

**PORTSMOUTH REDEVELOPMENT AND HOUSING AUTHORITY
PUBLIC HOUSING LEASE**

1. PARTIES TO THE LEASE

This Lease, made this _____ day of _____, 20____, by and between the **PORTSMOUTH REDEVELOPMENT AND HOUSING AUTHORITY**, a political subdivision of the Commonwealth of Virginia, located at 3116 South Street, Portsmouth, Virginia 23707 (hereinafter called "Landlord" or "PRHA"), and _____, (hereinafter called the "Resident").

WITNESSETH THAT:

The Landlord, relying upon the representations by Resident as to Resident's household composition, employment status, and the income of Resident, and in consideration of the rental hereby reserved, does hereby lease to the Resident, and Resident does hereby rent from Landlord, upon the terms of this ("Lease"), Unit No. _____, (hereinafter called the "Unit"), located at _____ (hereinafter called the "Premises"), situated in the City of Portsmouth, Virginia, upon the following terms and conditions set for herein.

The Unit is leased solely for the exclusive use of the Resident and the authorized members of Resident's household consisting of the following named persons who may occupy the Premises:

Name: _____ Date of Birth: _____

Name: _____ Date of Birth: _____

Name: _____ Date of Birth: _____

Name: _____ Date of Birth: _____

Name: _____ Date of Birth: _____

Name: _____ Date of Birth: _____

2. LEASE TERM

This Lease shall commence on, _____ and shall continue until, _____, and for the term of twelve (12) months thereafter provided that in the absence of a notice to terminate as provided in Section 12 herein, this Lease will automatically be renewed for successive terms of twelve (12) months upon, (i) payment each month by Resident of the rental as specified or as adjusted by a further endorsement at the end of this Lease in accordance with the provisions of Section 3 hereof, (ii) upon compliance by Resident with the terms and conditions of this Lease and applicable statutes, rules and regulations, (iii) if the family is in compliance with the community service or participation in an economic self-sufficiency program in accordance with federal laws, regulations and Landlord's Admissions and Continued Occupancy Policy, and (iv) unless earlier terminated by Resident or Landlord pursuant to Section 13 herein.

3. RENTAL PAYMENTS, LATE CHARGES AND SECURITY DEPOSITS

A. Rent: Initial rent (prorated for partial month) for the period beginning _____ and ending at midnight _____ shall be \$ _____. Thereafter, monthly rent in the amount of, \$ _____ shall be due and payable in full on the first day of each month thereafter upon execution of this Lease. Rent shall be deemed to be paid when received at 3116 South Street, Portsmouth, Virginia 23707, or at such other place as Landlord may from time to time designate in writing to Resident. In the event a monthly payment is received after 5:00 p.m. on the **5th** day of the month, Resident agrees to pay as an additional charge or late fee the sum of Thirty-Five (\$35.00) Dollars, or Ten (10%) percent of the monthly rent, whichever is greater. No personal checks will be accepted after 5:00 p.m. on the **5th** of the month. If Landlord's offices are closed for any reason, the due date will extend to 5:00 p.m. on the next business day.

Resident further agrees to pay in addition to a late fee, a fee for all checks returned for insufficient funds of Thirty-Five Dollars (\$35.00) or the amount charged by the financial institution for its customary returned check fee, whichever is greater, for each check returned to Landlord for non-sufficient funds. If two (2) returned checks are received within a twelve (12) consecutive month period, Resident may be required to make all payments by Money Order or Cashier's Check. Resident shall have fourteen (14) days from the date of notice that late fees or returned check fees have been assessed to pay the late fee or the returned check fee. Late fees and returned check fees not paid within the fourteen (14) day notice to resident will be considered a material violation of the Lease. The charges discussed in this section are in addition to the regular rent payable by Resident.

All rental payments will be first applied to all past due balances and then to current rental payment due. No cash shall be accepted. All checks shall be made payable to the Portsmouth Redevelopment and Housing Authority.

Landlord will accept payments, which are late, with reservation. Acceptance of rental payment will not constitute a waiver of legal action or lease termination.

B. Security Deposits: Resident agrees to pay the Landlord, upon occupancy, the sum of \$_____, which shall be 30% of Monthly Adjusted Income or a minimum of \$_____, whichever is greater and which shall be held as a security deposit by Landlord for the faithful performance by Resident of all terms of this Lease. Such deposit shall be used at the termination of this Lease toward reimbursement of the cost of repairing any damage to the Unit or Landlord's equipment therein, caused by Resident, the Resident's household, dependents, or guests, and any rent and charges owed by Resident. Resident will be paid interest on this deposit in accordance with the Virginia Residential Landlord and Tenant Act, a copy of which is posted on the bulletin board at 3116 South Street, Portsmouth, VA 23707, or at each Property Management Office, commencing upon receipt of the deposit which will be credited to the Resident's account at the termination of this Lease. In those instances, in which the security deposit is an amount insufficient to cover charges, which must be paid by Resident, accrued interest will be utilized to help defray costs. Any portion of the security deposit, including accrued interest, which is not required for rent or charges, as stated above, shall be refunded to Resident after Resident vacates the Unit. An itemized statement of any deductions made against the security deposit and interest will be mailed to the Resident at the forwarding address furnished by Resident, together with a check for any unexpended balance no later than forty-five (45) days after Resident vacates the Unit in accordance with the Virginia Residential Landlord and Tenant Act, VA. Code Section 55-248.15:1.

