

DWELLING LEASE

Amended Lease: Effective January 1, 2022

Unit # _____ Client # _____ Monthly Rent: \$ _____

Effective Date of Lease: _____ Security Deposit: \$ _____

This lease is made by and between the Suffolk Redevelopment and Housing Authority (hereinafter called the "Management"), and _____ (hereinafter called the "Resident").

The Management, relying upon the representation of the Resident as to the Resident's employment, household composition and all income of the Resident and the Resident's household, and in consideration of the rentals hereby reserved, does hereby let to the Resident, and the Resident hereby rents from the Management, upon the terms of this lease, the property located at _____ Apartment # _____ in Project VA 25 - _____, known as _____ (hereinafter the "Community"), situated in the city of Suffolk, Virginia, Zip Code _____, upon the following terms and conditions:

DEFINITIONS

"Premises" means the Unit and all common areas in the Community.

"Public Housing Premises" means any public housing operated by Management.

"Unit" means the address identified above, including appliances and all amenities.

Terms and Provisions of the Lease: This lease commences upon the date of execution, continues for the remainder of this calendar month and shall automatically renew for successive terms of twelve (12) months each upon payment each month by the Resident of the rent as specified in this lease or as adjusted by an endorsement or rider to this Lease executed in accordance with the provisions of Sections 14 and 36 hereof. The terms and provisions of this lease are as follows:

- 1. Term of the Lease:** The initial term of this lease shall be _____ months and _____ days and shall commence on the _____ day of _____, _____ and end the _____ day of _____, _____, pursuant to the agreements, terms, and conditions, which are hereby agreed to, by the Resident and the Management. In accordance with the U.S. Housing Act amendment entitled "The Quality Housing and Work Responsibility Act" (QHWRA) of October 18, 1998, this lease will self-renew for successive terms of twelve (12) months unless (a) not renewed as permitted by Section 14.g of this lease, or (b) terminated by either party pursuant to the terms hereof.

2. **Occupancy of the Premises:** The premises will be used exclusively as a private residence and will be occupied only by the persons named in this lease agreement. If there is to be any additions to the named occupants of the premises including Live-In Aides and foster children, but not excluding natural births, adoptions, and court awarded custody, it must be approved in advance in writing by the Management. Members must pass PHA's screening criteria and the

unit of the appropriate size available in compliance with Management's Admissions and Continued Occupancy Policy. The names of the household who will reside in the Unit, their sex, dates of birth, and their relationship to the head of household are as follows:

Name	Date of Birth	Sex	Relationship
_____	_____	_____	_____
_____	_____	_____	_____
_____	_____	_____	_____
_____	_____	_____	_____
_____	_____	_____	_____
_____	_____	_____	_____

3. **Payment of Rent:** Monthly rent for the unit in the amount of \$ _____ shall be due and payable in advance on the first day of each month and shall be paid by check or cash at the BB&T bank located at 101 E. Washington Street, Suffolk Virginia 23434. To ensure proper credit, the money order or cash should show the Unit Number or address of the Unit and should be attached to the monthly rent statement. Rent for the partial month of initial occupancy shall be prorated and paid upon execution of this Lease. Rent not received by Management by the seventh day of the month will subject the Resident to an automatic late fee charge of ~~\$30.00~~ **10% of the periodic (monthly) rent** and legal proceedings. Late charges are due and payable ~~fourteen (14)~~ **thirty (30)** calendar days after billing. Management will not be responsible for the failure of the United States Postal Service to deliver rent statements by the seventh of the month. Rent will remain in effect unless adjusted by Management in accordance with Management's Admissions and Continued Occupancy Policy and Sections 14 and 26 of the lease.

4. **Security Deposit:** The Resident agrees to pay the Management, upon occupancy, a Security Deposit equal to one month's rent. At the termination of this lease, when Management gains possession of the Unit, the Security Deposit plus any interest earned will be used to defray the cost of cleaning or repairing any damages to the Unit and any equipment on the premises beyond normal wear and tear, and to pay rent or other charges owed by the Resident. Any part of the Security Deposit and earned interest not used for these purposes will be mailed to the Resident at the forwarding address furnished by the Resident. Interest will be accrued at the rate established by laws of the Commonwealth of Virginia on any Security Deposit that Management holds for thirteen (13) months or longer. An itemized statement of deductions from the Security Deposit will be mailed to the Resident at his or her forwarding address no later than forty-five (45) days after the Resident vacates the premises. The Resident may request to see a report of his or her Security Deposit and accrued interest during regular business hours by making an appointment with Management at the Management Office of the Community which the Resident resides.

5. **Timely Payment:** Rent is DUE and PAYABLE in advance on the first day of each month and shall be considered delinquent after the seventh calendar day of the month. Rent may include utilities as described in Sections 7b and 13 below, and includes all maintenance services due to normal wear and tear. The rent amount shall remain in effect unless adjusted in accordance with Section 14.

