

PART II: TERMS AND CONDITIONS

THIS PART II TO THE LEASE AGREEMENT, hereinafter referred to as “Terms and Conditions” is between the City of Danville Redevelopment and Housing Authority, (DRHA) and Resident named in Part I of this Lease (Resident). [24 CFR 966.4 (a)]

1. Lease Term and Rent _____ / _____

- a. Unless otherwise modified or terminated in accordance with the provisions of this Lease, the Term shall be for twelve (12) months. The Term will be automatically renewed for the same period, except, DRHA may not renew the Lease if any adult household member has violated the requirement for performance of community service or participation in an economic self-sufficiency program. [966.4 (a)(2)(i)]

The amount of the Total Resident Payment and Resident Rent shall be determined by DRHA in compliance with HUD regulations and requirements and in accordance with the then current DRHA’s Admissions and Continued Occupancy Policy. [966.4 (c)]

- b. The Rent amount is stated in Part I of this Lease. Rent shall remain in effect unless adjusted by DRHA in accordance with Paragraph 6 of Part II or other applicable provisions of this Lease.

Rent is DUE and PAYABLE in advance on the first day of each month and shall be considered delinquent after the tenth calendar day of the month. Rent may include utilities as described herein and includes all maintenance services not due to normal wear and tear. [966.4 (e)(1) & (3)]

When DRHA makes any change in the amount of Rent, DRHA shall give written notice to Resident. The notice shall state the new amount, and the date from which the new amount is applicable. Rent redeterminations are subject to the Administrative Grievance Procedure. The notice shall also state that Resident may ask for an explanation of how the amount is computed by DRHA. If Resident asks for an explanation, DRHA shall respond in a reasonable time. [966.4 (c)(4)]

- c. Use and Occupancy of Dwelling: Resident shall have the right to exclusive use and occupancy of the leased Unit by Resident and other household members listed on Part I the Lease, including reasonable accommodation of their guests. [966.4(d)]. The head of household is responsible for the conduct of visitors and guests or any Other Person Under Resident’s Control, inside the unit as well as anywhere on or near DRHA premises. [966.4(f)]

With the prior written consent of DRHA, members of the household may engage in legal profit making activities in the Unit. [966.4(d)(1) & (2)]

This provision permits reasonable accommodation of Resident’s guests or visitors for a period no longer than fourteen (14) consecutive days or a total of thirty (30) cumulative calendar days during any twelve (12) month period. A Resident’s family must notify DRHA when overnight guests will be staying in the unit more than three (3) days. Permission may be granted, upon written request to the Manager, for an extension of this provision. [966.4 (d)(1)]

Guests who represent the unit address as their residence address for receipt of benefits or any other purpose will be considered unauthorized occupants. In addition, guests who remain in the unit beyond the allowable time limit will be considered unauthorized occupants, and their presence constitutes violation of the lease.

- d. Ability to comply with Lease terms: If, during the Term of this Lease, Resident, by reason of physical or mental impairment is no longer able to comply with the material provisions of this Lease, and cannot make arrangements for someone to aid him/her in complying with the Lease, and DRHA cannot make any reasonable accommodation that would enable Resident to comply

with the Lease, DRHA will assist Resident, or designated member(s) of Resident's household or Emergency Contact to find more suitable housing and move Resident from the Unit. If there are no such person(s) who can or will take responsibility for moving Resident, DRHA will work with appropriate agencies to secure suitable housing and will terminate the Lease.

At the time of admission, all Residents must identify an Emergency Contact to be contacted if they become unable to comply with lease terms.

