

Richmond Redevelopment and Housing Authority



DWELLING LEASE



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Approved October 2010

**RICHMOND REDEVELOPMENT
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PART 1 OF THE DWELLING LEASE AGREEMENT

**RICHMOND REDEVELOPMENT AND HOUSING AUTHORITY
DWELLING LEASE**

THIS LEASE, made this _____ day of _____, 20_____, by and between **RICHMOND REDEVELOPMENT AND HOUSING AUTHORITY** (hereinafter called "Landlord" or "RRHA"), and _____ and _____, hereinafter called "Tenant" and "Co-Tenant", respectively).

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

PART I OF THE DWELLING LEASE AGREEMENT

- A) Household Composition:** Tenant's household is composed of the individuals listed below. (List natural family members before live-in aides or foster children.) All members of the family over age 18 shall execute any addenda to the lease.

| Name | Relationship | Age & Birthdate | Social Security # |
|------|--------------|-----------------|-------------------|
| 1. | Head | | |
| 2. | | | |
| 3. | | | |
| 4. | | | |
| 5. | | | |
| 6. | | | |
| 7. | | ___ / / | - - - - - |
| 8. | | ___ / / | - - - - - |

- B) Term:** The term of this lease shall be one calendar year, renewed as stipulated in Paragraph 1 of Part II of this Lease and shall commence on _____.

- C) Rent:** Initial Rent (prorated for partial month) shall be \$_____.

Thereafter, Rent in the amount of \$.__ per month ("Rent") shall be payable, in advance, on the first day of each month, and shall be delinquent after the eighth (8th) day of said month and, if applicable, a utility reimbursement of \$ _____ per month (if applicable) shall be paid to the utility supplier by RRHA for Tenant. Rent is due each month until changed as described in Part II, Paragraph 6 of the Lease.

Tenant has elected to pay Income based rent Flat rent.

- D) Security Deposit:** Tenant agrees to pay _____ as a security deposit. See Paragraph 3 of Part II of this Lease for information on treatment of the Security Deposit.

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E) Utilities and Appliances: RRHA-Supplied Utilities: If indicated by an (X) below, RRHA provides the indicated utility as part of the Rent for the Unit:

(x) Electricity (x) Natural Gas () Heating Fuel (x) Water (x) Sewerage
Other: _____

If indicated by an (X), RRHA shall provide the following appliances for the premises:

(x) Cooking Range (x) Refrigerator

F) Charges for Excess Electricity Usage. If indicated by an (X) below, the Unit utilizes submetering equipment to measure electricity consumption by Tenant. Bill will be rendered based on readings of such equipment. Tenant receives a utility allowance in the amount below to cover reasonable usage of electricity and is charged (at RRHA's rate) for any use that exceeds the allowance.

() Electricity Allowance* _____ kWh

*The Electricity Allowance is subject to change consistent with the provisions herein.

G) Charges for Excess Appliances: Charges for excess appliances are due per the following:

Air Conditioners: An additional charge of \$_____ per month will be payable for each air conditioner in the Unit **for each month of occupancy.**

Other Appliances: If checked below, an additional charge of \$_____ per month for each month of occupancy for each excess appliance on the premises.

() Freezer, type _____ () Extra Refrigerator
() Air conditioner not exceeding _____ BTUs
() Dryer () Other: _____

H) Utility Allowances: Tenant-Paid Utilities: If indicated by an (X) below, RRHA shall provide Tenant with a Utility Allowance in the monthly amount totaling \$_____ for the following utilities: () Electricity () Gas () Heat () Water () Sewerage () Trash removal

HI) Addenda Applicable to this Lease:

RRHA Rules and Regulations
Mold Addendum
Pet Policy Addendum
Satellite Addendum
Bed Bug Addendum
Smoke-Free Addendum

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PART 2 OF THE DWELLING LEASE AGREEMENT

DEFINITIONS

"ACOP" means RRHA's Admissions and Continued Occupancy Policy.

"Adult" means an individual 18 years of age or older.

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

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

"Rent" means ~~all money, other than a Security Deposit or Pet Deposit, owed or paid to RRHA under the Lease, including prepaid Rent paid more than one month in advance of the rent due date~~ the amount payable monthly by the Tenant for the possession and use of the Unit, including prepaid Rent paid more than one month in advance of the rent due date.

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

1. **Lease Term:**

This Lease commences upon occupancy and continues for a term of one year thereafter; provided, however, that in the absence of a Notice of Termination of Lease described in Paragraph 10 below, this Lease will be automatically renewed for successive terms of one year each upon payment each month by Tenant of the Rent as specified herein or as adjusted by an endorsement or rider to this Lease executed in accordance with the provisions of Paragraph 16 below.

2. **Payment of Rent and Other Charges; Late Fees:**

Monthly Rent for the unit shall be due and payable in advance on the first day of each month, without demand therefore. ~~Payments of Rent and any other charges due under this Lease and~~ should be mailed to Richmond Redevelopment and Housing Authority, Post Office Box 791296, Baltimore, MD, 21279-1296, or at any other place designated by RRHA upon written notice to Tenant. Payments of cash and partial payments will not be accepted. To insure proper credit, the rent payment check or money order should show the Unit Number or the 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 Landlord by the eighth day of the month (or by 5:00 p.m. of the next business day in the event the eighth day of the month falls on a weekend or holiday recognized by RRHA) ~~will subject Tenant to a late charge of \$15.00 and legal proceedings is considered late and will subject Tenant to legal proceedings as described herein and as otherwise permitted by law.~~ Postmarks or other evidence of deposit in the United States mail shall not be considered in determining the time of receipt of any item. ~~Late charges shall be due and collectible on the first day of the month following the assessment of the late charge.~~ Landlord shall not be responsible for the failure of the United States Postal Service to deliver Rent payments by the eighth of the month. ~~RRHA shall apply payments received to the oldest amount due.~~ Tenant shall pay a returned check fee in the amount of Thirty Dollars (\$30.00) for any check returned for insufficient funds. Thereafter, Tenant shall be required to make all future payments by cashier's check or money order. If Rent, or any other charge owed to Landlord by Tenant pursuant to this Lease, remains unpaid on the eighth day after the date upon which such Rent or other charge is due, Tenant shall pay a late fee of \$15.00. Only one late fee will be charged per month. Late fees will be due and collectible on the first day of the month following the assessment of the late charge.

3. **Security Deposit:**

Tenant agrees to pay Landlord at the time of signing the Lease **\$200.00** as a Security Deposit. Landlord shall hold the Security Deposit to be used at the termination of the Lease to reimburse Landlord for the cost of repairing any damage to the Premises or any of Landlord's equipment as may be caused by Tenant, his household or guests, and to be applied against any Rent or other charges owed to Landlord by Tenant at termination. Any portion of Security Deposit and earned interest not used for these purposes will be mailed to Tenant at the forwarding address furnished by Tenant. Interest will be accrued on the Security Deposit which Landlord holds for thirteen (13) months or longer at the rate established by laws of the Commonwealth of Virginia. An itemized statement of deductions from the Security Deposit will be mailed to Tenant at the forwarding address no later than forty-five (45) days after Tenant vacates the Unit. Tenant may not use the Security Deposit to pay Rent or other charges.

4. **Utilities:**

~~Landlord agrees to furnish the following utilities as reasonably necessary: heat, hot and cold running water, and electricity for lighting and general household appliances. No charge will be imposed for providing these utilities unless Tenant's consumption of ELECTRICITY exceeds during any monthly utility billing period the allowance in kilowatt hours (KWH) of ELECTRICITY posted at the Community Management Office. Amounts billed for excess ELECTRICITY consumption shall be due and collectible on the first of the month following the notice of the charge, provided that Tenant has at least two weeks notice. RRHA may establish a system of utility sub metering, and/or other methods of calculating costs, for one or more of those utilities that~~

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~~are not currently billed to Tenant for excess consumption. RRHA reserves the right to adjust the utility charges, at any time, based on increased costs, consumption and/or utility rates, as is deemed necessary at its sole discretion. Tenant shall obtain Landlord's written permission prior to the installation of any additional appliances noted in Part I, Paragraph G of the Lease. If Tenant is granted permission to install any additional appliances, Tenant may be required to pay all costs related to the installation of the additional appliances. Landlord will not be responsible for failure to furnish utilities by reason of any cause beyond its control. Landlord shall not be liable for any interruption of utility services. Landlord may turn off equipment and interrupt utilities as needed to avoid property damage or to perform work requiring such interruptions. Landlord shall act with customary diligence in making repairs and reconnections, and Rent shall not abate. All replacement electric bulbs for the unit's fixtures shall be furnished by Tenant and shall not be removed upon Tenant vacating the Unit. RRHA reserves the right to adjust the utility charges, at any time, based on increased costs, consumption and/or utility rates, as is deemed necessary in accordance with all applicable HUD regulations. RRHA may establish a system of utility sub metering, and/or other methods of calculating costs, for one or more of those utilities that are not currently billed to Tenant for excess consumption.~~

- A. RRHA Supplied Utilities: If indicated by an (X) on Part I, Paragraph E of the Lease, RRHA will supply the indicated utility: electricity, natural gas, heating fuel, water, sewerage.
- B. Charges for Excess Utility Usage: If indicated by an (X) on Part I, Paragraph F of the Lease, an allowance shall be provided for submetered utilities supplied by RRHA. The utility allowance amount shall be listed in Part I, Paragraph F of the Lease. The amount of the utility allowance shall be equal to the estimate of the monthly cost of the reasonable consumption of utilities for the Unit by an energy-conservative household of modest circumstances sufficient to maintain the requirements of a safe, sanitary and healthful living environment. Tenant agrees to pay RRHA charges for the use of utilities supplied by RRHA which exceed the utility allowance. Amounts billed for excess utility consumption shall be due and collectible on the first of the month following the notice of the charge, provided that Tenant has at least two weeks' notice. All disputes relating to the amount of the tenant's bill and the accuracy of the equipment will be between the tenant and RRHA. Requests for relief from charges for excess consumption of RRHA purchased utilities may be granted on reasonable grounds, including special needs of elderly, disabled residents, or special factors affecting utility usage not within the control of the resident. RRHA may change the utility allowance at any time during the term of the lease, and shall give Tenant 60 days written notice of the revised allowance.
- C. Charges for Excess Appliances: If indicated by an (X) on Part I, Paragraph G of the Lease, Tenant shall obtain Landlord's written permission prior to the installation of any additional appliances noted. If Tenant is granted permission to install any additional appliances, Tenant may be required to pay all costs related to the installation of the additional appliances. A monthly service charge will be payable by Tenant for the electricity used in the operation of such appliances.
- A-D. Tenant-paid Utilities: If indicated by an (X) on Part I, Paragraph H of the Lease, an allowance for utilities shall be provided for utilities Tenant pays directly to the utility supplier. RRHA may change the utility allowance at any time during the term of the lease, and shall give Tenant 60 days written notice of the revised allowance along with any resultant changes in Rent or Utility Reimbursement, unless such change is the result of a change of 10 percent or more in the utility rate on which such allowance is based.