6. **Late Charges:** The Resident agrees that all rent and other charges are due and payable in advance on the first day of each month. Payments which are not received by Management by the close of business will be considered delinquent. The Resident agrees to pay the Management a ~~thirty dollars (\$30.00)~~ late charge **fee of 10% of the periodic (monthly rent)** if all rent and other charges due on the first of each month are not received by Management by the close of business or postmarked by the seventh day of that month. Late charges are due and payable ~~fourteen (14)~~ **thirty (30)** calendar days after billing. Payments that are late will be accepted by Management with reservation.
7. **Other Charges:** Other charges incurred by the Resident in accordance with provisions of this lease, including but not limited to charges for maintenance and excess utilities, are due and payable on the first day of the second month following the month in which the charge is incurred.
 - a. **Maintenance Charges:** Except for normal wear and tear, the Resident agrees to pay reasonable charges for repair of damage to the Unit or Premises caused by the Resident, the Resident's household or guests, in accordance with the list of maintenance charges posted in the Management Office. Such charges are due and payable on the first day of the second month following the month in which the charges are incurred.
 - b. **Utility Charges:** The Management will charge the Resident for excess utility consumption above the allowances posted at rates not exceeding the cost to the Management for such utilities. Utility allowance rates, and minimum charges, and a list of appliances provided by the Management are posted in the Management Office. Amounts billed for excess utility consumption will be due and payable by the Resident to the Management on the first day of the second month following the month in which the charges are incurred.
8. **Returned Check Charge:** If the Resident pays the Management with a check that is returned by the bank for any reason, the Resident agrees to pay the Management a Forty (\$40.00) Dollars processing fee. Returned checks must be redeemed by a cashier's check or money order. The Management may take any other actions legally available to it against the Resident when payments are made by a check, which is returned by the bank for any reason. The Management reserves the right to refuse to accept personal checks for further payments if the Resident has paid the Management with a returned check.
9. **Application of Payments:** Payments will be credited to past due rent first and then to current rent due before being applied to other charges. Payments will be credited to past due other charges before being applied to current other charges.
10. **Cost of Legal Proceedings:** Should the Management deem it necessary to institute collection or court proceedings to enforce its rights or remedies under this lease, the Resident will be responsible for all court costs and fees including the Management's reasonable attorney's fees if actually incurred, if the Resident acknowledges the debt or Management prevails or obtains a judgment in the legal proceeding.
11. **Maintenance, Damage and Repair:** The Resident agrees to use reasonable care to keep the Resident's Unit in such condition as to prevent health or sanitation problems from arising. The Resident agrees to refrain from and will cause the Resident's household and guests to refrain from destroying, defacing, damaging or removing any part of the premises or causing a hazard to life, health, or safety. The Resident agrees to notify the Management promptly of any known need for repairs and damages to the Unit and any known unsafe conditions in the common areas and grounds which may lead to damage or injury of the Community. The Resident will immediately notify the Management of any smoke detector or carbon monoxide detector malfunction. Except for normal wear and tear, Resident agrees to pay

reasonable charges for the repair of any damage to the Unit or the appliances therein, caused by Resident, members of Resident's household, or guests as set forth in Section 7(a).

- a. The Resident will keep the premises and such other areas as may be assigned to the Resident for the Resident's exclusive use in a clean and safe condition. The premises are equipped with smoke detectors and carbon monoxide detectors. The Resident will immediately notify the management of any smoke detector or carbon monoxide detector malfunction. The Resident agrees not to block any window, door, electrical breaker box or block or disable emergency pull cords or equipment. The Resident agrees not to create tripping hazards from the installation of cable, telephone, or computer wires. The Resident agrees to maintain the Resident's front and back yards in good condition and free of trash.
- b. The Resident will comply with all obligations imposed upon the Resident by applicable provisions of building and housing codes materially affecting health and safety, and will not keep flammable liquids or any other highly combustible materials including gasoline or kerosene in or near the premises. The Resident agrees to pay for fire damage to the premises or to Management's property caused by any fire which the Suffolk Department of Fire and Rescue determines in its official report was incendiary in nature or accidental in origin, caused by the fault or negligence of the Resident, Resident's household, guests or other occupants of the premises.
- c. All fires will be reviewed by the Suffolk Redevelopment and Housing Authority's Fire Safety Committee. The Fire Safety Committee will consist of representatives from each of the following if the same are reasonably available:
 - (1) Resident Advisory Board
 - (2) Suffolk Department of Fire and Rescue
 - (3) Housing Operations Director
 - (4) Administration Operations Director
 - (5) Property Manager from another Housing Complex
 - (6) Facilities Manager
 - (7) Finance Department

The Fire Safety Committee will make every reasonable effort to meet within seventy-two (72) hours after the fire occurrence. If one or more representatives are not available, the meeting may be postponed for up to five (5) business days. If after eight (8) days the full Fire Safety Committee cannot be convened, any six (6) members of the committee may act on behalf of the committee. The Fire Safety Committee will review pertinent information pertaining to the fire and, by no less than a two-thirds majority vote, render a decision resulting in any one or more of the following actions:

- (1) Resident may be granted a transfer, based on availability of the proper size unit in any of the public housing communities.
- (2) Resident will make payment arrangements with the Finance Department to pay Management's insurance policy deductible.
- (3) Resident must successfully complete the Fire Prevention and Safety Continuing Education classes.
- (4) Committee may determine that no corrective action is necessary.
- (5) Lease termination in the event the Suffolk Department of Fire and Rescue gives written determination that the fire was incendiary in origin and originated within the subject Unit.