2. Other Charges _____ / _____

In addition to Rent, Resident is responsible for the payment of certain other charges specified in this Lease. The type(s) and amounts of charges are specified in Part I of this Lease Agreement. Additionally, other charges may include [966.4 (b)(2)]:

- a. Maintenance costs - The cost for services or repairs due to intentional or negligent damage to the Unit, common areas or grounds beyond normal wear and tear, caused by Resident, any member of Resident's household, Guest or any Other Person Under Resident's Control. When DRHA determines that needed maintenance is not caused by normal wear and tear, Resident shall be charged for the cost of such service, either in accordance with the Schedule of Maintenance Charges posted by DRHA or (for work not listed on the Schedule of Maintenance Charges) based on the actual cost to DRHA for the labor and materials needed to complete the work. If overtime work is required, overtime rates shall be charged. [966.4 (b)(2)]
- b. Excess Utility Charges - At developments where utilities are provided by DRHA, a charge shall be assessed for excess utility consumption according to DRHA's current posted schedule. This charge does not apply to Residents who pay their utilities directly to a utility supplier. [966.4 (b)(2)]
- c. Late Charges - The Resident agrees that all rent and other charges are due and payable in advance on the first day of each month. Payments which are not received by DRHA by the close of business on the tenth (10th) calendar day of the month will be considered delinquent. The Resident agrees to pay a twenty-five dollar (\$25.00) late charge if all rent and other charges due on the first of each month are not received by DRHA by the close of business on the tenth (10th) calendar day of the month. DRHA shall provide written notice of the amount of any charge in addition to Resident Rent, and when the charge is due. Charges in addition to Rent are due no sooner than two weeks after Resident received DRHA's written notice of the charge. Payments which are late will be accepted by DRHA with reservation.
- d. Returned Check Charges - If the Resident pays rent and other charges with a check that is returned for insufficient funds or is written on a closed account, the rent will be considered unpaid and a returned check fee of ten dollar (\$10.00) will be charged to the Resident. The fee will be due and payable fourteen (14) days after billing. DRHA shall require Resident to pay by certified check or money order for all future payments if Resident's bank has returned one or more personal checks unpaid within twelve (12) months.

3. Payment Location _____ / _____

Rent and other charges must be paid at the Management Office of the apartment complex in which the Resident resides. Rent must be paid by check or money order. Residents who have submitted a check that is returned for insufficient funds shall be required to make all future payments by certified check or money order.

4. Security Deposit _____ / _____

- a. Resident Responsibilities: Resident agrees to pay, upon occupancy, a Security Deposit equivalent to two (2) months' rent or the maximum established set level based on bedroom size, whichever is less. The dollar amount of the Security Deposit is noted on Part I of this Lease. [966.4 (b)(5)]
- b. DRHA's Responsibilities: DRHA will use the Security Deposit plus any interest earned at the termination of this Lease:

- (1) To pay the cost of any Rent or any other charges owed by Resident at the termination of this Lease.
- (2) To reimburse the cost of cleaning or repairing any damages to the apartment and any equipment on the premises beyond normal wear and tear to the Unit caused by Resident, any member of Resident's household, Guest or any Other Person Under Resident's Control.
- (3) If the Resident transfers to another unit, DRHA will transfer the security deposit to the new unit. The Resident will be billed for any maintenance or other charges due for the "old" unit.

The Security Deposit may not be used to pay Rent or other charges while Resident occupies the Unit. No refund of the Security Deposit will be made until Resident has vacated and DRHA has inspected the Unit.

The return of a Security Deposit shall occur within thirty (30) days after Resident vacates the Premises. DRHA agrees to return the Security Deposit, if any, to Resident when he/she vacates, less any deductions for any costs indicated above, so long as Resident furnishes DRHA with a forwarding address. If any deductions are made, DRHA will furnish Resident with a written statement of any such costs for damages and/or other charges deducted from the Security Deposit. Interest will be accrued at the rate established by laws of the Commonwealth of Virginia on the Security Deposit which Management holds for thirteen (13) months or longer.

5. Utilities and Appliances [966.4 (b)(1)] _____ / _____

- a. DRHA Supplied Utilities: If indicated by an (X) on Part I, DRHA will supply the indicated utility. DRHA will not be liable for the failure to supply any utility service for any cause whatsoever beyond DRHA's control. The charges for excess utility consumptions are not due and collectible until two (2) weeks after DRHA gives written notice of the charges. Notices of excess utility charges will be included within monthly rent statement and are considered notices of adverse action under this Lease.