5. **Damage and Repair:**

Tenant 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 Community, or any of Landlord's appliances or equipment therein. Tenant 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 Community which may lead to damage or injury. Except for normal wear and tear, Tenant agrees to pay reasonable charges for the repair of any damage to the Unit, the appliances or equipment therein, caused by Tenant, his household members, guests, or other persons under Tenant's control. Such charges shall be due and collectible fourteen days after Landlord gives written notice of the charges to Tenant. Tenant agrees to pay the fire damage caused by any fire as to which the Richmond Fire Department provides a written statement indicating that the probable cause of such fire was due to the negligence or fault of Tenant, his household or other occupants of the Unit. After-hours maintenance requests by Tenants that are not an emergency shall be billed at the current overtime rate, plus the cost of materials.

6. **Redetermination of Rent, Dwelling Size and Eligibility:**

Tenant agrees that all changes in family composition or income will be reported to Landlord within ten (10) days of such change. Additions to household members, excluding births, adoptions and court awarded custody, require advanced written approval. Any additions must pass RRHA's screening criteria and the current unit must be an appropriate size to accommodate the addition of the household member. Tenant must wait for RRHA approval before allowing additional persons to move into the premises. At least once a year, when requested by Landlord, Tenant agrees to furnish accurate information to Landlord as to family income, employment and composition, for use by Landlord in determining whether the Rent charged Tenant should be revised, whether the size of the Unit is still appropriate for Tenant's needs, and whether Tenant is still eligible for continued occupancy. These determinations will be made in accordance with Landlord's ACOP available in the Community Management Office. Once the new rental rate is established, it shall remain in effect until the next reexamination or renewal, unless another interim review and change is warranted or Tenant elects to change the method of rent calculation.

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- A. Rent fixed in Part I, Paragraph C above or as adjusted pursuant to the terms hereof shall be effective for the period until rent redetermination unless (i) it is determined by Landlord that Tenant has misrepresented the facts upon which Tenant's Rent is based, in which event any Rent adjustment may be made retroactive; or (ii) there has been a change in family composition or income.
- B. In the event of any adjustment, Landlord will provide written notice of the Rent adjustment to Tenant in accordance with Paragraph 9 below. In case of a Rent decrease, the adjustment will become effective the first day of the month following the change in circumstances giving rise to the adjustment, provided that Tenant has timely reported such change. In case of a Rent increase, Landlord will provide a minimum of thirty (30) days notice of the increase and the adjustment will become effective on the first of the month following the 30 day notice to Tenant, provided that Tenant has timely reported such change.
- C. If Landlord determines that the size of the Unit is no longer appropriate to Tenant's needs, and if Landlord has a unit of the appropriate size available for Tenant, then Landlord may terminate this Lease, provided Landlord has offered the unit of appropriate size to Tenant. Tenant shall pay the cost of such relocation.
- D. In all cases of transfer, other than emergency, following appropriate noticing, the Landlord will give the Tenant at least five (5) business days within which to transfer; failure of Tenant to so transfer within five (5) business days shall result in the assessment of prorated Rent charges for both units; failure of Tenant to accept the transfer within five (5) business days, or to complete the transfer within fifteen (15) calendar days, shall be grounds for lease termination from both units.
- E. In the case of fraud, misrepresentation, false statements or failure on the part of Tenant to disclose material facts having an effect on Landlord's calculation of rent, utilities, eligibility or family composition, such act(s) shall be grounds for Landlord to terminate this Lease.
- F. When Landlord re-determines the amount of rent payable by Tenant, not including determination of Landlord's schedule of Utility Allowances for families in the Public Housing Program, or determines that Tenant must transfer to another unit based on family composition, Tenant may ask for an explanation stating the specific grounds of Landlord's determination, and if Tenant does not agree with the determination, Tenant has the right to request a hearing under the Grievance Procedures referenced herein.

7. **Obligations of Landlord:**

- A. Landlord will keep community buildings, facilities, and common areas, not otherwise assigned to Tenant for maintenance and upkeep, in a clean and safe condition.
- B. Landlord will comply with the requirements of applicable building codes, housing codes and U.S. Department of Housing and Urban Development (HUD) regulations materially affecting health and safety.
- C. Landlord will make necessary repairs to the Premises.
- D. Landlord will 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).
- E. Landlord will maintain in good and safe working order the electrical, plumbing, sanitary, heating and ventilating equipment, facilities and appliances supplied or required to be supplied by Landlord.
- F. Landlord will notify Tenant of the specific grounds for adverse action by Landlord. Such adverse action includes, but is not limited to, a proposed lease termination, transfer of Tenant to another unit, or imposition of charges for maintenance and repair, or for excess consumption of utilities. When Landlord is required to afford Tenant the opportunity for a hearing under the Tenant Grievance Procedure for a grievance concerning a proposed adverse action:
 - i. The Notice of the proposed adverse action shall inform Tenant of the right to request such hearing. In the case of lease termination, a notice of lease termination shall constitute adequate notice of proposed adverse action.
 - ii. In the case of a proposed adverse action other than a proposed lease termination, Landlord shall not take the proposed adverse action until time to request such a hearing has expired or (if hearing was timely requested) the grievance process has been completed.

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G. Landlord will provide and maintain appropriate receptacles and facilities (except containers for the exclusive use of an individual Tenant family) for the deposit of ashes, garbage, rubbish, and other waste removed from the Unit by Tenant as required by this Lease.

8. **Inspection and Entry of Unit:**

A. Prior to occupancy, Landlord (or its representative) and Tenant (or their representative) will inspect the Unit and will execute a form noting the condition of the Unit and the equipment in it. Tenant will be given a copy of the signed form and a copy thereof will be retained by Landlord in its Tenant folder.

B. Annual inspections will be performed once a year by the property manager or designated party. Tenant must be in compliance with the Housekeeping standards at the time of the annual inspection. Other inspections will be performed throughout the year.

C. Tenant agrees that the duly authorized agent, employee or representative of Landlord will be permitted to enter the Unit for the purpose of examining the condition thereof, for pest control or for making improvements or repairs. Entry made for the purposes of examination and pest control may be made only during reasonable hours and with at least 48 hours notice; provided, however, that Landlord will have the right to enter Tenant's Unit without prior notice to Tenant if Landlord reasonably believes that an emergency exists which requires such entry. A request for maintenance or repair by Tenant shall constitute Tenant's consent to Landlord, or its duly authorized agent, employee or representative, to enter the Unit, without further notice, during business hours for the purpose of making the improvements or repairs requested by Tenant. If no adult member of Tenant's household is present at the Unit at the time of an entry hereunder, Landlord shall leave at the Unit a written statement specifying the date, time and purpose of the entry.

D. RRHA may grant entry to local, state and federal law-enforcement officers in the performance of their duties with search or arrests warrant or in hot pursuit.

E. When Tenant vacates the Unit, Landlord will inspect the Unit and Landlord will give Tenant a written statement of the charges, if any, for which Tenant is responsible. Tenant and/or his representative will be given the opportunity to join in such inspection unless Tenant vacates the Unit without giving notice to Landlord. Keys to the vacated Unit shall be returned to a management staff person during posted business hours only, but within one business day of vacating the unit.

9. **Notices:**

Any notice required hereunder will be sufficient if delivered in writing to Tenant personally, or to an adult member of Tenant's household residing in the Unit, or if sent, postage prepaid by first-class United States mail addressed to Tenant at the Unit. Notice to Landlord must be in writing and either delivered to an employee of Landlord at the Management Office of Landlord, or sent to Landlord by postage prepaid first-class United States mail addressed to Landlord at P. O. Box 26887, Richmond, Virginia 23220. If Tenant is visually impaired, all legal notices will be in an accessible format upon request. Unopened, cancelled first class mail returned by the Postal Service shall be sufficient evidence that notice was given.

10. **Termination of Lease:**

A. This Lease may be terminated by Tenant at any time by giving thirty (30) days advance written notice in the manner specified in Paragraph 9. Tenant agrees to pay the final month's Rent, leave the Unit and yards in a clean and good condition, reasonable wear and tear excepted, free of Tenant's property, and to return all keys to Landlord in accordance with Paragraph 8(E) above when Tenant vacates.

B. Landlord shall terminate or refuse to renew this Lease for serious or repeated violations of the terms of the Lease, including but not limited to:

i. Tenant's failure to make payments due under this Lease in a timely manner. Timely is before late fees are assessed and no more than four (4) times late during the term of the lease or any renewal lease term; or

ii. Tenant's failure to fulfill his obligations as set forth in this Lease; or

iii. Landlord's discovery that Tenant or anyone acting on Tenant's behalf made a material false statement or misrepresentation of fact in connection with Tenant's application to Landlord for admission to public housing; or

iv. A fire damaging the Unit in which the Richmond Fire Department determines that the probable cause of the fire was due to the negligence or fault of Tenant, his/her household, or other occupants of the Unit; or Landlord's receipt of Richmond Fire Department written determination that a fire damaging the Unit was incendiary in origin and originated within the Unit; or

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- v. Tenant's refusal to accept Landlord's offer of transfer or failure to transfer to an appropriate sized unit as required under Paragraph 6(C) above; or
- vi. Tenant's refusal or failure to transfer to another unit if required by Landlord for some lawful purpose or in accordance with Landlord's policies; or
- vii. Fraud, misrepresentation, etc., on the part of Tenant, or someone acting on behalf of Tenant or with Tenant's knowledge and approval, as set forth in herein; or
- viii. Tampering with, disabling (to include removing the battery from), or removing a properly functioning smoke detector in the Unit by Tenant, any member of Tenant's household, a guest, or any other person under Tenant's control; or
- ix. Serious or repeated failure by Tenant, any member of Tenant's household, a guest or other person under Tenant's control, to comply with Landlord's Rules and Regulations pertaining to the Community; or
- x. Either of the following types of criminal activity, by Tenant, any member of Tenant's household, or a guest, which shall not require criminal conviction, but shall be determined by a preponderance of the evidence standard:
 - a. Any criminal activity that threatens the health, safety or right to peaceful enjoyment of Landlord's Public Housing Premises by other Tenants or employees of Landlord.
 - b. Any drug-related criminal activity on or off Public Housing Premises. For purposes of this Lease, the term "drug-related criminal activity" means illegal manufacture, sale, distribution, use, simple possession, or possession with intent to manufacture, sell, distribute, or use a controlled substance; or
- xi. Either of the following types of criminal activity by a person under Tenant's control, which shall not require criminal conviction, but shall be determined by a preponderance of the evidence standard:
 - a. Any criminal activity that threatens the health, safety or right to peaceful enjoyment of the premises by other Tenants; or
 - b. Any drug-related criminal activity on the premises; or
- xii. Tenant'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, which shall not require criminal conviction, but shall be determined by a preponderance of the evidence standard; or
- xiii. Tenant or any member of Tenant's household engaging in any violent or threatening conduct, harassment or retaliation on or near the Premises, or Tenant or any member of Tenant's household engaging in such activity off the Premises if that conduct is directed at or adversely affects any other member of the Community or staff of Landlord, which shall not require criminal conviction, but shall be determined by a preponderance of the evidence standard; or
- xiv. Tenant's failure to keep the Unit and the front and back yards in a neat, clean and safe condition; or
- xv. Tenant's alcohol abuse that interferes with the health, safety, or right to peaceful enjoyment of the premises of other Tenants; or
- xvi. Tenant's failure to provide timely and accurate statements of income, assets, expenses and family composition at admission, interim, special or annual rent re-certification; to attend scheduled re-certification interviews or to cooperate in verification process if Tenant chooses to pay rent based on income; or
- xvii. Tenant's failure to provide notice to Landlord of an anticipated extended absence in excess of thirty (30) days. Notice must be made in accordance with Paragraph 9 herein. If Tenant fails to provide the aforementioned notice, Landlord may, in addition to other remedies available at law, recover actual damages against Tenant and recover possession of the Unit; or
- xviii. Tenant's repeated violation of the Pet Policy; or
- xix. Tenant's inviting or allowing in the Unit or at the Community anyone who to Tenant's knowledge (i) has been banned from the Premises or any other RRHA property, (ii) has been issued a trespass notice, (iii) has engaged in criminal activity that adversely affects the health, safety, and peaceful enjoyment of the Community, or (iv) is currently engaging in criminal activity; or