At the sole discretion of the Landlord, Resident may be allowed to pay one-half (1/2) of the aforementioned security deposit of \$_____ at Lease signing and the balance in two (2) equal payments of \$ _____ within sixty (60) days of Resident's move into the Unit. Failure to pay the security deposit in full within said sixty (60) days shall be grounds for termination of this Lease.

C. Resident shall be obligated to pay all costs, including reasonable attorney's fees, incurred by Landlord to collect charges due Landlord or to enforce the terms and conditions of this Lease as ordered by a court of competent jurisdiction.

4. UTILITIES

A. Utilities shall be the responsibility of the party indicated below:

	<u>ELECTRIC</u>	<u>GAS</u>	<u>PAID BY</u>
HEATING	<input type="checkbox"/>	<input type="checkbox"/>	Resident <input type="checkbox"/> Landlord <input type="checkbox"/>
COOKING	<input type="checkbox"/>	<input type="checkbox"/>	Resident <input type="checkbox"/> Landlord <input type="checkbox"/>
WATER HEATING	<input type="checkbox"/>	<input type="checkbox"/>	Resident <input type="checkbox"/> Landlord <input type="checkbox"/>
WATER	<input type="checkbox"/>	<input type="checkbox"/>	Resident <input type="checkbox"/> Landlord <input type="checkbox"/>
OTHER ELECTRIC	<input type="checkbox"/>	<input type="checkbox"/>	Resident <input type="checkbox"/> Landlord <input type="checkbox"/>
SEWER	<input type="checkbox"/>	<input type="checkbox"/>	Resident <input type="checkbox"/> Landlord <input type="checkbox"/>
OTHER	<input type="checkbox"/>	<input type="checkbox"/>	Resident <input type="checkbox"/> Landlord <input type="checkbox"/>

Resident shall upon execution of this Lease, arrange by the next business day for all

utilities for which Resident is financially responsible (as indicated above) to be placed in the name of Resident. Resident shall use in a reasonable manner all utilities and all electrical, plumbing, sanitary, heating, ventilating, air-conditioning and other facilities and appliances in the Unit and keep all utilities for which Resident is financially responsible paid for at all times during the term of this Lease. Failure to comply with the foregoing provisions shall constitute a breach of this Lease and shall be grounds for termination of this Lease.

B. Landlord shall furnish and provide routine maintenance for:

- Range
- Furnace
- Refrigerator

C. A Schedule of Charges to Residents for maintenance and repair beyond normal wear and tear shall be posted for review at 3116 South Street, Portsmouth, VA 23707 or the Property Management Office. Charges shall be due and collectible thirty (30) days after Landlord has given written notice of the charges to Resident.

5. REDETERMINATION OF RENT, DWELLING SIZE AND ELIGIBILITY

- A. Resident agrees that any and all changes in family composition and/or income shall be reported in writing to Landlord by Resident within thirty (30) calendar days of such change and once each year when requested by Landlord. Resident also agrees to furnish accurate information to Landlord as to family income, employment, and family composition. The Landlord shall use this information in determining whether Resident is still eligible for Public Housing. Resident also shall give Landlord authorization to verify all sources of income. These determinations will be made in accordance with Landlord's approved Admissions and Continued Occupancy Policy available for review at 3116 South Street Portsmouth, VA 23707 or at the Property Management Office. Any increases in rent occurring as a result of the aforementioned information or provided at the annual or interim reexamination will be effective thirty (30) days after Resident is notified of the rent increase.
- B. In all cases, Landlord will be obligated to schedule the annual reexamination at least one hundred and twenty (120) days prior to the Annual Review date. Resident may also be subject to eviction because of failure to make full, prompt, and accurate disclosures and supply documentation as required by Landlord.
- C. Rental payments fixed in Section 3 hereof or as adjusted pursuant to the above will remain in effect for the period between rent determinations.
- D. Where Resident has intentionally or willfully misrepresented or failed to submit to Landlord any facts used in the determination of rent, Landlord may charge and collect as rent the difference between the rent actually paid and the rent which should have been paid had proper, complete and accurate information been submitted by Resident. If this Lease is an extension of occupancy by Resident

under a prior Lease or Leases with Landlord, such amount due under the prior Lease or Leases may be charged and collected as if the same had occurred hereunder.