If indicated by an (X) on Part I of the Lease, DRHA will provide a cooking range and refrigerator. Other major electrical appliances, such as, air conditioners, freezers, extra refrigerators, washers, dryers, etc., may be installed and operated only with the written approval of DRHA. [966.4(b)(2)]

DRHA agrees to furnish the following utilities as reasonably necessary: heat, hot and cold running water, and gas for cooking. DRHA agrees to furnish gas and water not to exceed the monthly allowable amounts as listed on the attached Lease Addendum. However, if Resident's consumption of utilities exceeds the allowable amounts during any monthly utility billing period, DRHA may charge Resident for any excess utility use above and beyond allowances at rates posted at the rental office. Such amount shall be considered additional rent, and Resident's failure to pay such charges shall be a material default under the terms of this Lease. Charges to Resident for excessive gas and water consumption shall be based on individual check meter reading. Meters will be read every month and billing made monthly.

Charges for excessive consumption of gas and/or water shall be due and payable to DRHA on the first day of the month following notification, but in no event less than two weeks after the Resident is furnished written notice of the charges. DRHA is not responsible for failing to furnish utilities because of circumstances beyond its control.

- b. Resident-paid Utilities: If Resident resides in a development where DRHA does not supply electricity, natural gas, heating fuel, water, sewer service, or trash collection, an Allowance for Utilities shall be established, appropriate for the size and type of Unit, for utilities Resident pays directly to the utility supplier. The Total Resident Payment less the Allowance for Utilities equals Resident Rent. If the Allowance for Utilities exceeds the Total Resident Payment, DRHA will pay a Utility Reimbursement each month.

DRHA may change the Utility Allowance at any time during the term of the Lease, and shall give Resident 60 days written notice of the revised Utility Allowance along with any resultant changes in Rent or utility reimbursement.

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

- c. Resident Responsibilities: Resident agrees not to waste the utilities provided by DRHA and to comply with any applicable law, regulation, or guideline of any governmental entity regulating utilities or fuels. [966.4 (f)(8)]. Resident also agrees to abide by any local ordinance or DRHA Policy restricting or prohibiting the use of space heaters. Resident agrees to pay promptly any utility bills for utilities supplied to Resident by a direct connection to the utility company, and to avoid disconnection of utility service for such utilities.

6. Redetermination of Rent, Dwelling Size and Eligibility _____ / _____

Monthly Rent as shown in Part I of this Lease, or as adjusted in accordance with the provisions herein, will remain in effect for the period between regular Rent determination, unless there is a change in household income or household composition, Rent formulas or procedures are changed by Federal law or regulation.

- a. Annual Recertification of Rent: DRHA will conduct an annual reexamination of income, family composition and community service requirement compliance at least once a year for all Residents paying income-based rent. DRHA will conduct a reexamination of family composition at least annually and an annual review of community service requirement compliance for families who pay flat rent and must conduct a reexamination of family income at least once every three (3) years. [960.257(a)(2)]. Resident agrees to supply DRHA, when requested, with accurate information about household composition, age of household members, income and source of income of all household members, assets, community service activities and related information necessary to determine eligibility, annual income adjusted income, Rent, and whether the family is overcrowded or overhoused according to DRHA policy. Failure to supply such information when requested is a serious violation of the terms of the Lease and DRHA may terminate the lease. All information must be verified. Resident agrees to comply with DRHA requests for verification by signing releases for third-party sources, presenting documents for review, or providing other suitable forms of verification. [966.4 (c)(2)]

When DRHA determines the amount of Rent payable by Resident or determines that Resident must transfer to another Unit based on household composition, DRHA shall notify Resident that Resident may ask for an explanation stating the specific grounds of DRHA's determination and that, if Resident disagrees with DRHA's determination, Resident may request a hearing under DRHA's Grievance Procedure. This determination will be made in accordance with the **then current** Admissions and Continued Occupancy Policy, which is publicly posted in the Site Manager's Office and available there for examination by Resident during DRHA's normal business hours. A copy of such policy may be furnished on request at the expense of the person making the request.