- d. Fire Prevention and Safety Continuing Education Classes. The Resident and members of the Resident's household agree to attend Fire Prevention and Safety Continuing Education Classes as required by Fire Safety Committee in conjunction with the Suffolk Department of Fire and Rescue. The Resident and members of the Resident's household over the age of fourteen (14) years must pass the required test as administered by the Suffolk Department of Fire and Rescue. If Resident and the household members do not pass and complete the continuing education classes, they must retake and pass the test within a six (6) months period, not to exceed three (3) testings. Written and oral testing will be available to address any competency issues. Failure to comply or refusal to attend the Fire Safety Educational requirements and to pass the test may be grounds for termination of this lease agreement.
- e. The Resident agrees to dispose of all trash, garbage, rubbish and other waste from the premises in a sanitary and safe manner and in the appropriate receptacles provided by the Management. If the Resident has a trash container, the Resident agrees to return the container to its proper storage area by midnight on the day of the trash pickup.
- f. The Resident agrees to use in a reasonable manner all electrical, plumbing, sanitary, heating, ventilating, air conditioning, safety devices including smoke detectors and carbon monoxide detectors, and other facilities and appliances (including elevators) in the premises, and to keep all utility services (paid for by the tenant to the utility service provider or its agent) on and in service at all times during the term of the rental agreement. Utility services must be connected at all times. The Resident agrees not to waste utilities provided by PHA. The Resident further agrees not to tamper with any of the above.
- g. Except as provide by law or as authorized by the prior written consent of Management, Resident shall not make repairs or alterations to the premises interior or exterior including but not limited to changing locks, painting the walls, installing wallpaper or contact paper, murals, paneling, changing the tile on floors or walls, hanging posters or pictures weighing in excess of twenty pounds.
- h. Insurance Disclaimers - Resident assumes full responsibility for all personal property placed, stored, or located on or about the premises. Management does not insure residents' personal property. Management recommends that Residents obtain insurance to protect against risks of loss from harm Residents' personal property. Management shall not be responsible for any harm to Residents property resulting from fire, theft, burglary, strike riots, orders or acts of public authorities, acts of nature or any other circumstance or event beyond Management's control. Resident will be responsible for paying the Housing Authority's insurance deductible for any damages to the unit caused by the Resident.

12. Pest Control: The Resident agrees to permit the Unit to be treated monthly for the control of pests. The Resident acknowledges that the Management's costs associated with pest control treatment are reasonable charges as described in Section 7(a) herein, and that the Resident will be charged these costs if the Resident is not prepared for scheduled pest control treatment after receiving notification of the scheduled treatment.

13. **Utilities:** The Management agrees to furnish the following utilities as reasonably necessary: water, and sanitary sewer services general household appliances, and sanitary sewer service. No charge will be imposed for providing reasonable amounts of these utilities, except that, if the Resident's consumption of utilities exceeds the utility allowances posted in the Management Office, the Resident will pay the appropriate excess utility charges.

Residents of Colander Bishop Meadows are responsible for electricity and gas. Residents of Hoffler Apartments are responsible for electricity. Utilities must be maintained at all times. Residents of Cypress Manor, Parker Riddick and Chorey Park pay excess utilities.

- a. The Management will not be responsible in any way for any failure to furnish utilities by reason of any cause beyond its control.
- b. The Resident agrees to obtain approval from the Management for use of Resident furnished air conditioners, freezers, refrigerators, ceiling fans or any other major household appliance.
- c. The Resident agrees to comply with the Management's requirements for installing major appliances, including payment for the cost of installation if done by the Management.
- d. The Resident agrees to use in a reasonable manner all utilities and all electrical, plumbing, sanitary, heating, ventilating, air-conditioning and other facilities and appliances (including elevators) in the premises, and to keep all utility services paid for by the tenant to the utility service provider or its agent on and in service at all times during the term of the rental agreement. Utility services must be connected at all times.

14. **Redetermination of Rent, Unit Size and Eligibility:**

- a. **Annual Recertification of the Rent:** The status of each family is to be reexamined at least once a year. The Resident agrees to furnish accurate information to the Management concerning income and source of income of all family members, assets, household composition, and related information necessary to determine eligibility, annual income, adjusted income and rent. The Management will determine whether the rent must be changed, whether the Unit size is appropriate for the Resident's needs, and whether the Resident is still eligible for low-rent housing. The Resident agrees to authorize the Management to verify all information affecting the family's eligibility, housing requirements and rent calculations. This determination will be made in accordance with the approved Admissions and Continued Occupancy Policy available in the Management Office.

