be clean, clear, dry and free of hazards.
- c. Ceilings: Should be clean and free of cobwebs.
- d. Windows: Should be clean and not nailed shut. Curtains, shades or blinds should be intact.
- e. Woodwork: Should be clean, free from dust, gouges, or scratches.
- f. Doors: Should be clean, free of grease and fingerprints. Doorstops should be present. Locks should work.
- g. Heating units: Should be dusted and access uncluttered.
- h. Trash: Shall be disposed of properly and not left in the unit.
- i. Entire unit should be free of rodent or insect infestation.
- j. Electrical breaker box: Should have clear access at all times. Do not hang pictures, etc. over cover.

### **Kitchen**

- a. Stove: Should be clean and free of food and grease.
- b. Refrigerator: Should be clean. Freezer door should close properly and freezer have no more than one inch of ice.
- c. Cabinets: Should be clean and neat. Cabinet surfaces and countertops should be free of grease and spilled food. Cabinets should not be overloaded. Storage under the sink should be limited to small or lightweight items to permit access for repairs. Heavy pots and pans should not be stored under the sink.
- d. Sink: Should be clean, free of grease and garbage. Dirty dishes should be washed and put away in a timely manner.
- e. Food storage areas: Should be neat and clean with spilled food.
- f. Trash/garbage: Should be stored in a covered container until removed to the disposal area.

### **Bathroom**

- a. Toilet and tank: Should be clean and odor free.



- b. Tub and shower: Should be clean and free of excessive mildew and mold.
- c. Lavatory: Should be clean
- d. Exhaust fans: Should be free of dust.
- e. Floor: Should be clean and dry.

### **Storage Areas**

- a. Linen closet: Should be neat and clean.
- b. Other closets: Should be neat and clean. No highly flammable materials should be stored in the unit.
- c. Other storage areas: Should be clean, neat and free of hazards.

### **2. Housekeeping Standards: Outside the Housing Unit**

The following standards apply to family and scattered site development only; some standards apply only when the area noted is for the exclusive use of Resident:

- a. Yards: Should be free of debris, trash, and cars. If lawn is littered with debris when Maintenance mows, resident may be assessed a \$15.00 fee.
- b. Exterior walls should be free of graffiti.
- c. Porches (front and rear): Should be clean and free of hazards. Any items stored on the porch shall not impede access to the unit. Only furniture designed for outside use is to be kept on porches or in yards. **No overstuffed furniture.**
- d. Steps (front and rear): Should be clean and free of hazards.
- e. Sidewalks: Should be clean and free of hazards.
- f. Storm Doors: Should be clean with glass or screens intact.
- g. Parking Lot: Should be free of abandoned or inoperable cars. There should be no car, boat, mower, etc. repairs in the lots.
- h. Hallways: Should be clean and free of hazards.
- i. Stairwells: Should be clean and uncluttered.

j. Laundry areas: Should be clean and neat. Remove lint from dryers after use. Do not leave clothes in washers and dryers after each use. Remove as soon as finished so the next person can use them.

k. Utility room: Should be free of debris, motor vehicle parts, and flammable materials.

3. Resident agrees no to store gasoline or any flammable or explosive substances, not including matches, inside the dwelling unit, on any porch of the dwelling unit or in any building auxiliary to the dwelling unit. Storage of any flammable or explosive substance by Resident or guests will be considered a serious violation of the terms and conditions of this lease.

4. Resident agrees to immediately and personally report to the ARHA all unsafe conditions which are known to or observed by the Resident, either in common areas of the public housing premises or in the dwelling unit or premises leased by the Resident.

L. Failure to comply with all obligations imposed upon Resident by applicable building and housing codes materially affecting health and safety.

M. Failure to use only in reasonable manner all electrical, plumbing, sanitary, heating, ventilating, air conditioning and other facilities and appurtenances:

1. Sweepings, rubbish, sanitary items or other foreign substances shall not be thrown into toilet bowls. Any damage resulting from a violation shall be charged to Resident.

2. Residents and/or children or visiting children shall not be permitted to loiter in halls, driveways, or parking areas.

N. Failure to refrain from, or to cause Resident household members and guests from refraining from destroying, defacing, damaging or removing any part of the premises or community.