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- xx. Tenant's death, in the event Tenant is the sole occupant of the Unit. Landlord may treat the unit as abandoned, and in accordance with local law, provide notice as required, terminate the lease and dispose of any unclaimed personal property; or
 - xxi. Failure to pay utility bills when Tenant is responsible for paying such bills directly to the supplier of utilities; or
 - xxii. Serious or repeated damage to the Unit, creation of physical hazards in the Premises or parking areas of the Premises; or
 - xxiii. The unlawful use and/or unlawful possession on any Public Housing Premises of guns or firearms (operable or inoperable), nun chucks or similar instruments, blackjacks, weapons, explosive devises, ammuntion, or the discharging of firearms on RRHA's property; or
 - xxiv. Tenant's fleeing to avoid prosecution, or custody or confinement after a conviction, under the laws of the place from which the individual has fled, for a crime or attempted crime, which is a felony under the laws of the place from which the individual flees. Fleeing to avoid prosecution or custody or confinement after conviction, as described above, shall be grounds for immediate termination of this lease; or
 - xxv. Tenant's violation of a condition of probation or parole imposed under Federal or State law; or
 - xxvi. Failure of Tenant to notify Management whenever Tenant, a household member, guest or another person under Tenant's control engages in criminal activity; or
 - xxvii. Failure to accept RRHA's offer of a lease revision to an existing lease; or
 - xxviii. Failure of a family member to comply with community service requirements (grounds for non-renewal of the lease, only);
 - xxix. For other good cause.
- C. If Rent is unpaid when due, and Tenant fails to pay Rent within fourteen (14) calendar days after written notice is served on Tenant notifying Tenant of his nonpayment, and of Landlord's intention to terminate the Lease if the Rent is not paid within the fourteen (14)-day period, Landlord may terminate the Lease and proceed to obtain possession of the Premises. Any notice of nonpayment of Rent and to vacate (or quit) that is required by state or local law may be combined with, or run concurrently with the notice of lease termination.
- D. When termination is due to criminal or illegal drug-related activity, notice shall not be less than twenty-four (24) hours, unless termination of the Lease is due to the creation by Tenant, his household or guests of a threat to the health or safety of other Tenants or employees of Landlord, in which case notice will be given as is commensurate with the urgency of the situation.
- E. When termination is due to any other reason not mentioned in ~~(2) or (3)~~ Paragraphs 10(C) and 10(D) above, such notice will be given not less than thirty (30) days prior to termination.
- F. Failure of a household member to comply with the community service provision set forth in Paragraph 17(W) of this lease is grounds only for non-renewal of the Lease and termination of tenancy at the end of the one year lease term.
- G. Notice of termination of the Lease shall be given by Landlord in accordance with Paragraph 9 above.
- H. Notice of termination by either party to this Lease may be given on any day of the month.
- I. In the event Landlord elects to terminate this Lease for any reason other than nonpayment of Rent or other charges due under this Lease, the notice of termination must advise Tenant of the following:
- i. The specific reason for the proposed termination and the facts upon which it is based; and
 - ii. Tenant's right, if any, to pursue an Informal Settlement under the Tenant Grievance Procedure, as provided in Paragraph 12 of the Lease.
11. **Hardship in Paying Rent:**
A hardship exists when circumstances beyond Tenant's control make Tenant unable to meet his financial obligations under the Lease. If you are a Tenant who is paying minimum rent and are experiencing hardship in paying your minimum rent, you must notify your property manager before the 8th of the month, or as soon as possible thereafter in the case of an emergency. Failure to do so may result in denying you the right to be

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considered for hardship exemption or payment agreement in accordance with your dwelling lease. **The hardship exemption applies only to the payment of minimum rent.**

12. **Grievance Procedure:**

All grievances, disputes or appeals under this Lease shall be processed and resolved pursuant to the Tenant Grievance Procedure of Landlord, which is in effect at the time such grievance, dispute or appeal arises, which procedure is posted in the Community Management Office and incorporated herein by reference. The Tenant Grievance Procedure shall not be applicable in cases of lease termination for drug-related criminal activity on or off the Premises or for criminal activity that threatens the health, safety or right to peaceful enjoyment of the premises of other Tenants or employees of RRHA. Only the Informal Settlement procedure shall be applicable in cases of lease termination for any reason other than drug related criminal activity or other criminal activity as described above.

13. **Inoperable Automobiles:**

Tenant agrees not to keep or maintain on the Premises or on the streets or alleys of the Community any abandoned or inoperable automobile or motor vehicle or any automobile or motor vehicle which does not bear current and valid licenses and inspection certificates. In no event will any motor vehicle or automobile be permitted on any lawn area, yard, seeded area, playground or property other than a paved street or parking lot.

14. **Vacation of Unit:**

In the event Tenant vacates the Unit with or without notice to Landlord, leaving in the Unit or on the Premises personal property of any nature or description, Landlord shall not be responsible for such property.

15. **Cost of Legal Proceedings:**

If Landlord deems it necessary to institute collection or unlawful detainer court proceedings to enforce its rights or remedies under this Lease, Tenant shall be responsible for all court costs and fees (including Landlord's reasonable attorneys' fees) if Landlord prevails or obtains judgment in the legal proceeding.

16. **Changes:**

This Lease, together with any future endorsements or adjustments of Rent, evidences the entire agreement between Landlord and Tenant. Any endorsement which is executed by Tenant is hereby expressly authorized by and will be binding upon all Co-Tenants. To be effective, any such endorsement must be executed by Landlord. Utility Allowance schedules, Schedules of Charges in Addition to Rent, Rules and Regulations, and the ACOP may be modified from time to time. Tenant shall be given a written 30 day notice of any such modification.

17. **Obligations of Tenants:** Tenant agrees:

- A. Not to assign this Lease, nor to sublease or transfer possession of the Unit;
- B. Not to give accommodation to boarders or lodgers;
- C. To use the Unit solely as a private dwelling for Tenant, and his/her family and/or dependents as identified in Part 1, Paragraph A. This provision does not exclude reasonable accommodation of Tenant's guests or visitors for periods not exceeding thirty (30) days total during any calendar year. With the written consent of Landlord, members of the household may engage in legal profit making activities in the Unit, where Landlord determines that such activities are incidental to primary use of the Unit for residence by members of the household;
- D. To notify Landlord if he/she intends to have a guest or visitor stay for a period seven (7) or more days within three (3) days of the inception of the visit, indicating the dates of arrival and departure;
- E. To abide by such necessary and reasonable rules and regulations as may be adopted by Landlord for the benefit and well-being of the Community and its Tenants, which rules and regulations shall be prominently posted in the Community Management Office and which are hereby incorporated by reference into this Lease;
- F. Not to keep or board any dog, cat or other animal in the Unit or the adjacent grounds of the Community without prior written consent of Landlord. Written consent of Landlord will only be given if Tenant signs a Pet Addendum and complies with the terms set forth in Landlord's Pet Policy which is incorporated by reference into this Lease;
- G. To take reasonable precautions to prevent fires and not to keep flammable liquids or other highly combustible materials in or near the Unit, and to comply with all applicable building and housing codes materially affecting health and safety;

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- H. To ensure that the properly functioning smoke detector(s) in the Unit are not tampered with, disabled (to include removal of the battery from the smoke detector), or removed by Tenant, any member of Tenant's household, a guest, or any other person under Tenant's control;
- I. To keep the interior of the Unit and the front and backyards connected thereto in a neat, clean and safe condition, to notify Landlord promptly of the need for maintenance and repairs, including those that affect moisture and water, and to comply with the provisions of the Mold Addendum to the Lease which is incorporated herein by this reference. Tenant must maintain the yards unless excused from doing so;
- J. To dispose of all garbage, rubbish, and other waste from the Unit in a sanitary and safe manner only in containers approved or provided by RRHA; to refrain, and to cause household members and guests to refrain from placing litter or trash in or upon the sidewalks, parking lots, yards and streets of the Community and from destroying, defacing, damaging, or removing any part of the Unit or Community;
- K. To provide and maintain in the Unit approved interior window covers (Venetian blinds, draperies or window shades, and not sheets or bedspreads);
- L. 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 to return the same to Landlord in good order and condition, normal wear and tear excepted, upon termination of the tenancy;
- M. To conduct himself/herself and cause his/her household and other persons in the Unit and on the Premises to conduct themselves in a manner which will not disturb other Tenants' peaceful enjoyment of their accommodations and which will be conducive to the decent, safe and sanitary condition of the Community;
- N. To refrain from illegal or other activity which would tend to impair the physical or social environment of the Community, evidence of which shall not require criminal conviction, but shall be determined by a preponderance of the evidence standard;
- O. 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 off the Premises if such conduct is directed at or adversely affects any other member of the Community and/or Landlord's staff, evidence which shall not require criminal conviction, but shall be determined by a preponderance of the evidence standard;
- P. (i) To assure that Tenant, any member of tenant's household, or 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 Tenants or employees of Landlord, evidence of which shall not require criminal conviction, but shall be determined by a preponderance of the evidence standard, or (B) Any drug-related criminal activity on or off 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, evidence of which shall not require criminal conviction, but shall be determined by a preponderance of the evidence standard.