At each Annual Recertification, the Resident is required to attend Fire Prevention and Safety Continuing Education Classes.

- b. **Family Choice of Payment:** Management must provide Public Housing families admitted or subject to recertification after October 1, 1999, the option of electing whether to pay rent based on their income, or to pay flat rent. Flat rent is based on the rental value of the unit, which HUD interprets to be the same as reasonable market value for comparable units in the community. In accordance with the approved Admission and Continued Occupancy Policy, Management must provide the flat rent information along with the income-based rent information annually. At the time of leasing or as part of the

recertification process, the family must complete and sign the Family Choice of Payment addendum to indicate their choice of the rent option.

- c. **Switching Rent Methods to Lower Rent Due to Financial Hardship:** If a family has opted to pay flat rent, and has experienced a financial hardship, the family may request in writing to be switched from the flat rent to an income-based rent. The financial hardship must meet the criteria as described in Chapter 6, pages 32-33 of the Admission and Continued Occupancy Policy. The rent change will be computed in accordance with Section 14.e of this lease.
- d. **Interim Redetermination of the Rent:** The Resident agrees to report any change in family composition or income to the Management Office for the community in which he or she resides, or the Management Office responsible for their community, within ten (10) days of the occurrence of such a change. The Resident's failure to give such notification constitutes grounds for terminating this lease and may result in a retroactive rent change. Rent will not change during the period between regular reexamination unless, during such period, there has been a change in any of the following:
- (1) Household composition;
 - (2) Sources and/or amount of household income;
 - (3) Household members receiving income;
 - (4) Rent formulas or procedures are changed by Federal law or regulation; **or**,
 - (5) If it is found that the Resident has misrepresented the facts upon which the rent is based so that the rent the Resident is paying is less than the rent that should have been charged. The Management then may apply an increase in rent retroactive to the first month following the month in which the misrepresentation occurred, not to exceed twelve (12) months.
- A Resident may submit a request for an interim rent change if factors affecting the family's income represent an extraordinary decline in financial resources. This decline in resources must affect the family's income for more than 30 days.
- e. **Rent Adjustments:** The Resident will be notified in writing of any rent adjustment due to the situations described above. All the notices will state the effective date of the rent adjustment.
- (1) An adjustment in rent (increase or decrease) due to the annual recertification will become effective on the recertification anniversary date or on the first day of the month after a thirty (30) day notice had been sent.
 - (2) An interim adjustment in rent resulting in a rent decrease by one or all of the above changes will take effect on the first day of the month following the month in which the change in circumstances takes place, providing the Resident reported the change in a timely manner, as specified above.

- (3) An interim adjustment in rent resulting in a rent increase will become effective the first day of the second month following the month in which the change occurred, or on the first day of the month after a thirty (30) day notice had been sent.
- (4) In the case of a rent increase due to misrepresentation, failure to report a change in family composition, or failure to report a change of income, or household member receiving income, the Management will apply the increase in rent retroactive to the first day of the month following the month the change occurred.
- (5) When Management redetermines the amount of rent payable by the Resident, not including Management's determination of the schedule of utility allowances, Resident may ask for an explanation stating the specific grounds of Management's determination, and if Resident does not agree with the determination, Resident has the right to request a hearing under the Grievance Procedure referenced herein.

f. **Transfers:** The Resident agrees that if Management determines that the size or design of the dwelling unit is no longer appropriate for the Resident's needs, the Management will send the Resident written notice. If Management has an apartment of appropriate size or design available for the Resident, the Resident agrees to accept the Management's offer of an apartment of appropriate size or design and agrees to move to that apartment within seven days of receiving the offer. The Resident's failure to move to an apartment of appropriate size or design constitutes grounds for terminating this lease.

- (1) A Resident without disabilities who is housed in an accessible or adaptable unit must transfer to a unit without such features should a Resident or Applicant with disabilities need the unit.
- (2) If a Resident makes a written request for a special unit in support of a documented disability the Management may transfer the Resident to another unit with the special features requested.
- (3) The Management will consider any Resident requests for transfers in accordance with the transfer policy established in the Admission and Continued Occupancy Policy.
- (4) Involuntary transfers are subject to the Grievance Procedure, and no such transfers may be made until either the time to request a Grievance has expired or the procedure has been completed.
- (5) A transfer may be requested due to household "splits" where overcrowding exists because of a dual-family situation caused by birth(s) to existing family members. The head of the second family must be 18 years old or older. He/she must make an application through the normal process. The applicant must meet eligibility requirements and, if approved, will be considered a "priority three" transfer.

g. **Community Service Requirement:** All non-exempt adult residents are required to participate for at least eight (8) hours per month in community service or in an economic self-sufficiency program. Failure to comply with the community service requirement as described in Chapter 11 of the Admissions and Continued Occupancy Policy will result in non-renewal of the twelve (12) month lease.