- b. Family Choice of Payment: DRHA must provide Public Housing families admitted or subject to recertification after October 1, 1999, the option of electing whether to pay rent based on their income, or to pay flat rent. Flat rent is based on the rental value of the unit which HUD interprets to be the same as reasonable market value for comparable units in the community. In accordance with the approved Admission and Continued Occupancy Policy, DRHA must provide the flat rent information along with the income based rent information annually. At the time of leasing or as part of the recertification process, the family must complete and sign the Family Choice of Payment.
- c. Interim Reexamination of the Rent: The Resident agrees to report any change in family composition or earned income, including new employment to the Management Office in which they reside or the Management Office responsible for their community within ten (10) calendar days of the occurrence of such a change. Based on the type of change reported, DRHA will determine the documentation

the family will be required to submit. The family must submit any required information or documents within ten (10) business days of receiving a request from DRHA. This time frame may be extended for good cause with DRHA approval. DRHA will accept required documentation by e-mail, mail, by fax or in person. Failure to report a change within the required time frame, or failure to provide all required information within the required time frame will result in a retroactive Rent charge. (Information with respect to any other addition to Resident's household shall be provided to DRHA in advance as required by Part I of Lease.) This Lease will NOT be revised to permit a change of household composition resulting from a request to allow adult children to move back into the Unit unless it is determined that the move is essential for the mental or physical health of Resident AND it does not disqualify the household for the size Unit it is currently occupying. Rent will not change during the period between regular reexaminations unless, during such period, any of the following takes place:

- (1) Change in household composition.
- (2) Increase in earned income, including new employment.
- (3) For families receiving the Earned Income Disallowance (EID), DRHA will conduct an interim reexamination at the start, to adjust the exclusion with any changes in income and at the conclusion of the second twelve (12) month exclusion period (fifty (50) percent phase-in period)
- (4) If the family has reported zero (0) income, DRHA will require residents to complete a questionnaire every thirty (30) days attesting to their income.
- (5) If at the time of the annual reexamination, it is not feasible to anticipate a level of income for the next twelve (12) months (e.g. seasonal or cyclic income), DRHA will schedule an interim reexamination to coincide with the end of the period for which it is feasible to project income.
- (6) If at the time of the annual reexamination, Resident-provided documents were used on a provisional basis due to the lack of third-party verification and third-party verification becomes available.
- (7) Rent formulas or procedures are changed by Federal law or regulation.
- (8) It is necessary to correct an error in a previous reexamination or in response to an intentional, negligent or fraudulent statement regarding family composition or income.
- (9) A Resident may request an interim reexamination any time the family has experienced a change in circumstances since the last determination. DRHA will process the request if the family reports a change that will result in a reduced family income.

d. Changes in Rent will be made as follows:

- (1) Resident agrees to pay any increase in Rent resulting from an interim reexamination or an annual recertification on the first of the month following a thirty (30) day notice to the Resident. If a Resident fails to report a change within the required time frames, or fails to provide all required information within the required time frames, the increase will be applied retroactively, to the date it would have been effective had the information been provided on a timely basis. The Resident will be responsible for any underpaid rent and may be offered a repayment agreement in accordance with the Admissions and Continued Occupancy Policy.
- (2) A decrease in Rent resulting from a decrease in household income will be effective on the first day of the month following the month in which the change was reported. In cases where the change cannot be verified until after the date the change would have come effective, the change will be made retroactively.
- (3) Resident agrees to pay any increase in Rent resulting from the implementation of changes in Rent computation or increases due to changes in regulations, policy or procedures required by the United States Department of Housing and Urban Development.
- (4) In the case of a Rent increase due to misrepresentation, failure to report a change in household composition, or failure to report an increase in earned income, including new employment (after a reduction in Rent per the Flat Rent Policy), the Resident will be responsible for any underpaid rent and may be offered a repayment agreement in accordance with the Admissions and Continued Occupancy Policy.

e. Transfers: [966.4 (c)(3)]