- E. In the event of any rent adjustment pursuant to the above, Landlord shall mail or deliver a notice of rent change to Resident in accordance with Section 12 hereof. In case of a rent decrease, the rent change will become effective the first of the month following the change in circumstances, provided that the Resident has timely reported such change. In the case of a rent increase, the rent change will become effective for the first full month following Landlord's thirty (30) day notice to Resident of the rent change, unless the rent increase results from finding of a misrepresentation as noted above. Resident agrees to be bound by any change determined by Landlord to be necessary by application of this section.
- F. Resident may show a change in Resident's circumstances, which would justify a reduction in rent pursuant to Landlord's Admissions and Continued Occupancy Policy by submitting a signed statement and other documentation, setting forth true, complete and accurate facts as to the family composition, employment, and family income.
- G. If Resident can show that the income on the basis of which the rent was calculated has terminated, then Resident shall report this information to Landlord, together with any information concerning other sources of income, which have become available to family members since the last rent determination. The rent will then be re-determined based on the information, which is provided and verified.
- H. If Landlord determines that the size of the Unit is no longer appropriate for either Resident's needs or pursuant to applicable regulations, then Landlord shall give Resident thirty (30) days' notice that Resident may be transferred any time after said thirty (30) day period. Thereafter, Resident shall relocate to the new Premises within three (3) days of Landlord's written notification to Resident of the address of the new Unit. If Resident fails to accept the proffered Premises, Landlord may terminate this Lease.
- I. Resident must schedule an agreed upon time and be present for a move out inspection with Landlord's Management Staff. Resident will sign a move out inspection form and turn in the keys to the vacated unit to the Housing Management Office by 5:00 p.m. of the day the former Premises is vacated by Resident. If Resident fails to turn in the keys as required, Resident shall be charged rent for the old and new Premises until the keys are turned in as set forth above and Resident shall be in violation of the terms and conditions of this Lease and may be subject to termination of this Lease for a violation of this section. If Resident does not turn in the keys as required above, Landlord shall change the locks and charge Resident the cost thereof.
- J. The security deposit from a prior premise shall be transferred to Resident's account for the new Premises.

6. OCCUPANCY

Resident shall have the right to exclusive use and occupancy of the Premises. Only the persons identified in Section 1 of this Lease as residing at the Premises may live at the Premises. A guest or visitor of Resident may be accommodated for a period of up to fourteen (14) days each year for each guest/visitor. If any such visit will extend beyond fourteen (14) days, Resident must notify Landlord in writing, stating the reasons for the extended visit, which must be authorized in writing by Landlord. Written consent of Landlord must be obtained prior to adding more members to Resident's household, unless such additional members are added to Resident's household solely by means of births and adoptions. The foregoing restriction against adding more members to Resident's household includes caring for foster children and providing live-in care of a member of Resident's family.

7. OBLIGATIONS OF LANDLORD

Landlord shall be obligated:

- A. To maintain the Premises and the community in clean, decent, safe, and sanitary condition.
- B. To comply with the requirements of applicable building codes, housing codes and the Department of Housing and Urban Development ("HUD") regulations materially affecting health and safety.
- C. To make necessary repairs to the Unit.
- D. To keep community buildings, facilities, and common areas, not otherwise assigned to Resident for maintenance and upkeep, in a clean and safe condition.
- E. To 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 Landlord.
- F. To provide and maintain appropriate receptacles and facilities (except containers for the exclusive use of an individual resident family) for the deposit of garbage, rubbish, and other waste removed from the Unit by Resident.
- G. To 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 heat or hot water is generated by an installation within the exclusive control and responsibility of Resident and supplied by a direct utility connection.
- H. Landlord will not be responsible for failure to furnish utilities by reason of any cause beyond its control.
- I. To notify Resident of the specific grounds for any proposed adverse action by Landlord.

- J. Not discriminate against Resident in the provision of services, or in any other manner, on the grounds of race, color, creed, religion, sex, marital status, sexual orientation, gender identity, handicap, or national origin.

8. OBLIGATIONS OF THE RESIDENT

The Resident shall have the following obligations:

- A. The Resident shall not assign the Lease or sub-lease or transfer possession of the Unit or any part thereof.
- B. The Resident shall not permit occupancy of the Premises by any person not listed on the Lease.
- C. The Resident shall not provide accommodations for borders or lodgers or unauthorized residents.
- D. The Resident shall use the Premises solely as a private dwelling for Resident and Resident's household as identified and authorized in this Lease and not to use or permit its use for any other purposes. The Premises shall be Resident's sole primary place of residence.
- E. The Resident shall ensure that all members of Resident's household, and any guest or visitor, or any other person under Resident's control lives in a peaceful way, respecting the right of other residents to comfort, safety, privacy, security, and peaceful enjoyment.
- F. The Resident shall abide by all rules and regulations issued by the Landlord, including but not limited to Landlord's Admissions and Continued Occupancy Policy for the benefit and well-being of the housing community and the residents, which regulations shall be available for review at 3116 South Street, Portsmouth, Virginia 23707, or at the Property Management Office. Violation of such rules and regulations constitute a violation of this Lease, provided; however, that any such regulations shall be consistent with the terms of this Lease. In the event of a conflict between any such rule or regulation and any provision of this Lease, the provision of the Lease shall govern.
- G. The Resident shall comply with all applicable provisions of building and housing codes materially affecting health and safety.
- H. The Resident shall maintain the Premises, adjacent grounds, and areas as may be assigned to Resident's exclusive use in a clean, orderly, and safe condition.
- I. The Resident shall dispose of all garbage, rubbish, trash, and other waste from the Premises in a sanitary and safe manner and deposit household rubbish, trash, garbage and other waste in disposal receptacles provided by the Landlord or be assessed a charge of Fifty Dollars (\$50.00).