- h. **Signing Documents:** The head of household and any member of the household whose name appears on the lease who is eighteen (18) years of age or older must appear at the Management Office to sign all necessary documents, as notified by Management. Failure to sign all necessary documents constitutes grounds for terminating this lease.
15. **Failure to Enforce the Lease:** No failure by the Management to insist upon the strict performance of any covenant, duty, agreement, or condition of this lease or to exercise any right or remedy consequent upon a breach thereof will constitute a waiver of performance of any such covenant, duty, agreement, or condition or of any right or remedy consequent upon a breach thereof. No waiver will extend to any future such breaches nor prejudice any rights or remedies whatever in regards thereto.
16. **Non-Liability of Lessor:** The Management will not be liable for any damage or injury to the person or the property of the Resident, the Resident's household or guests caused or contributed to directly or indirectly by or from any interruption of utilities, defects in the structure, appliances, electrical wiring, plumbing, heating, or by fire, smoke, water, wind, or acts of nature or other occurrences unless such injury, loss, or damage is caused by the negligence of the Management. The Management will not be responsible for any accident, assault, burglary, vandalism, or other crimes to the Resident, or the Resident's household or guests. All goods and chattels placed or stored in or about the property are the risk of the Resident. The Management strongly recommends that the Resident secure insurance to protect against loss, damage or injury.
17. **Obligations of Management:**
- a. The Management will maintain the Premises in a decent, safe and sanitary condition and will comply with local housing and building codes and applicable regulations of the Department of Housing and Urban Development. The Management will maintain in safe working order the electrical, plumbing, sanitary, heating and ventilating equipment, facilities and appliances, including elevators, supplied or required to be supplied by the Management. If and where appropriate, the Management will provide and maintain centrally located garbage and trash receptacles for the use of the Resident.
- b. If a physical or structural defect hazardous to life, health or safety is reported by the Resident to the Management, then Management will exercise due diligence to correct the same, effect its correction, or offer to the Resident temporary alternative accommodations within the Community. If the Management fails for seventy-two (72) hours to correct such a defect or to provide such temporary accommodations, then the Resident's rent will abate during the time such defects exist if continued occupancy is lawful, and provided the Resident continues to reside in the Unit. Rent will not abate if the Resident rejects temporary alternative accommodations, or if the Resident, his household or guests, caused the damage or defect.
- c. Management will supply running water and reasonable amounts of hot water and reasonable amounts of heat at appropriate times of the year (according to local customs and usage), except where the building that includes the Unit is not required by law to be equipped for that purpose, or where heat or hot water is generated by an installation within the exclusive control of the Resident and supplied by a direct utility connection.

- d. The Management will provide and maintain locks and peepholes as required by local ordinances. The Resident may install, within the premises, new burglary prevention devices approved by the Management, provided installation does no permanent damage to any part of the premises. A duplicate of all keys and instructions of how to operate all devices must be provided to the Management.
- e. The notify the Resident of the specific grounds for any proposed adverse action by Management, including, without limitation, a proposed lease termination, transfer of the Resident to another apartment, or imposition or charges for maintenance or repair or for excess consumption of utilities. When Management is required to afford Resident the opportunity for a hearing under the grievance procedure, the notice of proposed adverse action shall inform Resident of the right to request such a hearing. In the case of a lease termination, a notice of lease termination in accordance with Section ___ of this lease shall constitute adequate notice of a proposed adverse action. In the case of a proposed adverse action other than a proposed lease termination, Management shall not take the proposed action until the time for the Resident to request a grievance hearing has expired and the grievance process has been completed.
- f. Management will consider lease bifurcation, as provided in 24 C.F.R. §5.2009, in circumstances involving domestic violence, dating violence, sexual assault, or stalking addressed in 24 C.F.R part 5, subpart L, provided that no assistance will be given for an individual who does not meet public housing eligibility and 24 C.F.R. § 5.508(h) applies to admission of evidence of citizenship or eligible immigration status.

18. **Obligations of Tenant:**

- a. **Subletting:** The Resident agrees not to assign this lease, nor to sublet or transfer possession of the premises, nor give accommodations to boarders or lodgers or other persons not named in Section 2 of this lease without the prior written consent of the Management. Subletting includes receiving payment to cover rent and utility costs by a person living in the unit who is not listed as a family member or on the family composition. The Resident further agrees not to use or permit the use of the Unit for any purpose other than as a private residence solely for the use of the Resident and the members of the Resident's household named in Section 2. The running of any unauthorized businesses from the premises (for profit/money) to include but not limited to the sale of alcohol, beverages, food, snacks etc. is prohibited.
- b. **Use of Unit/Visitors:** The Resident agrees not to use or permit the use of the Unit for any purpose other than as a private dwelling unit solely for Resident and his family and/or dependents and not to give accommodation to boarders or lodgers. Any person not included on this lease, who has been in the unit more than 14 days in a 12-month period, will be considered to be living in the unit as an unauthorized household member, and the resident will be considered in violation of Section 2 of this lease. This provision does not exclude reasonable accommodation of Resident's guests and visitors not exceeding fourteen (14) days total during any calendar year.