- (1) Emergency Transfers: If a dwelling unit is damaged to the extent that it poses an immediate, verifiable threat to the life, health or safety of the Resident or Resident family members that cannot be repaired or abated within twenty-four (24) hours, DRHA will provide temporary accommodations to the Resident by arranging for temporary lodging. If the conditions that required the transfer cannot be repaired, or the condition cannot be repaired in a reasonable amount of time, DRHA will transfer the Resident at DRHA's expense to the first available and appropriate unit after the temporary relocation.
- (2) DRHA Required Transfers:
 - (a.) Residents without disabilities that are housed in an accessible Unit with special features agree to transfer at DRHA's expense to a Unit without such features within thirty (30) days when either a current Resident or an applicant needs the features of the units and there is another unit available for the non-disabled family.
 - (b.) DRHA may require a Resident to transfer when an annual recertification indicates that there has been a change in family composition, and the Resident household size has changed and the Residents household is now too large (overcrowded) or too small (over-housed) for the unit occupied. If the Resident was initially placed in an inappropriately sized unit at lease-up, where the Resident is over-housed, to prevent vacancies, the Resident agrees to transfer to a unit of an appropriate size based on DRHA's occupancy standards, when DRHA determines there is a need for the transfer at the Resident's expense.
 - (c.) DRHA will relocate Resident into another Unit at DRHA's expense if it is determined necessary for disposition, revitalization, rehabilitate or demolish Resident's Unit.
 - (d.) A DRHA required transfer is an adverse action. As an adverse action, the transfer is subject to the requirements regarding notices of adverse actions. If the family requests a grievance hearing within the required timeframe, DRHA may not take action on the transfer until the conclusion of the grievance process.
 - (e.) The reasonable costs of transfers paid by DRHA, include the cost of packing, moving and unloading. Rather than reimbursing the family for eligible, reasonable expenses related to the move, DRHA will either complete the move, or make arrangements and pay for the move.
- (3) Resident Requested Transfer: DRHA will consider any Resident requests for transfers in accordance with the transfer priorities established in the Admissions and Continued Occupancy Policy.

7. DRHA Obligations [966.4 (e)] _____ / _____

- a. To maintain the Unit and the Development in decent, safe and sanitary condition; [966.4 (e)(1)]
- b. To comply with the requirements of applicable building codes, housing codes, and HUD regulations materially affecting health and safety; [966.4 (e)(2)]
- c. To make necessary repairs to the Unit; [966.4 (e)(3)]
- d. To keep Development building, facilities, and common areas, not otherwise assigned to Resident for maintenance and upkeep, in a clean and safe condition; [966.4 (e)(4)]
- e. To maintain in good and safe working order and condition electrical, plumbing, sanitary, heating, ventilating, and other facilities and appliances, including elevators supplied or required to be supplied by DRHA; [966.4 (e)(5)]
- f. To provide and maintain appropriate receptacles and facilities (except container for the exclusive use of an individual Resident household) for the deposit of garbage, rubbish, and other waste removed from the premise by Resident as required by this Lease; [966.4 (e)(6)]
- g. To supply running water and reasonable amounts of hot water and reasonable amount of heat at appropriate times of the year according to local custom and usage; EXCEPT where the building that includes the Unit is not required to be equipped for that purpose, or where heat or hot water is

generated by an installation within the exclusive control of Resident and supplied by a direct utility connection; [966.4 (e)(7)]

- h. To afford Residents an opportunity for a hearing under DRHA's Grievance Procedure if they believe they have been subjected to bullying behaviors (as defined by Virginia Code Section 22.1-276.01) from other DRHA residents. Bullying is "any aggressive and unwanted behavior that is intended to harm, intimidate, or humiliate the victim." To grieve bullying, the alleged victim must assert that the behavior was either repeated over time or inflicted severe emotional trauma.
- i. To notify Resident of the specific grounds for any proposed adverse action by DRHA. (Such adverse action includes, but is not limited to: a proposed Lease termination, transfer of Resident to another Unit, change in amount of Rent, or imposition of charges for maintenance and repair, or for excess consumption of utilities.) When DRHA is required to afford Resident the opportunity for a hearing under DRHA Grievance Procedure for a Grievance concerning a proposed adverse action:
 - (1) The Notice of the proposed adverse action shall inform Resident of the right to request such hearing. In the case of Lease termination, a notice of Lease termination that complies with Code of Federal Regulations Part 966 shall constitute adequate notice of proposed adverse action. See paragraph 13 of this Lease.
 - (2) In the case of a proposed adverse action other than a proposed Lease termination, DRHA shall not take the proposed action until time to request such a hearing has expired or (if hearing was timely requested) the Grievance process has been completed. [966.4 (e)(8)]