(ii) To assure any person under Tenant's control shall not engage in:
(A) Any criminal activity that threatens the health, safety or right to peaceful enjoyment of the premises by other residents, evidence of which shall not require criminal conviction, but shall be determined by a preponderance of the evidence standard; or
(B) Any drug-related criminal activity on the premises, evidence of which shall not require criminal conviction, but shall be determined by a preponderance of the evidence standard;
- Q. To assure that no member of a household engages in an abuse or pattern of abuse of alcohol that affects the health, safety, or right to peaceful enjoyment of the premises by other Tenants;
- R. To act in a cooperative manner with neighbors and RRHA staff. To refrain from and cause members of Tenant's household or guests to refrain from acting or speaking in an abusive or threatening manner toward neighbors and RRHA staff;
- S. Not to make any alterations, modifications or improvements to the Unit (including the construction or installation of fences or other exterior additions or structures), nor to install additional equipment or major appliances, including antennas and satellite dishes, without first obtaining written permission from Landlord. Not to change locks or install new locks on interior or exterior doors;
- T. To provide notice to Landlord of an anticipated extended absence exceeding thirty (30) days. Notice must be made in accordance with Paragraph 9 herein;

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- U. That Tenant and all members of Tenant's Household will comply with Landlord's Community Service Policy/Self Sufficiency ("Policy") which shall be prominently posted in the Community Management Office and which is hereby incorporated by reference into this Lease. Such Policy requires Tenant and all members of Tenant's household who are 18 years of age or older and who are considered non-exempt individuals under the Policy to participate in 8 hours per month for a total of 96 hours per year of community service volunteer activities;
- V. To comply with pest control activities undertaken by RRHA and provide access to the Unit when pest control treatments are scheduled in accordance with RRHA's ACOP;
- W. Not to commit any fraud in connection with any federal housing assistance program and not to receive assistance for occupancy of any other unit assisted under any federal housing assistance program during the term of this Lease;
- X. Not to permit any person who has been barred from entering on to RRHA's property to enter or remain in the Unit, nor encourage any such person to come on to RRHA's property;
- Y. Not to allow any person who is not listed on the Lease to use Tenant's address for any purpose, including, but not limited to, using the address for mailing purposes.
- Z. To keep all sidewalks and other means of ingress and egress to the Unit free of obstruction.

18. **Transfers:**

Tenant agrees to transfer, and to cause all members of Tenant's household to transfer, to another unit if Landlord requires vacant possession of the Unit in order to repair or renovate the Unit or the building in which the Unit is located, which repairs and renovations Landlord, in its sole discretion, determines cannot be accomplished while the Unit is occupied, or if the Unit is otherwise required by Landlord for some other lawful purpose.

19. **Defects hazardous to life, health, or safety of Tenant:**

If the dwelling unit is damaged to the extent that conditions are created which are hazardous to life, health, or safety of the occupants:

- A. Tenant shall immediately notify the property manager of the damage.
- B. Landlord shall be responsible for repair of the Unit within a reasonable time: provided, that if the damage was caused by Tenant, Tenant's household or guests, the reasonable cost of the repairs shall be charged to Tenant.
- C. Landlord shall offer standard alternative accommodations, if available, where necessary repairs cannot be made in a reasonable time, and
- D. Provisions shall be made for abatement of Rent in proportion to the seriousness of the damage and loss in value as a dwelling if repairs are not made in accordance with the applicable provisions herein or alternative accommodations are not provided as set forth above, except that no abatement of Rent shall occur if Tenant rejects the alternative accommodation or if the damage was caused by Tenant, a member of Tenant's household, or a guest.

For purposes of this paragraph, a "reasonable time period" constitutes 72 hours.

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

21. **Liability:**

Landlord shall have no obligation to ensure Tenant's personal safety or property. Neither Landlord, nor its agents, representatives, employees, officers, directors or affiliates will be liable to Tenant, his/her household members, guests, or anyone under Tenant's control for any injury, damage, or loss to person or property, caused by any conduct, criminal or otherwise, of another person, nor for Tenant's personal conflict with other Tenants of Landlord. Landlord shall have no liability to Tenant, his/her household members, guests, or anyone under Tenant's control for personal injury or damage or loss of personal property from, among other things, burglary, theft, vandalism, fire, smoke, rain, flood, water leaks, hail, ice, snow, lightning, wind, explosion, or surges or interruption of utilities. Tenant is urged to obtain insurance to protect against such losses.

22. **Waiver:**

No delay or failure by RRHA in exercising any right under this Lease, and no partial or single exercise of any such right shall constitute a waiver (post or prospective) of that or any other right, unless otherwise expressly provided herein.

23. **Non-Waiver of Rights, Effect of Execution of This Lease With Respect To Existing Tenants:**

As to existing Tenants, this Lease is being executed to comply with HUD requirements to periodically update the Lease to reflect current statutory and regulatory requirements for low income housing leases, or to comply with

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other legal requirements. This Lease is not intended to create a new tenancy but rather to define new terms and conditions for the continuing tenancy of Tenant. The execution of this new Lease does not in any way constitute a waiver by RRHA of any rights to collect any amounts due and owing under any prior lease with Tenant or its predecessor in interest. Further, the execution of this Lease shall not constitute a waiver of RRHA's rights to enforce any provision of any prior Lease, the terms of which will remain in effect as to violations by Tenant. Any prior Lease will be superseded by this Lease only as to matters occurring on or after the date of the execution of this Lease. Any amendment or Rider to this lease issued by RRHA and executed by Tenant shall not constitute a waiver of any rights afforded RRHA or Tenant under this Lease.

- 24. **Incorporation:**
RRHA's ACOP, including the Tenant Grievance Procedure, Utility Allowance Schedule, and List of Standard Charges, is incorporated by reference herein and deemed a part of this Lease. Any capitalized terms not defined in the Lease shall have the meanings ascribed in the ACOP.
- 25. **Controlling Law:**
The Virginia Residential Landlord Tenant Act (the "Act"), as amended, is applicable to this Lease and the Act shall be controlling where a provision of this Lease is in conflict with the Act except where a provision of this Lease is in compliance with applicable federal law that preempts the Act in which case the provision of this Lease shall be controlling.
- 26. **Discrimination Prohibited:**
RRHA shall not discriminate based upon race, color, religion, national origin, sex, elderliness, familial status, or handicap, or against recipients of public assistance and shall comply with all nondiscrimination requirements of federal, state, and local law.
- 27. **Severability:**
In the event that a court of competent jurisdiction invalidates any portion of this Lease, that portion shall be severed and the remainder shall continue in full force and effect.

TENANT'S CERTIFICATION

I/We hereby certify that I/We, and other members of my Household; have not committed any fraud in connection with federal housing assistance program, unless such fraud was fully disclosed to RRHA before execution of the lease, or before RRHA Approval for occupancy of the Unit by the Household member.

I further certify that all information or documentation submitted by myself or other Household members to RRHA in connection with any federal housing assistance program (before and during the lease term) are true and complete to the best of my knowledge and belief.

TENANT 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 have executed this Lease this _____ day of _____, 20____ at Richmond, Virginia.

| | | | |
|----------------------|-------|-------|-------|
| Tenant: | _____ | DATE: | _____ |
| Co-Tenant: | _____ | DATE: | _____ |
| Co-Tenant: | _____ | DATE: | _____ |
| Co-Tenant: | _____ | DATE: | _____ |
| Co-Tenant: | _____ | DATE: | _____ |
| RRHA REPRESENTATIVE: | _____ | DATE: | _____ |

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RULES AND REGULATIONS

Addendum A

1. In case of fire call the Richmond Fire Department (phone 911) immediately, and then report it as soon as possible to the management office. After 4:30 p.m. daily or on a Saturday, Sunday, or holiday, call management's emergency telephone number, 780-4100.
2. Do not store paint, oil, gasoline, or other flammable materials in your dwelling.
3. Report any gas, electrical, water, or sewer problem immediately to the management office. After 4:30 p.m. daily or on a Saturday, Sunday, or holiday, call management's emergency telephone number, 780-4100.
4. Your rent is due on the first day of every month. ~~At our option and without any notice to you, any money that we receive may be applied first to your non-rent obligations and then to Rent (any past due rent being paid first) and regardless of when the obligation came about.~~ Any payment made by you or on your behalf shall be applied for your account in the following manner:
 - i. First, to any charges for maintenance or damage beyond normal wear and tear charged in accordance with Part II, Paragraph 5 of the Lease, in order of the date such charges were incurred;
 - ii. Then, to any excess utility surcharges charged in accordance with Part II, Paragraph 4 of the Lease, in order of the date such charges were incurred;
 - iii. Then, to any court costs or fees charged in accordance with Part II, Paragraph 15 of the Lease, in order of the date such charges were incurred;
 - iv. Then, to any returned check or non-sufficient fund fees charged in accordance with Part II, Paragraph 2 of the Lease;
 - v. Then, to any late fees charged in accordance with Part II, Paragraph 2 of the Lease;
 - vi. Then, to any cleaning fees lawfully charged;
 - vii. Then, to any other amount owed to Landlord by Tenant pursuant to this Lease or other applicable law, which amount is not otherwise accounted for in this section;
 - viii. Then, to any past-due rent, in order of due date;
 - ix. Then, to any Rent currently due for the month in which such payment is made;
 - x. Then, to pre-pay the Tenant's rental account with a positive balance which may be applied to future amounts owed.
5. Mail your check or money order to designated location as directed by RRHA. Pre-addressed envelopes are available at the management office.
6. Keep your portion of your monthly statement and your portion of your money order in case of an error in your account.
7. If your payment is not received by the close of business on the eighth day of the month, you will receive a Late Notice. Four such notices properly issued within a twelve-month period may result in lease termination. In the event that the eighth day falls on the weekend or holiday, payment will be received the next business day.
8. Hardship in Paying Rent – If you are a Tenant who is paying minimum rent and are experiencing hardship in paying your minimum rent, you must notify your housing manager before the 8th of the month. Failure to do so may result in denying you the right to be considered for hardship exemption or payment agreement in accordance with your dwelling lease. **Hardship only applies to minimum rent.**
9. Make all maintenance or service requests by phone. Weekdays before 4:30pm call 780-8700, weekends and after 4:30pm on weekdays call 780-4100. A written work order will be issued for all requests. In no case shall Tenant approach Maintenance Staff and direct them or assign tasks to Maintenance Staff. Contact your management office for items that can be taken to the maintenance shop for repair or replacement.
10. Do not make any changes or alterations, either structural or cosmetic, in your dwelling. Do not paint, wallpaper, or otherwise alter the walls, floors, or ceilings of your residence without written approval of management.
11. Do not install freezers, dryers (even portable dryers), air conditioners, or other large electrical appliances without written approval of management.
12. Do not play radios, television sets, CD's, DVD's, and/or stereos at a volume that will disturb your neighbors. High volume sounds from home or car stereos, televisions, musical instruments, singing, power tools and such are not permitted. While you are expected to show consideration and courtesy to other Tenants 24 hours a day, seven

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days a week, the tenant shall keep the volume of any of the of the above sufficiently reduced especially before seven o'clock AM and after eleven o'clock PM so as not to disturb other tenants.