- J. The Resident shall use the electrical, plumbing, sanitary, heating, ventilating, air-conditioning and other facilities and appurtenances in a safe and reasonable matter.
- K. The Resident shall not paint either the interior or exterior, or make any additions or alterations to the Premises, or to the appliances, fixtures or equipment in the Unit without the prior written permission of the Landlord. No wallpaper, contact paper or other wall covering shall be installed by the Resident. No signs, fixtures, fences or systems shall be installed and or altered by Resident without the Landlord's prior written permission. No exterior or interior modification of the Premises or the Unit shall be made by the Resident without prior written permission of the Landlord.
- L. The Resident shall not install window air conditioners, electric dryers, antennas, or other similar appliances or equipment without the prior written permission of the Landlord.
- M. The Resident shall use all appliances, fixtures and equipment in a safe manner and only for the purposes for which they are intended.
- N. The Resident shall not engage in, and shall ensure that all members of Resident's household, and any guest or visitor, or any other person under Resident's control does not engage in any criminal activity which threatens the health or safety of other Residents or agents or employees of the Landlord, or persons residing in the immediate vicinity, or which threatens their right to peaceful enjoyment on or off the property.
- O. The Resident shall not engage in, and shall ensure that all members of Resident's household, and any guest or visitor of the Resident does not engage in any violent or drug-related criminal activity on or off the property. The Resident shall ensure that any other person under Resident's control does not engage in any violent or drug-related criminal activity on the property.
- P. The Resident shall not use or display a firearm or a weapon; provided that, a member of the Resident's household employed as a police or public safety officer may keep and use a firearm if the individual: (i) receives the advance written consent of the Landlord; (ii) is licensed to carry a firearm under the laws of the Commonwealth of Virginia; (iii) provides verification from the employer that it is necessary for the individual to keep and use firearms as part of their employment; and provided further that the individual shall not keep or use the firearm on or near the premises except in the course of the individual's duties as a police or public safety officer.
- Q. The Resident shall not engage in, and shall ensure that all members of Resident's household and any guest or visitor of the Resident does not engage in violent criminal activity, or any activity resulting in a felony conviction.
- R. The Resident shall, and the Resident shall ensure that all members of Resident's household, and any guest or visitor, or any other person under Resident's control shall not litter, destroy, deface, damage or remove any part of the Premises, common areas or grounds.

- S. The Resident shall not engage in, and shall ensure that all members of the Resident's household and any guest or visitor of the Resident does not engage in the manufacture or production of methamphetamine at the Unit or on the Premises.
- T. The Resident shall not engage in, and shall ensure that all members of Resident's household, and any guest or visitor of the Resident does not engage in an illegal use of drugs, or pattern of illegal use of drugs, or abuse of alcohol, or pattern of abuse of alcohol that interferes with the health, safety, or right to peaceful enjoyment of other residents.
- U. The Resident shall not create or allow any disruptive, noisy or offensive use of the Unit.
- V. The Resident shall not commit any private or public disturbance or nuisance.
- W. The Resident shall not obstruct free use of access to common areas.
- X. The Resident shall not destroy, remove, disable or deactivate smoke detectors and fire alarm systems in the Unit or on the Premises.
- Y. The Resident shall promptly report to Landlord any suspected water leaks, moisture problems, or mold in the Unit or in any common areas on the Premises.
- Z. The Resident shall not provide any false or misleading information to the Landlord regarding family composition, the income of the Resident or any household member, any factors affecting eligibility for occupancy in the Unit, any criminal activity, drug related criminal activity, illegal use, or pattern of illegal use of a controlled substance, or abuse, or pattern of abuse of alcohol, by any member of Resident's household, any guest or visitor, or any other person under Resident's control.
- AA. The Resident shall not keep, maintain, harbor or board any dog, cat, livestock or pets of any nature except as provided by law or the Landlord's Pet Policy, which is attached to the Lease and made a part of the Lease, as the same may be modified from time to time. Subject to the Pet Policy and the requirements of the Landlord's admissions and Continued Occupancy Plan, the Resident shall not keep or maintain pets without the written permission of the Landlord.
- BB. The Resident shall pay all charges (other than for normal wear and tear) for the repairs of damages to the Unit and the Premises (including community buildings, facilities or common areas), caused by the intentional or negligent conduct of Resident, any member of Resident's household, guests or visitors, and any other person under the Resident's control, within fourteen (14) days after written notice from the Landlord.
- CC. The Resident shall allow the Landlord to enter the Unit at reasonable times for the purpose of making routine and periodic inspections, reading utility meters, and performing routine maintenance for making improvements or repairs, or to show the

Unit for re-leasing as described in Section 11.