8. Resident's Obligations _____ / _____

NOTICE: UNDER THIS LEASE, RESIDENT SHALL BE HELD RESPONSIBLE FOR THE ACTIONS OF PERSONS WHO ARE NOT MEMBERS OF RESIDENT'S HOUSEHOLD IF SUCH PERSONS ARE GUESTS OF RESIDENT OR GUEST OF A MEMBER OF RESIDENT'S HOUSEHOLD OR OTHER PERSON(S) UNDER RESIDENT'S CONTROL. VIOLATION OF THIS LEASE BY SUCH PERSONS SHALL RESULT IN TERMINATION OF THIS LEASE AND EVICTION OF RESIDENT.

IF THE PROHIBITED ACTIONS INVOLVE CRIMINAL ACTIVITY OR DRUG-RELATED CRIMINAL ACTIVITY BY RESIDENT, MEMBERS OF RESIDENT'S HOUSEHOLD, GUESTS, OR OTHER PERSONS UNDER RESIDENT'S CONTROL, ARREST OR CONVICTION FOR SUCH ACTIONS IS NOT NECESSARY FOR SUCH ACTIONS TO CONSTITUTE GROUNDS FOR TERMINATION OF THIS LEASE AND EVICTION OF RESIDENT.

a. Resident shall be obligated:

- (1) Not to assign the Lease or sublease the Unit. [966.4 (f)(1)]
- (2) (a) Not to give accommodation to boarders or lodgers. [966.4 (f)(2)]
 - (b) Not to give accommodation to long-term Guests (in excess of fourteen (14) consecutive days or a total of thirty (30) cumulative calendar days during any twelve (12) month period.) without the advance written consent of DRHA. A Resident's family must notify DRHA when overnight guests will be staying in the unit more than three (3) days.
 - (c) Not to give accommodations to any former Resident previously evicted from another DRHA Development or Property.
- (3) To use the Unit solely as a private dwelling for Resident and Resident's household as identified in PART I of the Lease, and not to use or permit its use for any other purpose. [966.4 (f)(3)]. This provision does not exclude the care of foster children or live-in care of a member of Resident's household, provided the accommodation of such persons conforms to DRHA's occupancy standards, and so long as DRHA has granted prior written approval for the foster child(ren), or live-in aide to reside in the Unit. [966.4 (d)((3)(i)]
- (4) To abide by necessary and reasonable regulations publicized by DRHA for the benefit and well-being of the Development and Residents. These regulations shall be posted in conspicuous manner in the Property Manager's Office. Violations of such regulations constitutes a violation of the Lease. [966.4 (f)(4)]