In the event the family expects a visit to exceed 14 days, the family must submit a request for an extended visit within one business day of the maximum allowable time, the request to Management must be in writing, stating the reasons for the extended visit, and request

that the Management approve the extended visit. 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.

A family may request an exception to this policy for valid reasons (e.g., care of a relative recovering from a medical procedure expected to last 20 consecutive days). An exception will not be made unless the family can identify and provide documentation of the residence to which the guest will return. Such extended visits will not occur unless approved by the Management. With the consent of Management, members of the household may engage in legal-profit activities in the Unit, where Management determines that such activities are incidental to primary use of the Unit for residence by members of the household.

- c. **Policies, Rules and Regulations:** The Resident agrees to abide by such necessary and reasonable policies, rules and regulations as may be established by the Management for the benefit and well being of the Community and its residents. Policies, rules and regulations will be posted in the Management Office and are incorporated by reference in this lease.
- d. **Pet Policy:** Resident agrees not to keep any dogs, cats, or other pets in the dwelling unit, in or on the premises, or in the Community except as allowed by the Pet Policy posted in the Management Office and set forth in Chapter 10 of the SRHA's Admissions and Continued Occupancy Policy, which is incorporated by reference into this lease. Written consent of the Management is required for a pet or pets, and such consent will be given only if the Resident complies with the terms of the Pet Policy and the related Consent Form (or forms), all of which are incorporated by reference into this lease.
- e. **Safety:** Resident agrees to comply with all applicable building and housing codes affecting health and safety, and shall not keep flammable liquids or other highly combustible materials in or near the Unit.
- f. **Smoke Detectors/Carbon Monoxide Detectors:** Resident agrees to ensure that the properly functioning smoke detector(s) and/or carbon monoxide detector(s) in the Unit are not tampered with, disabled (to include removal of the battery from the smoke detector and/or carbon monoxide detector(s)), or removed by the Resident, any member of the Resident's household, a guest, or any other person under the Resident's control.
- g. **Housekeeping Standards and Mold and Mildew:** Resident agrees to keep the Unit, Premises, halls and laundry rooms appurtenant thereto in a neat, clean and safe condition and take steps to properly ventilate and dehumidify the Unit to prevent the growth of mold and mildew in accordance with the Suffolk Redevelopment and Housing Authority Housekeeping Standards as provided to and acknowledged by Resident and posted in the Management Office and which are incorporated by reference in this lease.
- h. **Trash Disposal:** Resident agrees to dispose of all ashes, rubbish, and other waste from the Unit in a sanitary and safe manner. To refrain from and cause members of Resident's household, guest or invitee to refrain from littering or leaving trash and debris in common areas.

- i. **Use of Appliance and Equipment:** Resident agrees to use the appliances and equipment in and about the Unit (i.e. electrical, plumbing, sanitary, heating, ventilating, air-conditioning and other facilities and appurtenances) only in a normal, reasonable and prudent manner, and shall return the same to Management in good order and condition, normal wear and tear excepted, upon termination of the tenancy.
- j. **Destruction of Unit or Premises:** Resident agrees to refrain from, and to cause members of the Resident's household guests and invitee to refrain from, destroying, defacing, damaging or removing any part of the Unit or Premises.
- k. **Repair of Damages:** Resident agrees to pay reasonable charges (other than for wear and tear) for the repair of damages to the Unit, or to the Premises (including damages to building, facilities or common areas) caused by the Resident, a member of the Resident's household, a guest or invitee.
- l. **Disturbances, Noise, etc.:** The Resident agrees not to make or permit to be made by any household member, any guests, or any other persons on the premises with the consent of any household member any disturbing noises or do or permit any act that unreasonably interferes with health, safety or the rights of peaceful enjoyment, comforts or convenience of the other residents of the community. The Management may terminate the lease if the Management determines that alcohol abuse by the Resident, member of the Resident's household, or any guests has interfered with the health, safety or right to peaceful enjoyment of the premises by other residents.
 1. **Unattended Children (Minors):** In situations of endangerment the resident will be reported to Police and/or Social Services.
 2. **Bus Stop Behavior:** The head of household is responsible for the behavior of any minor child that lives in their household. It is expected that no child bully, pick on, verbally or physically intimidate, or threaten any other child at any time.

Illegal or Offensive Activity: Resident agrees to refrain from engaging in any violent or threatening conduct on or near the Premises and to refrain from engaging in any violent or threatening conduct on/off the Premises if such conduct is directed at or adversely affects any other members of the Community or PHA employees. Resident agrees to act in a cooperative manner with other members of the community and or PHA employees. Resident agrees not to engage in or permit any member of the household, any guests, or any other persons on the premises with the consent of any member of the household to engage in illegal activity or other activity that degrades the physical or social environment of the community, including the manufacture, distribution, sale, possession, or use of any controlled substances (drugs) or contraband paraphernalia associated with controlled substances.