- DD. The Resident shall promptly report to the Landlord all maintenance problems, and damages and needed repairs to the Unit.
- EE. The Resident shall comply with the provisions of any Addendums attached to and incorporated in this Lease.
- FF. The Resident shall provide and maintain in the Unit approved interior window covers (venetian blinds, draperies or window shades, and not sheets or bedspreads) with the acceptable color of white or off white.
- GG. The Resident shall not install additional or different locks on doors or windows without the prior written permission of the Landlord. Where additional or different locks in doors or windows are installed, the Resident shall provide the Landlord with a key to such locks.
- HH. Upon vacating the Unit, the Resident agrees to return the Unit to the Landlord in the same condition described in the Unit Inspection Report, except for normal wear and tear, and remove the personal belongings of the Resident and of all members of the Resident's household from the Unit. The Resident shall deliver the keys of the Unit to the Landlord upon the expiration or termination of the Lease. If Resident does not turn in the keys, Landlord shall change the locks and charge Resident the cost thereof. Any property left by Resident in or about the Unit after Resident vacates will be considered as abandoned and shall be disposed of as required by law.
- II. The Resident agrees not to store, repair, keep, or maintain any vehicle on the lawn, non-dedicated street, parking lot or restricted areas, which are marked, and to refrain from driving or parking any vehicle on the lawn, sidewalk or restricted areas, which are marked as determined by Landlord. Any vehicle in violation of the above or any vehicle without license plates, with expired license plates, or without a proper Landlord parking sticker, or any vehicle in non-operating condition or any vehicle creating a public nuisance or in various stages of repair without written permission from Landlord shall be deemed abandoned and may be removed immediately at the owner's expense with Landlord held harmless for any fees, storage, damage, theft or fire involving the vehicle.
- JJ. The Resident shall continuously maintain all utilities directly billed to Resident by the utility company pursuant to Section 4 and not restrict access to the utility meters by the Landlord and the utility company.
- KK. Resident agrees that if the Landlord determines, in its sole discretion that a person is a threat to the peace and safety of other residents or the neighborhood and issues a no trespassing notice to such person, and after Resident has written notice thereof, the Resident agrees to not allow such person in or about the Premises or authorize him/her to be on Landlord's property at any time.
- LL. The Resident shall report to the Landlord any change in the membership of

Resident's household, and any change in Resident's income within thirty (30) days of such change and shall request and obtain written permission of the Landlord in advance of any increase in household size for reasons other than the birth, adoption or court ordered custody of a child.

MM. The Resident shall comply with Landlord's Non-Smoking Policy.

NN. Neither Landlord nor Landlord's agents shall be responsible for damage to Resident's personal property due to fire, theft, water damage, sewer clogging or backup, rain, etc., unless caused directly by the negligence of Landlord or its agents. The Resident shall be solely responsible for insuring the personal property of the Resident and of members of Resident's household in the Unit. The Resident hereby acknowledges that all personal property in or about the Unit or on any other part of the Premises shall be at the sole risk of the Resident, subject to the provisions of applicable law. The Resident acknowledges that the Landlord does not provide insurance for the personal property of the Resident and all members of Resident's household.

OO. The Resident shall keep assigned porches, balconies, lawns, walkways, etc., free of furniture, which is not designed by the manufacturer as outdoor furniture.

PP. The Resident agrees to maintain fully any lawns, grounds, porches and balconies assigned to Resident for Resident's exclusive use including removing trash from said area whether or not Resident or Resident's family generated the trash. In the event Resident fails for any reason to maintain said grounds, Resident shall be assessed a charge of Fifty Dollars (\$50.00) plus the cost of cleanup by Landlord staff pursuant to Landlord's schedule of maintenance charges.

Exemption from the foregoing requirements will be given to Residents who are unable to perform such tasks because of age or disability.

QQ. The Resident shall not permit or commit any nuisance or disorderly or unlawful conduct in or about the Premises. Resident shall control the conduct of Resident's household members of and any guests on Landlord's property, and avoid any conduct, which interferes with the peaceful possession and rights of other residents and neighbors. Resident shall conduct themselves, their family members and guests in a manner, which will be conducive to maintaining the Premises in a decent, safe and sanitary condition.

RR. Home-Based Business: Only with prior written consent of Landlord, and pursuant to and in compliance with applicable statutes, ordinances, rules and regulations, members of the household may engage in legal profit making activities subject to Landlord's policy on such activities. Further, any business activity undertaken by Resident under this section must not disturb other resident's peaceful enjoyment of their units and the community or create, health, safety, or sanitary problems. Retail business operations shall be strictly prohibited.

SS. Resident specifically agrees to notify Landlord in writing in advance of any absence from the Unit in excess of thirty (30) consecutive days. If the sole member of the

household leaves for more than three (3) consecutive months the Unit will not be considered his/her principal place of resident and Landlord may terminate the Lease. A three (3) month extension may be granted for verified medical reasons. Resident acknowledges that he/she is still responsible for payment of full rent during any period of absence.