1. Additional locks shall not be placed upon any doors or windows without the approval of the ARHA Management.

2. Nails or pushpins may be used in hanging pictures. Tape is not permitted. Hanging of heavy objects such as mirrors should be discussed with the ARHA.

3. Swimming pools or any other miscellaneous structures shall not be constructed on any of the ARHA property. Only hard plastic, moveable kiddie pools and sand boxes are allowed.

4. Trees, shrubs, flowers or gardens shall not be planted on ARHA property without the written consent from the Management Office.
5. Fences shall not be constructed or placed on any of the ARHA property without the written consent from the Management Office.
6. Wall paper, contact paper or wall paneling shall not be applied to the walls.
7. No painting or varnishing shall be done by Resident or any person other than ARHA personnel.
8. Neither resident nor any person other than ARHA personnel shall perform any maintenance. Report any and all repairs needed to Management Office.
9. Move-ins and move-outs must be scheduled with ARHA management.
10. Resident, before leaving the unit, shall see that doors and windows are closed, thus avoiding possible damage. Any damage resulting from a violation shall be charged to Resident.

O. Resident agrees that Resident, any member of the household, guests, or any other person under the Resident's control, shall not engage in:

1. Any criminal activity on or off ARHA premises, regardless of location, that threatens the health, safety or right of peaceful enjoyment of ARHA premises by other Residents or ARHA employees;
2. Any drug-related criminal activity on or off ARHA premises regardless of location; or
3. Alcohol abuse that the ARHA determines interferes with the health, safety or right to peaceful enjoyment of the premises by other Residents.

For the purpose of this section, criminal activity that threatens the health, safety or right to peaceful enjoyment of the premises by other Residents or ARHA employees shall include but not be limited to the following:

1. Physical assault or the threat of physical assault to any person whatsoever.
2. Verbal abuse to any person whatsoever.
3. Illegal use of a firearm or other weapon or the threat to use a firearm or other weapon.
4. Sexual Molestation, debauchery of a minor, prostitution, and other similar related sexual misconduct.

5. Should you be the victim of a criminal act, you must make a police report.
6. Resident who is head of household or named on the dwelling lease who is a victim of domestic violence, dating violence or stalking may remain a resident if they otherwise qualify for assistance or admission and have certification from a credible third party that they are a victim of domestic violence, dating violence or stalking and they adhere to all other lease requirements.

For the purpose of this section, drug related criminal activity means the following:

Illegal manufacture, sale, distribution, use, or possession with intent to manufacture, sell, distribute, or use, of a controlled substance, or substances commonly known as, but not limited to, cocaine, heroin, marijuana, methamphetamine and opium, and further defined as in the Controlled Substances Act (21 U.S.C. 802) unless such controlled substance or substances were obtained directly pursuant to a valid prescription or order.

Compliance with this section is a material condition of this Lease for continued occupancy of the premises by Resident, household members and guests and any breach of this section by Resident, household members or guests shall be cause for termination of this Lease. If ARHA believes, in good faith, that a breach of this section has occurred, it may terminate tenancy without regard to the following:

1. Whether or not any person, whose conduct is at issue, has been arrested, charged, or convicted by law; or
2. Whether or not Resident had knowledge, in fact, of criminal activity engaged in by a member of Resident's household or of any guest or invitee of Resident or of a member of Resident's household, unless Resident agrees in writing to remove such person's name from the lease and to refuse to allow such person on the premises.

For the purposes of this section, it shall be conclusively presumed that a breach hereof constitutes a serious and clear danger to the health or safety of other Residents or ARHA employees. Notwithstanding the foregoing, however, it shall be ARHA's duty, in any eviction proceeding, to prove that a breach of this covenant has occurred.

- P. Resident agrees not to allow any individual that has been barred or banned from the ARHA's property to be on any property under Resident's responsibility.
- Q. Resident and Resident's guest will not display, discharge or threaten to display or discharge a firearm of any type, including "B-B" guns, on Housing Authority property. Displaying, discharging or threatening to display or discharge a firearm

will be considered a serious violation of the terms and conditions of this lease. When transporting a firearm to and from the dwelling unit, firearm must be enclosed in a carrying case.