13. Do not allow members of your household and/or guests to destroy deface, damage, or remove any part of premises or the development.
14. Do not invite to, allow in, or give consent to be in, your premises, your development, or on RRHA property any person who you or anyone in your household have been notified or know is barred or banned from your premises, development, or RRHA property.
15. Refrain from the illegal manufacture, use, sale, possession or distribution of drugs and alcoholic beverages on or near any public housing premises. This includes possession of drug paraphernalia.
16. Keep trash and other waste in your trash can until the morning of collection by the City. Place your trash can at the designated location on the morning of the scheduled collection and return it to its proper place the same day after collection. Four citations issued within a twelve-month period for failing to comply with this rule will result in lease termination.
17. Do not keep any pet in violation of the Pet Policy Addendum to your dwelling lease.
18. Do not drive motor vehicles on the grounds. Do not leave motor vehicles unattended in alleys or service drives.
19. Do not wash vehicles on RRHA property. Do not leave improperly licensed and/or disabled vehicles on the street in any development. Vehicles in violation will be towed at the owners' expense. Your vehicle may be towed immediately and without notice for the following violations: Parked in a fire zone, no parking zone, handicapped zone without proper identification, blocking another vehicle, blocking a dumpster, preventing repairs and/or improvements, parked in grass, on sidewalks, or on curbs, blocking an entrance or exit, inoperable, expired plates/tags, abandoned, on jacks or blocks.
20. Swimming pools are **not** allowed on the Premises.
21. Do not store articles outside of your apartment. Keep yards, porches and balconies clean and uncluttered at all times. Only appropriate patio furnishings such as patio furniture and bicycles may be kept on porches or balconies. No other household furniture is allowed. Do not dry clothing or linens or store unsightly personal property on your porch, balcony or yard at any time, including but not limited to boxes, tires, recyclables, and broken furniture.
22. No grills fueled by charcoal or gas or having an open flame may be used on any patio or balcony, nor used within ten (10) feet of any building or structure on the Premises. No grill while in use is to be left unattended at any time.
23. Do not hang heavy items such as large rugs on clothes lines. If Landlord provides common laundry facilities, such facilities are for our Tenants' use only upon payment of the meter charges for the use of laundry equipment. These charges may be increased from time to time. Landlord is not responsible for unattended laundry or for loss or damage to any personal property or any physical injury occurring from Tenant's use of the laundry facilities.
24. Do not use showers without shower curtains.
25. Do not put washing machine hose out of the kitchen window when washing clothes. Use washer drain to dispose of water in washing machine.
26. Water hoses/faucets continuously running are prohibited. (Turn water off)
27. Do not tamper with or open fire hydrants at any time.
28. Do not use your oven to heat the apartment.
29. Do not create a garden without first getting written permission from Management.
30. Please direct all complaints to the Property Manager. Complaint forms and suggestion forms are available at the Management Office.
31. Vandalism and/or destruction of plants, gardening equipment, or property or appurtenances of the Housing Authority, neighboring properties, or public property are prohibited. The Housing Authority has a zero-tolerance policy for vandalism, graffiti and/or malicious damage done to Authority property. Tenant and Tenant's guests or minors who engage in the above will be prosecuted, and the Lease and any related rental subsidy may be terminated. In addition, Tenant shall pay to Housing any costs associated with repairing damage to RRHA property.

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32. Tenant shall not feed, nor leave food or seeds out for wild birds, wild or domestic animals, either outside the Premises or in the common areas. This practice attracts rodents, creates bird and animal droppings and results in unsafe and unsanitary living conditions. Leaving any materials in any manner that will attract such animals on to Housing property is prohibited.
33. Tenant shall not use any window, ledge, balcony, patio, yard, or any common area, as a place to store or hang to dry items including but not limited to laundry, rugs, and mops. Tenant shall refrain from shaking clothing, rugs and similar items from any windows or balconies.
34. Tenant shall ensure that furniture, other than outdoor patio furniture kept on a porch, balcony or in a yard, is kept inside the Premises and that unsightly items are kept out of view. Planters placed on balconies shall have appropriate trays, so that water from planters does not run onto units below.
35. Tenant shall make all efforts to prevent and/or eliminate mold or mildew as part of Tenant's normal cleaning routine.
36. Tenant is expected to keep clean and in good working order all appliances and appurtenances within the Premises, and to report any needed repairs promptly. Tenant shall make repair requests as soon as is practical after the defect is noted. Failure to report maintenance items may result in charges to Tenant and Lease violations.
37. Tenant shall not install an air conditioner (window-mounted unit) without prior written permission from RRHA and payment of the appropriate installation fee. Tenant may install an antenna, including a satellite dish or mini-satellite dish only in accordance with the Satellite Addendum to be signed by Tenant.
38. Tenant shall not replace or alter any lock or doorknob in the Premises. Deadbolts and/or keyed locks are prohibited on interior doors. Any lock that is changed without prior written permission from Housing shall be considered a structural alteration and a violation of the Lease.
39. Repairing any vehicle, washing any vehicle and/or storing an inoperable vehicle shall not be permitted on RRHA property. Grocery store shopping carts shall not be stored or left on or near Housing property. Removal and towing fees may be charged to Tenants who do not comply with the above.
40. All Housing Authority dwelling units have locks on exterior doors. It is the Tenant's responsibility to ensure that locks are secured upon exiting the Premises, and to notify Maintenance if any lock is not functioning properly. When leaving for an extended period, Tenant shall notify Housing Management, in writing, as to the length of Tenant's absence.
41. Tenant shall ensure that all school-aged children named on the lease attend school regularly.
42. It is not possible for any Landlord or manager to insure "security" or "safety". You must exercise due care for your and other's safety and security. You must promptly report any incident of theft, vandalism or unsafe conditions to the RRHA Police Officers and the management office. None of our safety measures are an express or implied warranty of security or are a guarantee against crime or of a reduced risk of crime. We are not liable to you or any of your guests for injury, damage, or loss to person or property caused by criminal conduct of other persons.
43. You represent that all information provided to Landlord as part of the application and leasing process is true and correct and was given by you voluntarily and knowingly. If someone requests information on you or your rental history for law enforcement or governmental purposes, we may provide it without notice to you or any further consent.
44. Tenant shall not smoke in bed. Tenant shall not smoke, or permit any visitor to smoke, in any Unit where oxygen is in use or is being stored. Tenant shall check that all appliances are turned off prior to leaving Premises.
45. Tenant shall not place, store, leave unattended or discard bicycles, strollers, toys, wagons, shopping carts, furniture, clothing, brooms, mops, garbage cans, wood, newspapers, or any other item in the common areas. Common areas include, but are not limited to, hallways, entrances, breezeways, sidewalks, stairways, garden areas, public meeting rooms, laundry rooms, water heater closets and parking areas. If Tenant leaves items in the common areas, Housing may remove these items at the owner's expense.
46. All personal property placed on the premises, balcony, yards, clotheslines or in any other portion of the building and/ or property, or any place appurtenant thereto, shall be at the sole risk of the Tenant or the parties owning the same. Landlord shall in no event be liable for the loss, destruction, theft or damage to such property from any cause whatsoever.
47. RRHA does not allow firearms and other weapons on the property. You must comply with all federal, state, and local regulations pertaining to all weapons including, without limitation, explosives, bows and arrows, illegal knives, martial arts weapons, air rifles, BB guns or any other object that can be construed as a weapon.
48. An adult must supervise your children, and the children of your guests who are age 17 and under, when outside your unit. Patios and balconies are considered "outside".

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- 49. Tenants and guests are to treat all neighbors, visitors, and RRHA staff with courtesy and respect.
- 50. Verbal abuse will not be allowed including swearing, name calling or any other language offensive or demeaning to the person. Physical violence **will not be** tolerated.

Tenant covenants and agrees that all Rules and Regulations which are attached to and made a part of the Lease, or are hereafter adopted by Landlord to apply uniformly to all tenants and made known to all tenants, shall have the same force and effect as covenants of the Lease and the Tenant covenants that he/she, their family members, guests and any other person under their control will observe all such Rules and Regulations as a condition of the Lease. Violations of any of these Rules and Regulations may result in fines and or lease termination.

| | |
|----------------------------|-------------|
| Tenant: _____ | Date: _____ |
| Co-Tenant: _____ | Date: _____ |
| Co-Tenant: _____ | Date: _____ |
| Co-Tenant: _____ | Date: _____ |
| RRHA Representative: _____ | Date: _____ |

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DWELLING LEASE**

MOLD

Addendum B

This Addendum is made part of that certain lease dated _____, between Richmond Redevelopment and Housing Authority (sometimes referred to as "RRHA" or "Landlord"), and _____ ("Tenant").

Landlord has inspected the Unit and found no visible evidence of mold. This written statement shall be deemed correct unless Tenant objects thereto in writing within five (5) days from the lease commencement date provided in the Lease.

Tenant is notified that mold can grow if the Unit is not properly maintained or ventilated. If moisture is allowed to accumulate in the Unit, it can cause mildew and mold to grow. It is important that Tenant regularly allow air to circulate in the Unit. It is also important that Tenant keep the interior of the Unit clean and that Tenant promptly notify Landlord of any leaks, moisture problems, and/or mold growth.

Tenant agrees to maintain the Unit in a manner that prevents the occurrence of an infestation of mold or mildew in the Unit. Tenant further agrees:

1. To keep the Unit free of dirt and debris that can harbor mold.
2. To immediately report to Landlord any water intrusion, such as plumbing leaks, drips, "sweating" pipes, visible moisture accumulation, or standing water inside the Unit.
3. On a regular basis, to dust the heating, ventilation and/or air conditioning vents, not to block or cover any of the heating ventilation or air conditioning vents, including the cold air return.
4. To remove any visible moisture accumulation in the Unit including on walls, windows, floors, ceilings, and bathroom fixtures, mop up spills and thoroughly dry affected areas as soon as possible after occurrence; to use exhaust fans in kitchen and bathroom where available, and keep climate and moisture in the Unit at reasonable levels.
5. To report to Landlord any significant mold growth on surfaces inside the Unit.
6. To use all reasonable care to close all windows and other openings in the Unit to prevent outdoor water from penetrating into the Unit.
7. To make sure there is enough air for circulation especially if Tenant has a fish tank or bowl.
8. Not to bring any personal property into the Unit that may contain mold, especially "soft possessions" such as sofas, mattresses and pillows.
9. To indemnify and hold harmless Landlord from any actions, claims, losses, damages, and expenses of whatsoever kind, including, but not limited to, attorneys' fees that Landlord may sustain or incur as a result of claims against Landlord to the extent such claims arise out of, or are based upon, any potentially health affecting substance brought, or allowed to be brought, into the Unit or caused to infest the Unit as a result of the negligence of Tenant or any guest or other person living in, residing in, occupying, or using the Unit.
10. In the event Tenant has knowledge of or reasonably believes that there may be mold inside the Unit, Tenant agrees, upon demand of RRHA, to temporarily vacate the Unit for a reasonable period, to allow for mold investigation and remediation, to control water intrusion, or allow other repairs to the Unit. Tenant agrees to comply with all instructions and requirements necessary to prepare the Unit to control water intrusion, mold growth, or other work to accommodate mold investigation and remediation, including storage, cleaning, removal or replacement, at Tenant's expense, of contaminated or potentially contaminated personal property.