- TT. Remaining Family Members: After the departure or death of Resident, continued occupancy by remaining members of Resident's household shall be permitted if there is a remaining family member age eighteen (18) or older or an emancipated minor as provided by state law. The remaining family member will be required to execute a new Lease within fifteen (15) working days of Resident's departure or death. If this Lease is an extension of occupancy by Resident's household under a prior Lease with Landlord, any amounts due under the prior Lease shall be charged and collected as if they had been incurred hereunder. All adult members shall be subject to Landlord's screening policy, including emancipated minors.
- UU. Resident shall notify Landlord in writing within thirty (30) days whenever any member of Resident's household authorized to reside at the Premises is no longer residing at the Premises. If Resident fails to timely comply with the foregoing notice requirement, Resident shall remain liable for all actions of such person(s), and any violation of the Lease by such person shall be grounds for termination of this Lease.
- VV. The Resident shall comply with the requirements to perform community service or economic self-sufficiency activities.
- WW. The Resident shall otherwise comply with the Resident's responsibilities as described in the Lease.

9. DEFECTS, HAZARDS TO LIFE, HEALTH, AND SAFETY

In the event that the Premises is damaged to the extent that conditions are created which are hazardous to life, health, or safety of the Residents:

- A. Resident shall immediately report damages to Landlord's maintenance department.
- B. If the Premises is damaged or destroyed by fire or casualty to an extent that the Resident's enjoyment of the Premises is substantially impaired or required repairs can only be accomplished if the Resident vacates the Premises, either Resident or Landlord may terminate this Lease pursuant to applicable laws, rules and regulations relative thereto.
- C. If Landlord elects to repair the Premises it shall do so within a reasonable time, provided that if the damage was caused by Resident, Resident's household, or guest, the reasonable cost of the repairs shall be charged to Resident.
- D. Landlord may at its sole discretion, offer standard alternative accommodations, if available, in circumstances where necessary repairs cannot be made within a reasonable time and the Premises is determined to be uninhabitable by either

Landlord or health officials.

- E. In the event repairs are not made in accordance with subsection (C)of this section or alternative accommodations are not provided in accordance with subsection (D) of this section, or neither Resident nor Landlord terminates this Lease in accordance with subsection (B) of this section, rent shall be abated in proportion to the seriousness of the damage (defined as the loss in value as a dwelling if repairs are not made) suffered by Resident, provided, however, that no abatement of rent shall occur if Resident rejects the alternative accommodations or if the damage was caused by Resident, Resident's household, or guests.

10. INSPECTIONS; CHARGES FOR DAMAGES

- A. Landlord and Resident or Resident's representative shall inspect the Premises prior to occupancy by Resident. Landlord will furnish Resident with a written statement of the condition of the Premises, and the equipment provided with the Premises. The statement shall be signed by Landlord and Resident and shall be deemed correct unless Resident files a written objection with Landlord within five (5) days after entering into the Lease, and a copy shall be retained by Landlord in Resident's file.
- B. At the time Resident vacates the Premises, Landlord shall inspect the Premises and furnish Resident a written statement of any charges to be made in accordance with the lease provisions. Landlord shall notify Resident of the inspection, unless Resident vacates the Premises without prior notice to Landlord.
- C. Resident shall refrain from and shall cause his household and guests to refrain from destroying, defacing, damaging or removing any part of the Unit or the property building, or any of Landlord's appliances or equipment therein. Resident shall notify Landlord promptly of any known need for repairs to the Unit and of any known unsafe conditions in the common areas and grounds of the Property, which may lead to damage or injury. Except for normal wear and tear, Resident agrees to pay reasonable charges for the repair of any damage to the Unit, the Premises, the building or any of Landlord's appliances or equipment therein, caused by the Resident, Resident's household or guests. The Resident will be billed for such charges with a statement of the items of damage involved, the corrective action taken and the cost thereof. A schedule of charges for repair will be posted in the Property Management Office. Such charges shall be due and collectible on the first of the month following assessment of damages. Resident agrees to pay the damages caused by any fire, smoke, or flood as to which the Portsmouth Fire Department provides a written statement indicating that the probable cause of such fire was due to the negligence or fault of the Resident, Resident household, guests or other occupants of the Unit. After hours maintenance requests by Resident that are not an emergency shall be billed at the current overtime rate of Ninety Dollars (\$90.00).

11. ENTRY OF UNIT DURING TENANCY

- A. Landlord shall, upon advance notification to Resident, be permitted to enter the Premises during the hours of 8:30 a.m. and 5:00 p.m. 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 Landlord's entry delivered to the Premises at least twenty-four (24) hours before such entry shall be considered advance notification. Response to requests by Residents for repairs and services would not require a twenty-four (24) hour notice.
- B. Resident shall not unreasonably withhold consent to Landlord to enter the Premises in order to inspect the Premises, make necessary or agreed repairs, decorations, alterations or improvements, supply necessary or agreed services or show the Premises for re-leasing.
- C. Landlord may enter the Premises at any time without advance notification when there is reasonable cause to believe that an emergency or abandonment of the property exists. Property damage caused by Landlord by said entry will be repaired by Landlord at its expense, unless the emergency condition was created through the intentional or negligent act of Resident, a member of the household or guest.
- D. In the event that Resident and all adult members of Resident's household are absent from the Premises at the time of entry, Landlord shall leave in the Premises a written statement specifying the date, time, and purpose of entry prior to leaving the Premises.