- R. Resident and Resident's guest further agree not to display, use or threaten to use a knife, club, or any other weapon against any person on Housing Authority property. Nor will they verbally abuse any person on ARHA property. The display, use of, or threat to use a knife, club, or any other weapon against any person on Housing Authority property will be considered a serious violation of the terms and conditions of this Lease.
- S. Each adult Resident, whom is not considered exempt per section 512 of the QHWRA shall contribute eight (8) hours per month or participate in a self-sufficiency program for eight (8) hours a month.

## **6. CONDITION OF PREMISES**

Resident accepts premises and agrees that the fixtures, equipment, and appliances are in good condition and in operable order on the date of the Resident's first occupancy, by affixing his/her signature on the move-in inspection form. Resident agrees to keep all fixtures, equipment, and appliances as provided in working order; to make no alteration, commit no waste, to repay ARHA the cost of repairs made to premises by ARHA at termination of Lease to restore unit to the same condition as when first occupied, reasonable wear and tear excepted.

## **7. ASSIGNMENT OR SUBLETTING**

Resident shall not allow anyone to share said premises, keep roomers or boarders, nor assign or permit premises to be used for any other purposes, sublet or transfer said premises or any part thereof, without getting prior written consent from the ARHA. Resident shall use the premises as a private dwelling only for Resident or Resident's household members as identified in this lease, or with the consent of management, care of foster children and live-in care of a member of the Resident's family.

## **8. DAMAGE AND REPAIR**

In the event that the premises are damaged to the extent that conditions are created which are hazardous to life, health, or safety of the occupants, then the following rules shall apply:

A. Resident shall immediately notify ARHA of the damage.

B. ARHA shall be responsible for repair of damage within a reasonable time; however, provided that the damage was caused by the Resident or Resident's household or guests, the reasonable cost of the repairs shall be charged to Resident. Charges assessed to

Resident under this Section shall not become due and collectible as outlined in Section 1, paragraph B.

C. ARHA shall offer standard alternative accommodations, if available, in circumstances where necessary repairs cannot be made within a reasonable time.

D. The rent of Resident shall be abated in proportion to the seriousness of the damage and loss in value as a dwelling in the event repairs are not made in accordance with subparagraph (B) of this Section or alternative accommodations are not provided in accordance with subparagraph © of this Section, except that no abatement of rent shall occur if the Resident rejects the alternative accommodations or if the damage was caused by Resident or Resident's household or guests.

## **10. VACATING PREMISES**

Resident shall notify ARHA, in writing, thirty (30) days in advance of his/her intention to vacate the assigned dwelling and return the unit in as good a condition as when first accepted. Resident shall yield immediate possession and return to the Management Office all keys (entrance door keys, mailbox keys, etc.) upon termination of this Lease. ARHA shall provide Resident an itemized statement of account of the vacated unit within a period not to exceed thirty (30) days, providing Resident provides ARHA with a forwarding address. ARHA reserves the right to pursue collection of any monies owed by Resident to ARHA upon move-out, through court action or by action deemed necessary. **If Resident does not give the ARHA a thirty (30) day written notice to vacate, Resident will forfeit their security deposit.**

## **11. HOLDING OVER**

Resident shall promptly vacate the dwelling unit and remove all of Resident's goods and property therefrom after expiration of this lease, whether such termination occurs by lapse of time or other-wise. Any holding over or occupancy of the dwelling unit by Resident after the expiration of this lease without the express consent of the Management shall create a tenancy at sufferance and not a Resident at will. There shall be no renewal whatsoever of this lease by operation of law.

## **12. ENTRY OF PREMISES DURING TENANCY**

Management shall, upon reasonable advance notification to the Resident, be permitted to enter the dwelling unit during reasonable hours for the purpose of performing routine inspections and maintenance, for making improvements or repairs, or to show the premises for re-leasing. A written statement specifying the purpose of the management entry delivered to the premises at least one (1) day before such entry shall be considered reasonable advance notification. Resident shall notify ARHA of any needed repairs in accordance with the established maintenance procedures of ARHA. Such notice(s) shall be deemed an authorization by Resident for ARHA to enter said premises, with a passkey, to make necessary repairs. If ARHA has reason to believe that an emergency

exists, ARHA can enter the premises at any time without advance notification or Resident's consent, providing a written statement specifying the date, time, and purpose of re-entry is left on the premises in a visible place prior to ARHA leaving the premises, if Resident and all adult members of the household are absent.