1. Resident agrees to assure that Resident, any member of Resident's household, or a guest shall not engage in:
 - a. Any criminal activity that threatens the health, safety or right to peaceful enjoyment of Public Housing Premises by other residents or employees of Management; or

- a. The Resident agrees to permit the Management to enter the apartment for the purpose of performing routine inspections and maintenance, or for making improvements or repairs. Such entry may be made only during reasonable hours. When the Resident requests maintenance assistance they grant Management permission to enter the premises unless otherwise noted by resident.
- b. The Management will have the right to enter the premises without prior notice to the Resident, if the Management reasonably believes that an emergency exists that requires such entry.
- c. If minor children are left unattended and there is no adult member of the Resident's household present Management will not enter the unit. Except in case of emergency or is necessary for the health or safety of the child/children.

23. Move-out Inspections: When the Resident vacates, the Management will inspect the apartment for the purpose of determining any damage beyond normal wear and tear for which damage the Resident is responsible. Unless the Resident vacates the premises without giving notice to the Management, the Resident may join in such an inspection by notifying the Management of the Resident's desire to be present. The Management will notify the Resident of the date and time of the inspection, which will be within seventy-two (72) hours of termination of occupancy. Upon completion of the inspection the Management will furnish the Resident with an itemized list of damages to the apartment known to exist at the time of the inspection.

24. Legal Notices: Except as provided in Section 33 of this lease, any notice required hereunder will be sufficient if delivered in writing to the Resident personally, or to an adult member of the Resident's household residing in the apartment, or, if sent postage paid by first class United States mail, addressed to the Resident at the apartment. Notice to the Management must be given to an employee of the Management Office of the apartment complex within which the Resident resides or to the main office of the Suffolk Redevelopment and Housing Authority, 530 East Pinner Street, Suffolk, Virginia 23434.

25. Termination of Lease by Resident:

- a. This lease may be terminated by the Resident at any time by giving fifteen (15) days advance written notice delivered to an employee of the Management Office which serves the community within which the Resident resides. If the Resident fails to give the Management proper notice, the Management may charge the Resident rent for up to fifteen days.
- b. The Resident agrees that it is his/her responsibility to leave the premises and assigned area in good, clean condition, reasonable wear and tear excepted, and to return all keys to the Management Office before the close of business upon the date of vacating. The Resident understands that if keys are not returned prior to the close of business, the Resident will continue to be held responsible for the dwelling unit and will be charged rent through the next business day; if the Resident fails to notify the Management that he/she has vacated the premises and does not turn in the keys, the Resident will continue to be held responsible for the dwelling unit and will be charged rent through the date Management obtains possession of the premises.

26. Termination of Lease by Management:

- a. This lease may be terminated by the Management at any time by giving the Resident a written notice in accordance with this section of this lease, subject to the following conditions: The Management will not terminate or refuse to renew this lease except for serious or repeated violation of material terms of the lease, or other good cause, including, but not limited to:
- (1) The Resident's nonpayment of rent and/or other charges due under this lease; or
 - (2) The repeated late payment of rent, which is defined as the Resident's receipt of three (3) summons for unlawful detainer and/or warrants in debt within a twelve-month period for nonpayment of rent and/or other charges; or
 - (3) The Resident's failure to pay utility bills to utility supplier.
 - (4) The Resident's repeated failure to maintain the premises in compliance with Section 11 of this lease; or in the event of a second (2nd) fire damaging the Unit for which the Suffolk Department of Fire and Rescue determines that the probable cause of the fire was accidental in origin, caused by the fault or negligence of the Resident, his household, guests or other occupants of the premises; or one (1) instance in which Management receives from the Suffolk Department of Fire and Rescue written determination that a fire damaging the dwelling unit was incendiary in origin and originated within the unit; or
 - (5) The Resident's failure to provide required information to comply with Section 14 of this lease by not supplying in a timely fashion any certification, release of information, or documentation of family income or composition needed to process annual reexaminations or interim determinations; or
 - (6) Fraud, or misrepresentation of income, assets or family composition, on the part of Resident;
 - (7) The Resident's noncompliance with the occupancy requirements of this lease as cited in Section 2 above;
 - (8) The Resident's continued violation or breach of any of the material terms of this lease, after written notice; or
 - (9) **The Resident's non-compliance with the terms of the "Smoke Free Policy"**
 - (10) When it has been determined by the Management that the electrical, mechanical, or safety equipment (such as a smoke detector or carbon monoxide detector) located in the apartment has been tampered with; or
 - (11) Serious or repeated failure by the Resident, any member of the Resident's household, a guest or other person under the Resident's control to comply with the Management's rules and regulations pertaining to the community; or