12. NOTICE

- A. Except as provided in Section 11, notice to Resident shall be in writing and delivered to Resident or to an adult member of Resident's household residing in the Premises or sent by prepaid first class mail, properly addressed to Resident by Landlord.
- B. If Resident is hearing and/or visually impaired, all notices shall be in an accessible format.
- C. Notices to Landlord shall be in writing and either delivered to or sent by prepaid first class mail, properly addressed to 3116 South Street, Portsmouth, Virginia 23707 or the Property Management Office.

13. TERMINATION OF LEASE

- A. Landlord shall not terminate or refuse to renew this Lease other than for serious or repeated violation of material terms of the Lease, Landlord's Rules and Regulations, resident obligations set forth in the Lease, applicable statutes, ordinances, rules or regulations or for other good cause. "Material" terms of the Lease shall include, but are not limited to the following:
 - 1. Nonpayment of rent or other payments and charges due under this Lease.
 - 2. Repeated late payments of rent, which shall be defined as the failure to pay the

amount of rent or other charges due by 5:00 p.m. on the **5th** day of the month. Two (2) such late payments within any successive twelve (12) month period shall constitute a material breach of this lease. If the Landlord's offices are closed for any reason, the due date will extend to 5:00 p.m. on the next business day.

3. Serious or repeated interferences with the rights of other residents.
4. Serious or repeated damage to, or any fire in the Premises or on Landlord Premises caused by the negligence or carelessness of Resident or Resident's family or guest.
5. Alteration, sale, destruction, or other disposition of the Premises or any part thereof.
6. Loss of eligibility by Resident due to change of income or any other reason under applicable law or regulation;
7. Such change in family size or composition as to render inappropriate Resident's continued occupancy of the Premises.
8. Keeping an animal in or about the Unit in violation of the provisions of this Lease and the Pet Policy.
9. Intentional misrepresentation of any material fact in the application for housing or in any statements submitted to Landlord in either the application or reexamination of eligibility.
10. Failure to pay utility bills when Resident is responsible for paying utility bills directly to the supplier of the utilities.
11. Use or display of a firearm or a weapon in violation of the Lease.
12. Failure or refusal by the Resident to perform any of the obligations of the Resident described in Section 8 of the Lease.
13. Either of the following types of criminal activity by Resident, Resident's household, a guest or another person under Resident's control shall be caused for immediate termination of tenancy:
 - (a) any criminal activity that threatens the health, safety or right to peaceful enjoyment of Landlord's Unit by other residents, including Landlord's management, staff, personnel or agents;
 - (b) any drug-related criminal activity on or off Landlord's premises;
 - (c) if it is determined that any member of Resident's household has ever been convicted of drug-related criminal activity for manufacture or

production of methamphetamine on the premises of federally assisted housing.

14. Drug or alcohol abuse is grounds for termination of tenancy if Landlord determines that such abuse interferes with the health, safety or right to peaceful enjoyment of the premises by other residents.

15. Resident shall immediately notify Landlord in writing within thirty (30) days whenever any member of the household authorized to reside on the Premises is no longer residing in the Premises. Failure to immediately notify Landlord in writing will result in Resident being held liable for all actions of such person(s) and any violation of the Lease by such person will be grounds for termination of tenancy and eviction from the Premises.

16. Harboring a known criminal or preventing law enforcement or security officers from arresting, capturing and/or questioning a known criminal or criminal suspect or in any way, without just cause, obstructing any law enforcement officer in the performance of his/her duties as such or refuses without just cause to cease such obstruction when requested to do so by such law enforcement officer.

17. Permitting a person barred from Landlord's property into the Premises in violation of this Lease.

18. Physical or verbal abuse or harassment of Landlord management, staff, personnel or agents shall be grounds for eviction.

19. If any member of the household is subject to a lifetime registration requirement under a state sex offender registration program then said household shall be permanently barred from Landlord's property.

20. A violation of the requirement to perform community service or economic self-sufficiency activities.

21. Failure or refusal to provide verifications within the time required by the Landlord, or to consent to the release of third party verifications affecting the rent and eligibility of Resident to remain in the Unit.

22. Other good cause.

B. Landlord shall give written notice of termination of this Lease as follows:

1. Fourteen (14) calendar days in the case of failure to pay rent.
2. A reasonable time commensurate with the urgency of the situation in the case of creation or maintenance of an immediate threat, which materially affects the health or safety of other residents or Landlord's employees; agents or representatives. The following acts shall be considered immediate and material threats and shall be acted upon by Landlord upon the receipt of a

preponderance of evidence:

- a. Brandishing or discharging firearms or other deadly weapons on Landlord's premises;
- b. Committing assault and/or battery, including physical or verbal abuse or harassment, against another resident or Landlord's employees, agents or representatives;
- c. Deliberately setting fire to the Premises or other Landlord's property (arson);
- d. Manufacture, use, sale, purchase, possession or disposition of illegal drugs or paraphernalia on or off Landlord's premises;
- e. Criminal activity by Resident, any member of the Resident's household, or guest or another person under Resident's control including:
 - i. any criminal activity that threatens the health, safety, or right to peaceful enjoyment of Landlord's premises by other residents or;
 - ii. any drug-related criminal activity on or off Landlord's premises or;
 - iii. if it is determined that any member of Resident's household has ever been convicted of drug-related criminal activity for manufacture or production of methamphetamine on the premises of federally assisted housing.
- f. Drug or alcohol abuse if such abuse interferes with the health, safety or right to peaceful enjoyment of the premises by other residents.