### **13. INSPECTIONS**

In addition to all other inspections required or permitted by the Lease, ARHA shall be obligated to inspect the premises prior to initial occupancy by Resident. ARHA will furnish Resident with a written statement of the condition of the premises, the dwelling unit, and the equipment provided with the unit. The statement shall be signed by both parties and a copy of the statement shall be retained by ARHA as part of Resident's permanent file. All dwelling units and the equipment provided by ARHA may be inspected on an annual basis or more often if it appears that conditions exist that are detrimental to the integrity of the premises, or if they impair the social environment of the community. Resident's refusal to permit access for inspection is grounds for eviction. Resident shall be given a two (2) day advance notice in writing, specifying purpose, date and approximate time of the inspection. When Resident vacates, management will inspect the dwelling unit and give Resident a written statement of the charges, if any, for which Resident is responsible. Resident and/or his/her representative may join such inspection, unless Resident vacates without notice to management.

### **14. QUIET ENJOYMENT**

Resident having performed under the terms and regulations as set forth in this Lease – paying the rents and accompanying charges, executing all covenants and promises – will enjoy peaceful and quiet occupancy of the premises during the term hereof without any hindrance, harassment, molestation or eviction by ARHA or any of the ARHA's representatives or agents.

### **15. APPLICATION FOR CONTINUED OCCUPANCY**

A. Once each year, as requested by ARHA, the eligibility status and family income of each Resident residing in the household shall be re-examined. If the head of household, spouse, or sole applicant is sixty-two (62) years of age or older, or handicapped or disabled, the re-examination shall take place as with family households, according to the following procedures:

1. *Application:* Upon written notification from ARHA, ARHA shall require a written application for continued occupancy to be signed by one or both heads of household attesting to the accuracy of the information provided by the Resident to ARHA. Resident must promptly and accurately report to the Management Office, in person, within ten (10) days, and changes in the source of total family income or family status during the interim period of each annual re-examination, Resident agrees to furnish in adequate detail all information and data necessary to enable ARHA to determine:

- a. Rent to be charged;
  - b. Size of the dwelling unit required;
  - c. Retroactive rental charges if applicable;
  - d. A transfer to an appropriate size or type of dwelling unit upon appropriate notice by ARHA that a unit is available; and/or
  - e. The Resident's exclusive use of lease premises which shall include reasonable accommodation of Resident's guests and visitors with consent of ARHA which will include foster children or live-in care for a member of the Resident's household.
2. *Verification:* ARHA shall verify all information on the application by methods necessary to assure ARHA that the information is complete and true at the time of re-examination.
  3. *Certification:* As part of application for continued occupancy, ARHA shall duly certify to the Department of Housing and Urban Development that an investigation has been made of Resident(s) and that on the basis of this investigation it has been determined by ARHA that Resident(s) is/are eligible or ineligible for continued occupancy.
  4. *Compliance:* Each adult member of the household, who has been determined eligible to perform eight (8) hours per month community service or participate in a self-sufficiency program, shall provide documentation to that effect.
  5. *Non-compliance:* If Resident(s) fails to provide the information on the date and time prescribed in the aforementioned written notice from ARHA, to enable ARHA to determine eligibility and rental payments, ARHA shall serve a thirty (30) day notice to vacate the premises because Resident has failed to provide information or reschedule a re-examination date. ARHA reserves the right to initiate eviction proceedings against Resident.
  6. *Community Service Requirement:* If a Resident has not complied with the community service requirement, the ARHA shall notify the Resident that their lease will not be renewed unless they enter into an agreement to cure the deficiency.
- B. Determination will be made of monthly rental to be charged, eligibility and appropriateness of dwelling size in accordance with the approved Admission Policy posted in the Management Office.
1. Rent as fixed in Section 1B hereof adjusted pursuant to the above will remain in effect until:



- a. Source of income changes;
  - b. Family status changes due to divorce, death, marriage, birth of additional children, assumption of legal custody of any minor children, or any person(s) who, with the consent of ARHA, is added to the Lease as a member of the household;
  - c. Resident changes from public assistance to employment or from public assistance, both of which must be reported within ten (10) working days of the application; and/or
  - d. If it is found that Resident has misrepresented to ARHA the facts (upon which rental payments are based) so that the rents being charged are less than what should have been charged, ARHA can either terminate the Lease immediately and bring criminal charges against Resident or the increased rental payment shall be made retroactive to the date of income and/or family status change.
2. In the event of any rent adjustment pursuant to the above, ARHA will mail or deliver a notice of Rent Adjustment to the Resident in accordance with Section 18 hereof:
- a. Rent adjustments, which are a result of an annual re-examination, will become effective on a pre-determined date;
  - b. Rent adjustments as a result of an interim review;
    - (i) Rent decreases will become effective the first (1<sup>st</sup>) day of the month after the re-examination was completed; and
    - (ii) Rent increases will become effective the first (1<sup>st</sup>) day of the second (2<sup>nd</sup>) month after the re-examination was completed.
3. If ARHA determines the size of the assigned dwelling unit is no longer adequate for the Resident's needs, ARHA may amend the Lease by notifying Resident that he may be required to move to another unit, giving Resident reasonable time to move. Moving time shall be mutually agreed upon by the Resident and the ARHA. If Resident does not agree with the determination, Resident shall have the right to request a hearing.

## **16. ABANDONMENT OF DWELLING UNIT AND PROPERTY**

In the event Resident removes or attempts to remove any goods or property from the dwelling unit other than in the ordinary and usual course of continuing occupancy, the dwelling unit may, at the option of Management, be considered abandoned. In such event, Management shall have the right, provided five (5) days written notice is mailed to

the Resident's last known address, and posted on the front door of the dwelling unit, to store or otherwise dispose of any property left on or about the dwelling unit by Resident following or pursuant to such abandonment. Management shall also be entitled to store or dispose of any property remaining on or about the dwelling unit after the termination of this lease and any renewal thereof. Any property left on or about the dwelling unit shall be considered abandoned. Per Section 2B of this Lease, dwelling unit shall be considered abandoned if any utility is disconnected by the tenant or by the provider for non-payment, if no restored within five (5) days.

## **17. TERMINATION OF LEASE**

The ARHA shall terminate this lease for serious or repeated violations of the material terms of this lease which include, but are not limited to, failure to make payments due under this Lease, failure to fulfill the Resident Obligations set forth in Section 5, drug-related and other criminal activities or alcohol abuse, or other good cause;

A. In the event that ARHA terminates this Lease, Resident shall be given a Notice of Termination as set forth below:

1. Fourteen (14) days prior to the termination date in cases of failure to pay rent;
2. Three (3) days prior to the termination date in cases of engaging in criminal activity including drug-related criminal activity. The ARHA has a "one strike" or "zero tolerance" policy with respect to violations of lease terms regarding drug-related and other criminal activities;
3. Thirty (30) days in all other cases;
4. In deciding to evict for criminal activity, ARHA shall have discretion to consider all of the circumstances of the case, including seriousness of the offense, the extent of participation by family members, and the effects that the eviction would have on family members not involved in the proscribed activity. In appropriate cases, ARHA may permit continued occupancy by remaining family members and may impose a condition that family members who engaged in the proscribed activity will not reside in the unit. ARHA may also require a family member who has engaged in the illegal use of drugs to present evidence of successful completion of a treatment program as a condition to being allowed to reside in the unit.

In 1 and 3 above, the Notice of Termination shall state, in addition to all other legal requirements, the reason(s) for the termination, the right of Resident to make a reply, the right of the Resident to a hearing in accordance with the ARHA grievance procedures, and the right of Resident to examine documents directly relevant to the termination or eviction;

In 2 above, the Notice of Termination shall state, in addition to all other legal requirements, the reason(s) for the termination and the right of Resident to examine

documents directly relevant to the termination or eviction, and shall contain the following language printed or written in conspicuous manner:

“You are being asked to leave the premises. If you do not leave, an eviction action may be initiated against you. If you are in doubt regarding your legal rights and obligations as a Resident, it is recommended that you seek legal assistance.”