- (12) The Resident's use of the unit or allowing others to use the unit for illegal activity or other activity which tends to harm the environment of the Community; or
 - (13) Either of the following types of criminal activity, by the Resident, any member of Resident's household, or a guest:
 - a. Any criminal activity that threatens the health, safety, or right to peaceful enjoyment of the Public Housing Premises by other residents or employees of Management; or
 - b. Any drug-related criminal activity on or off the Public Housing Premises. For purposes of this dwelling lease, the term drug-related criminal activity means the illegal manufacture, sale, distribution, use, simple possession, or possession with intent to manufacture, sell, distribute or use a controlled substance; or
 - (14) Either of the following types of criminal activity by a person under the Resident's control:
 - a. Any criminal activity that threatens the health, safety or right to peaceful enjoyment of the Premises by other residents, PHA employees; or
 - b. Any drug-related criminal activity on the Premises.
 - (15) The Resident's failure to keep the Unit and Premises that he/she occupies and uses, as well as the front and back yards, in as neat, clean and safe condition as the state of the premises permits and in accordance with Management's Housekeeping Standards; or
 - (16) Resident's alcohol abuse, disturbances, noises, etc. that interferes with the health, safety, or right to peaceful enjoyment of other residents; or any other persons on the premises with the consent of any household member any disturbing noises or do or permit any act that unreasonably interferes with health, safety or the rights of peaceful enjoyment, comforts or convenience of the other residents of the community.
 - (17) Violation of the "visitors / unauthorized guests" provisions of Section 17 of this lease;
 - (18) Resident's involvement in any act to assist a barred individual in violation of the Trespass Policy;
 - (19) Resident's refusal to attend the Fire Safety Program; or
 - (20) For other good cause.
- b. When termination is due to the Resident's nonpayment of rent, duly imposed under Section 3 of this lease, such notice will be given not less than ~~fourteen (14)~~ **thirty (30)** days prior to termination.

- c. When termination is due to criminal activity, other activity that threatens the peaceful enjoyment or safety of other residents, their guests or employees of the Management, any drug-related activity on or off the premises, any violent criminal activity on or off the premises, or any activity resulting in a felony conviction, such notice will be given as is commensurate with the exigencies of the situation.
- d. When termination is due to any other reason not mentioned in sections b. or c. above, such notice will be given not less than thirty (30) days prior to termination.
- e. Notice of termination by either party to this lease may be given on any day of the month.
- f. In the event that the Management elects to terminate this lease, the notice of termination will advise the Resident of the following:
 - (1) The specific reasons for the termination; and
 - (2) The Resident's right to make such reply or explanation the Resident may wish; and
 - (3) The Resident's right, if he/she is eligible, to request a hearing in accordance with the Management Grievance Procedure.
 - (4) When termination is due to engaging in criminal activity, Management will notify the local post office serving the unit that the individual or family no longer resides in the unit.

27. Grievance Procedure: All grievances arising under this lease will be processed and resolved pursuant to the Grievance Procedure of the Management, which procedure is set forth in Management's Admissions and Continued Occupancy Policy and posted in the Management Office and is incorporated by reference into this lease. The purpose of this procedure is to afford residents the opportunity for a hearing of a dispute with the Suffolk Redevelopment and Housing Authority.

- a. Grievance shall mean any dispute which a Resident may have with respect to a Management action or failure to act in accordance with the individual Resident's lease, or Management's regulations which adversely affect the individual Resident's rights, duties, welfare or status, exclusive of an eviction or termination of tenancy based upon (1) a Resident's creation or maintenance of a threat to the health and safety of other residents, their guests or Management employees, (2) any drug-related criminal activity on or off the premises, (3) any violent criminal activity on or off the premises; or (4) any activity resulting in a felony conviction.
- b. A grievance must be initiated within ten (10) business days of the Management action or failure to act in accordance with the individual Resident's lease or Management's regulations. Any grievance shall be presented either orally or in writing, to the manager of the apartment complex or the manager's designee at the Management Office of the apartment complex in which the complainant resides.

28. Changes: The Management will promulgate rules, regulations and schedules of special charges to be incorporated into this lease by reference in such manner and to such extent as the Management in its discretion may deem necessary and appropriate. Except for changes in rules, regulations and schedules

of special charges incorporated into this lease by reference, this lease may only be modified by a written endorsement, which is executed by the Residents whose signatures appear on this lease and which will be binding upon all the Residents. This lease, together with any future endorsements or adjustments of rent, evidences the entire agreement between Management and the Resident. The documents incorporated in this lease by reference may be modified from time to time by Management, after Management provides the Resident an opportunity to present written comments, which shall be taken into consideration by Management, prior to the proposed changes becoming effective by:

- a. Delivering to the Resident or sending to the Resident by prepaid, first-class mail, at least thirty (30) days written notice setting forth the proposed modifications and the reasons; or
- b. Posting a copy of such notice for at least thirty (30) days in at least two (2) conspicuous places within each apartment complex including the Management Office, where it shall be available for inspection by the Resident during normal business hours.

29. Definitions: The Management may, from time to time, define or redefine terms included in this lease. Such definitions will be posted in the Management Office and will be deemed to be incorporated herein by reference.

SUFFOLK REDEVELOPMENT AND HOUSING AUTHORITY

By: _____
Property Manager

_____, Resident

_____, Resident

_____, Resident

_____, Resident

This lease was explained to the Resident by _____ on _____.