3. Thirty (30) calendar days in all other cases.

- A. The notice of termination to Resident shall state the reason for the termination, shall inform Resident of Resident's right to make such reply as Resident may wish, and of Resident's right to request a hearing in accordance with Landlord's grievance procedure other than in terminations arising under subsection B(2) above.
- B. Resident shall have a reasonable opportunity to examine, at Resident's request, before a grievance hearing or court trial, any documents, including records and regulations, which are in the possession of Landlord, and which are directly relevant to the termination of tenancy or eviction of Resident. Resident shall be allowed to copy any such documents at Resident's expense.
- C. This Lease may be terminated by Resident at any time by giving thirty (30) calendar days' advance written notice, to be effective at the end of a monthly rental period, to Landlord in the manner specified in this Lease.

- D. Upon eviction of a Resident or Resident family for engaging in criminal activity, Landlord shall notify the local post office serving the Premises that such individual or family member is no longer residing in the Premises.

14. GRIEVANCE PROCEDURE

All disputes except those exempted by law from the grievance procedure concerning the obligations of Resident or Landlord under this Lease shall be processed and resolved pursuant to the Grievance Procedure of Landlord which is in effect at the time such grievance or appeal arises, which procedure is available for review at 3116 South Street, Portsmouth, Virginia 23707 or the Housing Management Office.

Before a hearing is scheduled in any grievance involving an amount of rent, as defined in this Lease, that Landlord claims is due, Resident must pay an escrow deposit to Landlord in the amount equal to the amount of rent due and payable as of the first of the month preceding the month in which Resident's act or failure to act took place. Thereafter, Resident must deposit the same amount monthly until Resident's complaint is resolved by decision of the hearing officer unless the escrow deposit has been waived by Landlord. Resident's failure to make the escrow deposits will terminate the grievance procedure, but shall not waive Resident's right to contest Landlord's action in any judicial proceeding.

15. VIOLENCE AGAINST WOMEN ACT

The Violence Against Women Act (VAWA) is applicable to this Lease.

16. WAIVER AND RESERVATION OF RIGHT:

The failure of Landlord or Resident to exercise any right or remedy as provided herein shall not affect the right to do so at a later date for similar or other causes. The acceptance by Landlord of periodic rent payments will be accepted with reservation of right by and without prejudice to Landlord to proceed with eviction proceedings for any lease, statutory or regulatory violation.

17. MODIFICATIONS

Modifications of this Lease must be accompanied by a written Addendum to the Lease executed by Landlord and Resident, except for rent redetermination, eligibility for low-rent housing, appropriateness of dwelling size, schedules of special charges for services, repairs and utilities, and rules and regulations, which are incorporated in Lease by reference. Matters incorporated in the Lease by reference shall be available for review at 3116 South Street, Portsmouth, Virginia 23707, or the Housing Management Office by Resident upon request. If such schedules or rules and regulations are modified, Landlord shall give at least a thirty (30) day written notice to each affected Resident setting forth the proposed modification, the reason therefore, and provide Resident an opportunity to present written comments, which shall be considered by Landlord prior to the effective date of the proposed modification.

____ I have read and made effort to understand the terms of this Lease

____ I have received copies of the following documents:

- Resident Grievance and Appeals Procedures

18. ADDENDUMS APPLICABLE TO THIS LEASE

1. PRHA's Rules & Regulations
2. PRHA's Pet Policy Addendum
3. PRHA's Smoke Free Addendum
4. All other PRHA Addendums and Lease-Up Acknowledgements

19. RESERVATION OF LANDLORD'S RIGHT UNDER ALL PRIOR LEASES

It is hereby further understood and agreed between Resident and Landlord that Landlord reserves all rights and remedies to any claim for rent due or other charges arising under any prior Lease with Resident for the Premises and/or other premises Leased by Landlord to Resident and that such claim may be enforced as if arising under this Lease.

This Lease, together with any future supplements issued as herein provided, are the entire agreement between Landlord and Resident. No other changes hereto shall be made except in writing, signed and dated by Resident and an authorized representative of Landlord.

RESIDENT AGREES THAT ALL THE PROVISIONS OF THIS LEASE HAVE BEEN READ AND FURTHER AGREES TO BE BOUND BY ITS PROVISIONS AND CONDITIONS AS WRITTEN

IN WITNESS WHEREOF, the parties execute this Public Housing Lease this __day of _____, 20__ at Portsmouth, Virginia.

RESIDENT:

PORTSMOUTH REDEVELOPMENT
AND HOUSING AUTHORITY:

(Signature of Head of Household)

(Signature of Property Manager)

Dated: _____

Dated: _____