- (5) To comply with the requirements of applicable state and local building or housing codes, materially affecting health and/or safety of Resident and household. [966.4 (f)(5)]
- (6) To keep the Unit and other such areas as may be assigned to Resident for exclusive use in a clean and safe condition. [966.4(f)(6)] This includes removing snow and keeping front and rear entrances and walkways of the Unit free from hazards and trash and keeping the yard free of debris and litter. Exceptions to this requirement will be made for Residents who have no household members able to perform such tasks because of age or disability. [966.4(g)]
- (7) 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 DRHA. [966.4(f)(7)]
- (8) To refrain from, and cause Resident, any member of Resident's household, Guest or any Other Person Under Resident's Control to refrain from, littering or leaving trash and debris in common areas.
- (9) To use only in reasonable manner all electrical, sanitary, heating, ventilating, air-conditioning, and other facilities and appurtenances including elevators. [966.4(f)(8)]
- (10) To refrain from, and to cause Resident, any member of Resident's household, Guest or any Other Person Under Resident's Control, to refrain from destroying, defacing, damaging, or removing any part of Unit or Development. [966.4 (f)(9)]
- (11) To take reasonable precautions to prevent fires and to refrain from storing or keeping highly volatile or flammable materials upon the Premises.
- (12) Not to install in the Unit other major electrical appliances, such as, air conditioners, freezers, extra refrigerators, washers, dryers, etc., without written approval of DRHA.
- (13) To pay reasonable charges (other than for normal wear and tear) for the repair of damages to the Unit, Development buildings, facilities, or common areas caused by Resident, any member of Resident's household, Guest or any Other Person Under Resident's Control. [966.4(f)(10)]
- (14) To act and cause Resident, any member of Resident's household, Guest or any Other Person Under Resident's Control to act in a manner that will:
 - (a) Not disturb other residents' peaceful enjoyment of their accommodations; and
 - (b) Be conducive to maintaining all DRHA developments in a decent, safe, and sanitary condition. [966.4 (f)(11)]
- (15) (a) To assure that no Resident, member of Resident's household or Guest engages in:
 - (i) Any criminal activity that threatens the health, safety, or right to peaceful enjoyment of the Premises by other residents or employees of DRHA, or;
 - (ii) Any drug-related criminal activity on or off the Premises.(b) To assure that no Other Person Under Resident's Control engages in:
 - (i) Any criminal activity that threatens the health, safety, or right to peaceful enjoyment of the Premises by other residents or employees of DRHA, or;
 - (ii) Any drug-related criminal activity on the Premises.(c) To assure that no member of the household engages in abuse or pattern of abuse of alcohol that affects the health, safety, or right to peaceful enjoyment of the Premises by other residents.
- (d) Drug related criminal activity means the illegal manufacture, sale, distribution, or use of a drug, or the possession of a drug with intent to manufacture, sell, distribute or use the drug, or controlled substance as defined in the Controlled Substances Act. [21 U.S.C. 802].
- (16) To assure that no Resident, member of Resident's household or Guest engages in bullying behavior against other residents as defined in Virginia Code Section 22.1-276.01.
- (17) To make no alterations or repairs or redecorations to the interior of the Unit or to the equipment, nor to install additional equipment or major appliances without written consent of DRHA. To make no changes to locks or install new locks on exterior doors without DRHA's written approval. To use no nails, tacks, screws, brackets, or fasteners on any part of the Unit (a reasonable number of picture hangers accepted) without authorization by DRHA.
- (18) To give prompt prior notice to DRHA, in accordance with paragraph 14, Notices And Notice Procedures, of Resident's leaving Unit unoccupied for any period exceeding one (1) calendar week.
- (19) To act in a cooperative manner with neighbors and DRHA Staff. To refrain from and cause Resident, any member of Resident's household, Guest, or any Other Person Under Resident's

Control to refrain from acting or speaking in an abusive or threatening manner towards neighbors and DRHA staff.