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Tenant shall be responsible for damage to the Unit and Tenant's property as well as personal injury to Tenants, occupants, or guests resulting from Tenant's failure to comply with the terms of this Addendum. Tenant shall be liable to Landlord for damages sustained to the Unit or to Tenant's person or property as a result of Tenant's failure to comply with the terms of this Addendum.

Tenant: _____ Date: _____

Co-Tenant: _____ Date: _____

Co-Tenant: _____ Date: _____

Co-Tenant: _____ Date: _____

RRHA Representative: _____ Date: _____

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SATELLITE DISH/ ANTENNA

Addendum C

This Addendum is made part of that certain lease (the "Lease") dated _____, between Richmond Redevelopment and Housing Authority (sometimes referred to as "RRHA" or "Landlord"), and _____ ("Tenant") for the premises located at _____, Richmond, Virginia (the "Leased Premises").

1. Tenant is permitted to install one (1) satellite dish or antenna on the Leased Premises. A satellite dish may not exceed one meter (3.3 feet) in diameter measured across its widest part. Antennas that only transmit signals or that are not covered by 47 CFR 1.4000 are prohibited.
2. The satellite dish or antenna may not be installed outside of the leased premises. It must be installed inside of the leased premises or in an area outside of the leased premises such as a balcony, patio, and yard or over which Tenant has exclusive use under the Lease. It may **not** be installed on any exterior wall. Installation also is not permitted on any parking area, roof, window, window sill, fence or common area, or in any area that other Tenants are allowed to use, nor may it be hung outside of a window or extend or protrude beyond the vertical and horizontal space that is leased to Tenant under the Lease for Tenant's exclusive use. Tenant agrees not to damage the leased premises when installing the satellite dish or antenna and shall **not** drill holes in railings, exterior walls, or any other location where holes might impair the building's weatherproofing or where there is a risk of striking electrical or water lines.
3. The satellite dish or antenna must be installed professionally at Tenant's expense. Tenant shall not install the satellite dish or antenna. An installer provided by the seller of the satellite dish or antenna is presumed to be qualified. Tenant shall be responsible for all costs of any repair necessary as a result of damage caused by the installer. The type and strength of materials used for installation must be approved by Landlord prior to installation.
4. If the satellite dish or antenna is installed outside of the leased premises, (on a balcony, patio, etc.) the signals received by it may be transmitted to the interior of the Leased Premises only by the following methods: (a) running a "flat" cable under a door jam or window sill in a manner that does not physically alter the Leased Premises and does not interfere with proper operation of the door or window; (2) running a traditional or flat cable through a pre-existing hole in the wall that will not need to be enlarged to accommodate the cable; (3) connecting cables "through a window pane" by a device glued to either side of the window – without drilling a hole through the window; (4) wireless transmission of the signal from the satellite dish or antenna to a device inside the Leased Premises; or (5) any other method approved by Landlord in writing.
5. The satellite dish or antenna and all related equipment **must** be removed when Tenant vacates the Leased Premises. Tenant shall pay for any damages and for the cost of repairs or repainting caused by negligence, carelessness, accident or abuse which may be necessary to restore the Leased Premises to its condition prior to the installation of the satellite dish, antenna or related equipment.
6. Tenant shall be liable for any injury or damage to persons or property caused by the satellite dish or antenna and shall operate the satellite dish or antenna at Tenant's own risk. Tenant shall be liable for any injuries caused by the satellite dish or antenna. Tenant agrees to personally and promptly pay for any damages or injuries caused by the satellite dish or antenna. Tenant shall hold Landlord harmless and indemnify Landlord against any claims by others related to the satellite dish.

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Tenant: _____ Date: _____
Co-Tenant: _____ Date: _____
Co-Tenant: _____ Date: _____
Co-Tenant: _____ Date: _____
RRHA Representative: _____ Date: _____

No satellite dish or antenna: By signing this clause, I certify that I am currently not installing a satellite dish or antenna. I understand that if I acquire a satellite dish or antenna during my tenancy with RRHA, the conditions of this Addendum will go into effect.

Tenant: _____ Date: _____
Co-Tenant: _____ Date: _____
Co-Tenant: _____ Date: _____
Co-Tenant: _____ Date: _____
RRHA Representative: _____ Date: _____

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BEDBUG

Addendum D

This Addendum is made part of that certain lease (the "Lease") dated _____, between Richmond Redevelopment and Housing Authority (sometimes referred to as "RRHA" or "Landlord"), and _____ ("Tenant") for the premises located at _____, Richmond, Virginia (the "Leased Premises").

- Tenant acknowledges that the Landlord has inspected the Leased Premises and is aware of no bedbug infestation.
- Tenant claim that all furnishings and personal properties that will be moved into the Leased Premises are free of _____ bedbugs.

_____ (Tenant Initials) _____ (Tenant Initials) _____ (Tenant Initials) _____ (Tenant Initials) _____
(Tenant Initials)

Tenant(s) hereby agree to prevent and control possible infestation by adhering to the below list of responsibilities:

1. Check for hitch-hiking bedbugs. If you stay in a hotel or another home, inspect your clothing, luggage, shoes and personal belongings for signs of bedbugs before re-entering your apartment. Check backpacks, shoes and clothing after using public transportation or visiting theaters. After guests visit, inspect beds, bedding and upholstered furniture for signs of bedbug infestation.
2. Tenant shall report any problems immediately to Landlord. Even a few bedbugs can rapidly multiply to create a major infestation that can spread to other units.
3. Tenant shall cooperate with pest control efforts. If your unit or a neighbor's unit is infested, a pest management professional may be called in to eradicate the problem. Your unit must be properly prepared for treatment. Tenant must comply with recommendations and requests from the pest control specialist prior to professional treatment including but not limited to:
 - Placing all bedding, drapes, curtains and small rugs in bags for transport to laundry or dry cleaners.
 - Heavily infested mattresses are not salvageable and must be sealed in plastic and disposed of properly.
 - Empty dressers, night stands and closets. Remove all items from floors; bag all clothing, shoes, boxes, toys, etc. Bag and tightly seal washable and non-washable items separately. Used bags must be disposed of properly.
 - Vacuum all floors, including inside closets. Vacuum all furniture including inside drawers and nightstands. Vacuum mattresses and box springs. Carefully remove vacuum bags sealing them tightly in plastic and discarding of properly.
 - Wash all machine-washable bedding, drapes, and clothing etc on the hottest water temperature and dry on the highest heat setting. Take other items to the dry cleaner making sure to inform the dry cleaner that the items are infested with bedbugs. **Discard any items that cannot be decontaminated.**
 - Move furniture toward the center of the room so that technicians can easily treat carpet edges where bed bugs congregate, as well as walls and furniture surfaces. Be sure to leave easy access to closets.
4. Tenant agrees to indemnify and hold Landlord harmless from any actions, claims, losses, damages and expenses including but not limited to attorneys' fees that Landlord may incur as a result of the negligence of the Tenant(s) or any guest occupying or using the Leased Premises.
5. It is acknowledged that Landlord shall not be liable for any loss of personal property to Tenant, as a result of an infestation of bedbugs. Tenant agrees to have personal property insurance to cover such losses.

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By signing below, the undersigned Tenant(s) agree with the terms of and acknowledge having read and understood this addendum.

Tenant: _____ Date: _____

Co-Tenant: _____ Date: _____

Co-Tenant: _____ Date: _____

Co-Tenant: _____ Date: _____

Co-Tenant: _____ Date: _____

RRHA Representative: _____ Date: _____

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PET POLICY

Addendum E

This Addendum is made part of that certain lease (the "Lease") dated _____, between Richmond Redevelopment and Housing Authority (sometimes referred to as "RRHA" or "Landlord"), and _____ ("Tenant") for the premises located at _____, Richmond, Virginia (the "Leased Premises").

Section I. PET OWNERSHIP

Tenant may own one or more common household pets or have one or more common household pets present in the dwelling unit of such tenant, subject to the following conditions:

1. Each head of household may own up to two pets. If one of the pets is a dog or cat, (or other four-legged animal), the second pet must be contained in a cage or an aquarium for fish. Each bird or other animals, other than fish, shall be counted as one pet.
2. If the pet is a dog or cat, it must be neutered/spayed by the age of six (6) months. Evidence of such neutering/spaying can be provided by a statement/bill from a veterinarian, certified on RRHA Form Exhibit "4", and/or staff of the appropriate agency. Evidence must be provided prior to the execution of this agreement and/or within 10 days of the pet becoming of the age to be neutered/spayed. Tenant must provide waterproof and leak proof litter boxes for cat waste, which must be kept inside the dwelling unit. Cardboard boxes are not acceptable and will not be approved. Tenant shall not permit refuse from litter boxes to accumulate nor to become unsightly or unsanitary. Also, the weight of a cat cannot exceed ten (10) pounds (fully grown) and a dog may not exceed 25 pounds in weight (fully-grown). All other four-legged animals are limited to ten (10) pounds (fully-grown). The height of all four-legged animals cannot exceed 15 inches from the front shoulder of the animal.
3. If the pet is a bird, it shall be housed in a birdcage and cannot be let out of the cage at any time.
4. If the pet is a fish, the aquarium must be ten (10) gallons or less, and the container must be placed in a safe location in the unit. Tenant is limited to one container for the fish; however, there is no limit on the number of fish that can be maintained in the container as long as the container is maintained in a safe and non-hazardous manner.
5. If the pet is a cat or dog, it must have received rabies and distemper inoculations or boosters, as applicable. Evidence of inoculations can be provided by a statement/bill from veterinarian, certified on RRHA Form Exhibit "4", or by staff of the appropriate agency and must be provided before the execution of the Pet Policy Addendum.
6. All pets must be housed within the Leased Premises and no facilities can be constructed outside of the unit for any pet. No animal shall be permitted to be loose and if the pet is taken outside it must be taken outside on a leash and kept off other tenants' lawns. Also, all pets must wear collars with identification and license at all times. Pets without a collar will be picked-up immediately by the appropriate agency.
7. All pet(s) must be under the control of an adult leaseholder. An unleashed pet, or one tied to a fixed object, is not considered to be under the control of an adult leaseholder. Pets, which are unleashed, or leashed and unattended, on housing authority property, may be impounded and reported to the appropriate agency for pick-up. It shall be the responsibility of the Tenant to reclaim the pet at the expense of Tenant.