## **18. LEGAL NOTICES**

Any notices required by the Lease, by law, or otherwise, shall be in writing and shall be delivered in person to the Resident or to any member in the household who is thirteen (13) years of age or older, or by certified mail, return receipt requested, or by leaving it at the premises from which Resident is sought to be evicted. Notice to ARHA from Resident must be in writing and delivered to the Management Office in person or by first class mail. If Resident is visually impaired, any legal notices will be delivered in an accessible format.

## **19. ACCOMMODATION OF PERSONS WITH DISABILITIES**

For all aspects of the lease and grievance procedures, a handicapped person shall be provided reasonable accommodations to the extent necessary to provide the handicapped person with an opportunity to use and occupy the dwelling unit equal to a non-handicapped person.

ARHA shall provide a notice to each Resident that Resident may, at any time during the tenancy, request reasonable accommodation of a handicap of a household member, including reasonable accommodations so that the Resident can meet lease requirements or other requirements of tenancy.

When offering an accessible unit to a non-disabled applicant, the PHA will require the applicant to agree to move to an available non-accessible unit within 30 days when either a current resident or an applicant needs the features of the unit and there is another unit available for the non-disabled family.

## **20. CHANGES TO LEASE**

This Lease, along with any future adjustments of rent, reassignment of dwelling unit(s) is evidence that ARHA and Resident have entered into an agreement that states the responsibilities of both parties to each other, to other Residents and to dwelling units and premises.

## **21. ALTERNATIVE HOUSING ACCOMMODATIONS**

Resident agrees not to have alternative housing or reside out of the dwelling unit for more than sixty (60) days unless prior written approval is received from Management. If

Resident resides out of the dwelling unit for more than sixty (60) days, Management will assume the dwelling unit to be abandoned and take possession in accordance with number 16. ABANDONMENT OF DWELLING UNIT AND PROPERTY of this lease.

**22. GRIEVANCE PROCEDURE**

All grievances or appeals arising under this Lease shall be processed and resolved pursuant to the Grievance Procedure of ARHA which is in effect at the time such grievance or appeal arises, which procedure is posted in the Management Office and incorporated herein by reference.

Except

An action initiated by ARHA for eviction of Resident is not subject to its Grievance Procedure. In case of eviction, affected Residents are afforded all the elements of due process by Virginia State law and may seek redress in the Commonwealth of Virginia Courts.

**23. COURT COST AND ATTORNEY FEE**

If it becomes necessary for ARHA to employ an attorney and bring court proceedings against Resident to collect any rent and other charges agreed to be paid, or to enforce the provision of this lease, or to evict Resident from the premises, and if judgment is entered against Resident in favor of ARHA in such proceedings, Resident shall be obliged to pay all court cost and reasonable attorney's fee. If judgment is entered against ARHA in favor of Resident in such proceedings, ARHA shall be obliged to pay all court cost and reasonable attorney's fee.

I, the undersigned, do hereby acknowledge that I have read this agreement and that I fully and completely understand the provisions contained herein. Further, I agree to abide by these regulations as stated. I also acknowledge the Grievance Procedure as being posted in the ARHA Management Office and I fully understand its contents. If, for any reason, eviction action, or a matter of grievance arises, or if I have any questions concerning my legal rights or status, I should contact an attorney. (If you cannot afford an attorney, you should contact the Legal Aid.)

IN WITNESS WHEREOF, the parties have executed this Lease Agreement this \_\_\_\_\_ day of \_\_\_\_\_ 20\_\_\_\_\_ at Abingdon, Commonwealth of Virginia.

I HAVE RECEIVED A COPY OF THIS LEASE 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 OR GIVING FALSE INFORMATION RELATIVE TO THE DETERMINATION OF ELIGIBILITY, AMOUNT OF RENT OR WHO WILL OCCUPY THE

PREMISES, OR TO MAKE A FALSE STATEMENT OR REPRESENTATION TO ANY REPRESENTATIVE OF THE ABINGDON REDEVELOPMENT AND HOUSING AUTHORITY WILL BE CONSIDERED AN INTENT TO DEFRAUD UNDER VIRGINIA LAW AND MAY BE PUNISHABLE WITH FINES UP TO \$1,000.00 AND/OR A PRISON TERM UP TO ONE (1) YEAR.

\_\_\_\_\_  
Resident

\_\_\_\_\_  
Resident

By \_\_\_\_\_  
**Executive Director**  
**Abingdon Redevelopment and Housing Authority**