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8. Pet(s) may not be left unattended for more than twenty-four (24) consecutive hours. If it is reported to RRHA staff that a pet(s) has been left unattended for more than an eight (24) consecutive hour period, RRHA staff may enter the unit with the appropriate agency to pick-up the animal. Any expense to remove and reclaim the pet from any facility will be the responsibility of Tenant. In the case of an emergency, RRHA will work with Tenant to allow no more than 24 hours for Tenant to make accommodations for the pet.
9. Pet(s), as applicable, must be weighed by a veterinarian or staff of an appropriate agency. A statement containing the weight of the pet must be provided to RRHA prior to the execution of this agreement and upon request by the RRHA at any time following the inception of the Pet Policy Addendum.
10. Responsible Pet Ownership: Each pet must be maintained responsibly and in accordance with this Pet Policy Addendum and in accordance with all applicable ordinances, state and local public health, animal control, and animal anti-cruelty laws and regulations governing pet ownership. Any waste generated by a pet must be properly and promptly disposed of by Tenant to avoid any unpleasant and unsanitary odor from being in the unit in accordance with the provisions of RRHA's Pet Policy.
11. Prohibited Animals: Animals or breeds of animals that are considered by RRHA to be vicious and/or intimidating will not be allowed. Some examples of animals that have a reputation of a vicious nature are: reptiles, Rottweiler, Doberman Pinscher, Pit Bull-type dog, German Shepherd, Chow, and/or any animal that displays vicious behavior. This determination will be made by a RRHA representative prior to the execution of this lease addendum.
12. Pet(s) shall not disturb, interfere or diminish the peaceful enjoyment of other Tenants. The terms, "disturb, interfere or diminish" shall include but not be limited to barking, meowing, crying, howling, chirping, biting, scratching and other like activities. This includes any pets that make noise continuously and/or incessantly for a period of 10 minutes or intermittently for one-half hour or more and therefore disturbs any person at any time of the day or night. The RRHA will terminate this authorization if a pet disturbs other tenants under this section of the lease addendum. Tenant will be given one week to make other arrangements for the care of the pet or the Lease will be terminated.
13. If the animal should become destructive, create a nuisance, represent a threat to the safety and security of other persons, or create a problem in the area of cleanliness and sanitation, the RRHA will notify Tenant, in writing, that the animal must be removed from the development, within five (5) days of the date of the notice from RRHA. Tenant may request a hearing, which will be handled according to RRHA's established grievance procedure. The pet may remain with Tenant during the hearing process unless RRHA has determined that the pet may be a danger or threat to the safety and security of other persons. If this determination has been made by RRHA, the pet must be immediately removed from the unit upon receipt of the notice from RRHA.
14. The Tenant is solely responsible for cleaning up the waste of the pet within the Lease Premises and on the premises of the public housing development. If the pet is taken outside, it must be on a leash at all times. If there is any visible waste by the pet, Tenant must dispose of it in a plastic bag, which is securely tied and placed in the garbage receptacle for Leased Premises. If the Housing Authority staff is required to clean any waste left by a pet, Tenant will be charged \$25 for the removal of the waste.
15. Tenant shall have pets restrained so that maintenance can be performed in the Leased Premises. Tenant shall, whenever an inspection or maintenance is scheduled, either be at home or shall have all animals restrained or caged. If a maintenance person enters an apartment where an animal is

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not restrained, maintenance shall not be performed, and Tenant shall be charged a fee of \$25.00. If this same situation again occurs, the pet shall be removed from the Leased Premises. Pets that are not caged or properly restrained may be impounded by animal control officers and taken to the appropriate agency. It shall be the responsibility of Tenant to reclaim the pet at the expense of the Tenant. Landlord shall not be responsible if any animal escapes from the residence due to maintenance, inspections, or other activities of the Landlord.

16. Pets may not be bred or used for any commercial purposes on RRHA property.

Section II. SCHEDULE OF ANNUAL FEES AND INITIAL DEPOSIT FEE AND DEPOSIT SCHEDULE

(A Pet Fee and Deposit is required for each pet)

| Type of Pet | Fee | Deposit |
|--|------------|----------------|
| Dog | \$50 | \$100 |
| Cat | \$50 | \$100 |
| Fish Aquarium | \$0 | \$0 |
| Fish Bowl (Requires no power and no larger than two gallons) | \$0 | \$0 |
| Caged Pets | \$0 | \$0 |

The Pet Fee shall be paid at the time of the pet approval and all proof of inoculations and other requirements shall be made available to Landlord at such time. The Pet Fee is not refundable. The Pet Deposit made shall be utilized to offset damages caused by the pet and/or Tenant. Any balance, if any, from the deposit will be refunded to Tenant.

THERE SHALL BE NO REFUND OF THE PET FEE.

It shall be a serious violation of the Lease for any Tenant to have a pet without proper approval and without having complied with the terms of this Pet Policy Addendum. Such violation shall be considered to be a serious violation of the Lease and this Pet Policy Addendum and Landlord will issue a termination notice. Tenant will be entitled to a grievance hearing in accordance with the provisions of the lease.

It is understood and agreed that RRHA is not responsible for any damages caused by the pet including but not limited to: bites and scratches to Tenants, neighbors, visitors, staff, RRHA contractors, and others who are lawfully on the RRHA's premises or other pets or service animals.

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TENANT ACKNOWLEDGMENT

After reading and/or having read to me this lease addendum I/we the undersigned, hereinafter "I," agree to the following:

1. I agree to abide by the requirements outlined in this lease addendum for pet ownership and to keep the pet(s) in accordance with this lease addendum.

2. I agree and understand that I am liable for any damage or injury whatsoever caused by pet(s) and shall pay RRHA for any damages or injury caused by the pet(s). I also realize that I should obtain liability insurance for pet ownership and that paying for the insurance is my responsibility.

3. I agree to accept full responsibility and will indemnify and hold harmless RRHA for any claims by or injuries to third parties or their property caused by my pet(s).

4. I agree to pay a non-refundable fee of \$_____ to cover some of the additional operating cost incurred by RRHA. I also understand that this fee is due and payable prior to the execution of this lease addendum.

5. I agree to pay a refundable pet deposit of \$_____ to RRHA. The pet fee and initial deposit must be paid prior to the execution of this lease addendum. The pet deposit may be used by RRHA at the termination of the Lease toward payment of any rent or toward payment of any other costs made necessary because of my occupancy of the Leased Premises. Otherwise, the pet deposit, or any balance remaining after final inspection, will be returned to me after the Leased Premises are vacated and all keys have been returned.

I AGREE AND UNDERSTAND THAT ALL INFORMATION CONCERNING MY PET (S) MUST BE UPDATED ANNUALLY AND PROVIDED TO RRHA AT THE ANNUAL REEXAMINATION.

I AGREE AND UNDERSTAND THAT VIOLATING THIS LEASE ADDENDUM MAY RESULT IN THE REMOVAL OF THE PET (S) FROM THE PROPERTY OF RRHA AND/OR EVICTION. I ALSO UNDERSTAND THAT I MAY NOT BE ALLOWED TO OWN ANY TYPE OF PET IN THE FUTURE WHILE BEING AN OCCUPANT OF RRHA.

I ALSO UNDERSTAND THAT I MUST OBTAIN PRIOR APPROVAL FROM RRHA BEFORE MAKING A CHANGE OF A PET FOR WHICH THIS POLICY WAS APPROVED OR ADDING A SECOND PET. ALSO, A PICTURE MAY BE TAKEN BY RRHA STAFF OF THE PET (S) FOR DOCUMENTATION. THE PICTURE WILL BE MAINTAINED IN TENANT'S FILE WITH THE APPROPRIATE RRHA MANAGEMENT OFFICE.

| | |
|----------------------------|-------------|
| Tenant: _____ | Date: _____ |
| Co-Tenant: _____ | Date: _____ |
| Co-Tenant: _____ | Date: _____ |
| Co-Tenant: _____ | Date: _____ |
| Co-Tenant: _____ | Date: _____ |
| RRHA Representative: _____ | Date: _____ |

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PET OCCUPANCY REGISTRATION FORM

Tenant Name: _____

Tenant Address: _____

Tenant Home Phone Number: _____

Tenant Work Phone Number: _____

Alternate Pet Contact: _____

Address of alternate pet contact/care giver: _____

Home Phone Number: _____ Work Phone Number: _____

(List more than one, if applicable)

Description of Pet:

Name: _____ Breed: _____

Age: _____ Color: _____

Additional Markings/Information: _____

Height: _____ Weight: _____

Projected Weight at full growth: _____

License No.: _____

Copy of License/Tag obtained: _____ Yes _____ No

Picture of Pet is to be attached to this form.

Veterinarian Information/Certifications:

Name of Veterinarian: _____

Address: _____

Phone No.: _____

Certification of Inoculations: _____

Dated: _____

Date spayed or neutered: _____

How long has Tenant owned this pet? _____

Has your pet lived in rental housing before? _____ Yes _____ No

If so, fill in the following:

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Name of apartment complex: _____

Manager's Name: _____

Phone No.: _____

Registration of all pets must be submitted to the Management Office before the pet is permitted on the premises.

Signature Date

(For RRHA use only)

Pet Photographed by: _____

RRHA Staff

Date

Tenant has paid the appropriate Pet Deposit and fee for the pet(s) being registered.

_____ Yes _____ No

Pet identification sticker affixed to unit door/window:

Sticker number: _____

Tag Number: _____

By: _____

RRHA Staff

Date

Photo to be affixed here & filed with the agreement

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RRHA PM Form

PET OCCUPANCY REQUEST/REGISTRATION FORM

Tenant Name: _____

Tenant Address: _____

Tenant Home Phone Number: _____

Tenant Work Phone Number: _____

Alternate Pet Contact: _____

Address of alternate pet contact/care giver: _____

Home Phone Number: _____

Work Phone Number: _____

(List more than one, if applicable)

(To be completed by Veterinarian)

Description of Pet:

Name: _____

Breed: _____

Age: _____

Color: _____

Height: _____

Weight: _____

Projected Weight at full growth: _____

Certificate of Inoculations - Attach

Date spayed or neutered _____

Additional Markings/Information: _____

Veterinarian's Signature

Date

Address

Phone number

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SUPPLEMENT "1" - Preliminary Request for a Reasonable Accommodation

Leaseholder/Tenant/Advocate Name: _____ S.S. #: _____

Current Address: _____ Move-In Date: _____

_____ # of Bedrooms: _____ Member of Household Accommodation is requested for: _____

A reasonable accommodation is needed because:

The accommodation will:

_____ Help you live in the housing or take part in RRHA's program;

_____ Help you meet the lease requirements of RRHA's program;

_____ Help you meet other requirements of RRHA's program.

Do not tell the RRHA the name of your disability or the nature or extent of your disability.

Physician/Health Care Provider name, address and telephone number: _____

Other comments you would like to make regarding this request: _____

By signing below you confirm the accuracy of the information submitted above. You will be mailed by the RRHA an "Authorization for Release of Medical Information" which will be forwarded to your physician. Your physician will then be required to confirm your eligibility and justify your request for RRHA.

Once this process has been completed, RRHA will be in contact with you regarding the status of your request, which is based on medical reasons.

Leaseholder/Tenant Signature

Phone Number

Date of Request

DO NOT WRITE BELOW LINE

For Office Use Only

RRHA's Signature: _____

Date Received by RRHA: _____

Date Authorization for Release of Medical Information sent to Leaseholder/Tenant: _____

Date Medical Justification Letter sent to physician/health care provider: _____

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SUPPLEMENT "2" - AUTHORIZATION FOR RELEASE OF MEDICAL INFORMATION

To: _____

(Name & Address of Medical Provider)

RE: _____

The undersigned hereby authorizes you to verify, to the Richmond Redevelopment and Housing Authority, ("RRHA"), whether the undersigned is an individual with disabilities as defined by 24 CFR 8.3, a copy of which is attached hereto. The undersigned also authorizes you to disclose to the RRHA, the undersigned's need, if any, for an accessible feature (reasonable modification) to the undersigned's unit and/or a change in RRHA's policies and/or procedures (reasonable accommodation) so that the undersigned may have an equal opportunity to use and enjoy his/her dwelling unit. The undersigned further authorizes you to disclose, to the RRHA, exactly what is requested to accommodate the limitations imposed by the undersigned's disability, if any. However, you are not authorized to provide access to confidential medical records or disclose the specific disability to the RRHA.

I hereby waive and release you from any restrictions imposed by law in disclosing any professional observation or communication to the RRHA that is within the scope of this authorization.

This authorization is valid for ninety (90) days. A photocopy of this authorization shall be as effective as the original.

YOU MUST HAVE YOUR SIGNATURE NOTARIZED WHEN SENDING THE FORM BACK.

_____/_____
Date Signature

Date of Birth

Sworn to before me and subscribed in my presence this _____ day of _____, 20_____

Notary Public
Commission expires: _____
Registration # _____

[SEAL]

**RICHMOND REDEVELOPMENT
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PET POLICY ADDENDUM FOR SERVICE/COMPANION ANIMALS

SUPPLEMENT “3” - Authorization For Release of Medical Information

DEFINITIONS

To: Doctor/Other Qualified Person

Pursuant to 24 CFR 8.3, the definition of an individual with disabilities is provided below:

Individual with disabilities means any person who has a physical or mental impairment that substantially limits one or more major life activities; has a record of such impairment; or is regarded as having such impairment. For purposes of employment, this term does not include: Any individual who is an alcoholic or drug abuser whose current use of alcohol or drugs prevents the individual from performing the duties of the job in question, or whose employment, by reason of current alcohol or drug abuse, would constitute a direct threat to property or the safety of others; or any individual who has a currently contagious disease or infection and who, by reason of such disease or infection, would constitute a direct threat to the health or safety of other individuals or who, by reason of the currently contagious disease or infection, is unable to perform the duties of the job. For purposes of other programs and activities, the term does not include any individual who is an alcoholic or drug abuser whose current use of alcohol or drugs prevents the individual from participating in the program or activity in question, or whose participation, by reason of such current alcohol or drug abuse, would constitute a direct threat to property or the safety of others. As used in this definition, the phrase: (a) Physical or mental impairment includes: (1) Any physiological disorder or condition, cosmetic disfigurement, or anatomical loss affecting one or more of the following body systems: Neurological; musculoskeletal; special sense organs; respiratory, including speech organs; cardiovascular; reproductive; digestive; genito-urinary; hemic and lymphatic; skin; and endocrine; or (2) Any mental or psychological disorder, such as mental retardation, organic brain syndrome, emotional or mental illness, and specific learning disabilities. The term physical or mental impairment includes, but is not limited to, such diseases and conditions as orthopedic, visual, speech and hearing impairments, cerebral palsy, autism, epilepsy, muscular dystrophy, multiple sclerosis, cancer, heart disease, diabetes, mental retardation, emotional illness, drug addiction and alcoholism. (b) Major life activities means functions such as caring for one's self, performing manual tasks, walking, seeing, hearing, speaking, breathing, learning and working. (c) Has a record of such an impairment means has a history of, or has been misclassified as having, a mental or physical impairment that substantially limits one or more major life activities. (d) Is regarded as having an impairment means: (1) Has a physical or mental impairment that does not substantially limit one or more major life activities but that is treated by a recipient as constituting such a limitation; (2) Has a physical or mental impairment that substantially limits one or more major life activities only as a result of the attitudes of others toward such impairment; or (3) Has none of the impairments defined in paragraph (a) of this section but is treated by a recipient as having such an impairment.

**RICHMOND REDEVELOPMENT
AND HOUSING AUTHORITY
DWELLING LEASE**

SMOKE FREE POLICY

ADDENDUM F

This Smoke-Free Policy Lease Addendum (this "Addendum") is made part of that certain lease (hereafter the "Lease") dated _____ between Richmond Redevelopment and Housing Authority (also "RRHA" or "Landlord") and _____ (the "Tenant"), concerning the premises located at _____, Richmond, Virginia (the "Leased Premises" or "Premises"). All applicable terms of the Lease are incorporated by reference as if fully laid out herein, and shall continue to have full force and effect.

This Addendum states the following additional terms, conditions and rules which are hereby incorporated into the Lease. A breach of this Addendum shall give each party named above all rights contained herein, as well as any of the rights in the Lease.

1. **Purpose of the "Smoke-Free Policy"**: The parties desire to mitigate (i) the irritation and known health effects of lit tobacco products; (ii) the increased maintenance, cleaning and redecorating costs from lit tobacco products; (iii) the increased risk of fire from lit tobacco products; and (iv) the higher costs of fire insurance for a non-smoke free building. In furtherance of such smoke-free policy, the parties agree as follows:

2. **Definitions:**
 - a. **"Prohibited tobacco product"** means (i) any item that involves the ignition and burning of tobacco leaves, including, without limitation, cigarettes, cigars, and pipes; (ii) water pipes ("hookahs") used to smoke tobacco products, to the extent not covered by the preceding clause, and (iii) electronic cigarettes.

 - b. **"Electronic cigarette"** means any electronic device that provides a vapor of liquid nicotine, with or without other substances, which simulates the use of lit tobacco products. The term shall include such devices whether they are manufactured or referred to as "e-cigarettes," "e-cigars," or "e-pipes," or under any other product or trade name.

 - c. **"Smoking"** and **"to smoke"** means using any prohibited tobacco product, as defined above.

 - d. **"Smoke"** means the smoke, fumes, or vapor generated by smoking, as defined above.

 - e. **"Restricted area"** means any location within or upon any real property owned by Landlord, whether such location is indoors or outdoors, if such location is within 25 feet from any building, door, or window existing upon such real property. Without limitation, "restricted area" specifically includes the interior or exterior of any individual public housing unit, common area, and administrative office building within or upon Landlord's real property.

3. **Use of prohibited tobacco products in restricted areas:** Tenant and members of Tenant's household shall not smoke, nor permit Tenant's guests or visitors within the control of the Tenant to smoke, in any restricted area.

4. **Tenant to Promote No-Smoking Policy and to Alert Landlord of Violations:** Tenant shall inform Tenant's guests and visitors that smoking is not permitted in restricted areas. Further, Tenant shall promptly give Landlord a written statement of any incident where smoke is migrating into the Premises from sources outside of the Premises. Landlord will seek the source of the smoke and take appropriate action.

5. **Landlord to Promote No-Smoking Policy:** Landlord shall post no-smoking signs at entrances and exits, common areas and in conspicuous places adjoining the grounds of the Premises.

6. **Designated smoking areas:** Tenant specifically acknowledges and agrees that Landlord will not establish any location upon its properties, whether within or without a restricted area, as a designated smoking area.

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7. **Smoking as breach of Lease:** A Tenant breaches this Addendum when RRHA determines the Tenant (or their household member or guest) to be smoking in a restricted area. Any breach of this Addendum is a breach of the Lease, and the parties are afforded all rights and obligations pursuant thereto, subject to the further terms and conditions of this Addendum.
8. **Remedies for breach:**
- a. **First breach.** Upon the first breach of this Addendum, Landlord may assess against the Tenant a fine not to exceed one hundred dollars (\$100.00).
 - b. **Second breach.** Upon the second breach of this Addendum, and pursuant to Paragraph 10(E) of the Lease and Chapter 21, Section (C)(1) of the ACOP (as both may be hereafter amended), RRHA may issue the Tenant a 21-Day Notice of Non-Compliance of Lease (the “21/30 Notice”). Such 21/30 Notice shall state that if a third breach occurs within 21 days of such notice, a thirty (30) day lease termination notice will be issued.
 - c. **Third breach within eighteen months.** If the Tenant breaches this Addendum at any time within eighteen (18) months from the date of the 21/30 Notice, RRHA may, pursuant to Paragraph 10(E) of the Lease and Chapter 21, Section (C)(1) of the ACOP (as both may hereafter be amended), issue the Tenant a thirty (30) day lease termination notice.
 - d. **Third breach after eighteen months.** If the Tenant breaches this Addendum more than eighteen (18) months after the date of the 21/30 Notice, such breach shall be considered a “first breach” in accordance with Paragraph 8(a) of this Addendum.
9. **Landlord Not a Guarantor of Smoke-Free Environment:** Tenant acknowledges that Landlord’s execution of this Addendum do not make the Landlord or any of its managing agents the guarantor of Tenant’s health, or of any smoke-free condition of the Premises or the common areas. However, Landlord shall take reasonable steps to enforce the smoke-free terms of this Addendum. Landlord is not required to take steps in response to smoking unless Landlord has a factual basis to believe smoking has occurred.
10. **Disclaimer by Landlord:** Tenant acknowledges that Landlord’s designation of the Community as smoke-free does not in any way change the standards of care that the Landlord or managing agent would have to a Tenant household to render Public Housing Premises designated as smoke-free any safer, more habitable or improved in terms of air quality standards than any other rental premises. Landlord specifically disclaims any implied or express warranties that the Public Housing Premises will have any higher or improved air quality standards than any other rental property. Landlord cannot and does not warranty or promise that the Premises will be free from smoke. Tenant acknowledges that the Landlord’s ability to police, monitor or enforce the provisions of this Addendum is dependent in significant part on voluntary compliance by Tenant and Tenant’s guests. Tenants with respiratory ailments, allergies or any other physical or mental condition relating to smoke are put on notice that Landlord does not assume any higher duty of care to enforce this Addendum than any other obligation under the Lease.

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Tenant's Certification:

Tenant covenants and agrees that the Smoke Free Policy which is attached to and made a part of the Lease, or are hereafter adopted by Landlord to apply uniformly to all tenants and made known to all tenants, shall have the same force and effect as covenants of the Lease and the Tenant covenants that he/she, their family members, guests and any other person under their control will observe the Smoke Free Policy as a condition of the Lease. Violations of the Smoke Free Policy may result in fines and or lease termination.

IN WITNESS WHEREOF, the parties have executed this Addendum this __ day of _____, 20__ in Richmond, Virginia.

Tenant: _____ Date: _____

Co-Tenant: _____ Date: _____

Property Address: _____

RRHA Representative: _____ Date: _____