- (20) Not to display, use, or possess or allow Resident, any member of Resident's household, Guest or any Other Person Under Resident's Control to display, use or possess any illegal firearms, (operable or inoperable) or other illegal weapons as defined by the laws and courts of the State of Virginia anywhere on the Premises or other property, developments or complexes owned or managed by DRHA.
- (21) To avoid obstructing sidewalks, areaways, galleries, passages, elevators, or stairs and to avoid using these for purposes other than going in and out of the Unit.
- (22) To refrain from erecting or hanging radio or television antennas or satellite dishes on or from any part of the Unit, except in accordance with regulations set forth by DRHA with the written approval of DRHA.
- (23) To refrain from placing signs of any type in or about the dwelling except those allowed under applicable zoning ordinances and then only after having received written permission from DRHA.
- (24) To refrain from, and cause Resident, any member of Resident's household, Guest or any Other Person Under Resident's Control to refrain from keeping, maintaining, harboring, or boarding any animal of any nature in the Unit except in accordance with DRHA's pet policy, unless a verified disability warrants the possession of a service animal or companion animal.
- (25) To remove from DRHA property any vehicles without valid registration and inspection stickers. To refrain from parking any vehicles in any right-of-way or fire lane designated and marked by DRHA. Any inoperable or unlicensed vehicle as described above will be removed from DRHA property at Resident's expense. Automobile repairs are not permitted on DRHA development or property.
- (26) To remove any personal property left on DRHA property when Resident leaves, abandons or surrenders the Unit. Property left for more than thirty (30) days shall be considered abandoned and will be disposed of by DRHA. Costs for storage and disposal shall be assessed against the former Resident.
- (27) To use reasonable care to keep his/her Unit in such condition as to ensure proper health and sanitation standards for Resident, household members and neighbors. **RESIDENT SHALL NOTIFY DRHA PROMPTLY OF KNOWN NEED FOR REPAIRS TO HIS/HER UNIT**, and of known unsafe or unsanitary condition in the Unit or in common areas and grounds of the Development. Resident's failure to report the need for repairs in a timely manner shall be considered to contribute to any damage that occurs.
- (28) (a) Not to commit any fraud in connection with any Federal housing assistance program, and (b) Not to receive assistance for occupancy of any other unit assisted under any Federal housing assistance program during the term of the Lease.
- (29) To pay promptly any utility bills for utilities supplied to Resident by a direct connection to the utility company, and to avoid disconnection of utility service for such utilities.
- (30) For each adult in Resident household to perform at least eight (8) hours per month of qualifying community service (as specified by DRHA) unless the requirement is waived due to age, disability, or the fact that an adult is excused from this requirement because he/she is working, attending an educational institution, or participating in some other qualified training program.
- (31) Not to knowingly or intentionally violate school truancy laws by failing to take reasonable measures to encourage and promote school attendance by all school-aged members of Resident's household.
- (32) Not to engage in child abuse or neglect within the meaning of Virginia Code Section 18.2-371.1.
- (33) Not to engage in family abuse as defined in Virginia Code Section 16.1-228.
- (34) Resident is responsible for any personal belongings, which are damaged or destroyed by natural disaster or other, circumstances which are beyond the control of DRHA. DRHA will not be liable for any damage or injury to the person or property of Resident, Resident, any member of Resident's household, Guest or any Other Person Under Resident's Control caused or contributed to directly or indirectly by or from any interruption of utilities, defects in structure, appliances, electrical wiring, plumbing, heating or by fire, smoke, water, wind, or

acts of nature or other occurrences unless such injury, loss or damage is caused by the negligence of DRHA. DRHA will not be responsible for any accident, assault, burglary, vandalism or other crimes to Resident, any member of Resident's household, Guest or any Other Person Under Resident's Control. All goods and chattels placed or stored in or about the Premises are at the risk of Resident. DRHA strongly recommends that Resident secure renter's insurance to protect against such loss, damage or injury.

9. Abandonment of The Premises; Abandoned Property and Furnishings _____ / _____

Resident shall be presumed to have abandoned the Premises if Resident is absent from the Premises for eight (8) consecutive days from date of discovery by DRHA of Resident's absence, and Resident has not notified DRHA in writing in advance of an intended absence as provided in this Lease. If the Premises are abandoned, this Lease shall be deemed terminated on the date DRHA determines abandonment to have occurred, and DRHA may re-lease the Premises.

If any items of personal property are left in the Premises, or in any storage area provided by DRHA, after this Lease has terminated and the Premises have been delivered to DRHA, or after DRHA deems that an abandonment of the Premises has occurred, DRHA may consider such property to be abandoned. DRHA shall prepare an itemized listing of the abandoned property and may immediately remove such personal property from the Premises or storage area to a place of safekeeping where it shall be held for a period of one (1) month from the termination of tenancy. Resident shall have the right to claim the property within said one-month period provided Resident pays the reasonable costs incurred by DRHA in placing the property in storage or safekeeping. Upon expiration of said one-month period, DRHA may dispose of the abandoned property as DRHA deems fit or appropriate (including by sale or by donation to charity), provided DRHA has given ten (10) days' written notice to Resident at the last known address of Resident and provided DRHA maintains an itemized listing of the property so disposed of for a period of two (2) years after disposal. Any funds received by DRHA on disposition of the abandoned property shall be applied to pay any amounts due DRHA by Resident, including the reasonable costs incurred by DRHA in selling, storing or safekeeping the property. DRHA shall treat any funds remaining after such application as security deposits are treated hereunder.

DRHA RESERVES THE RIGHT TO SECURE THE DWELLING AND/OR REMOVE RESIDENT'S PERSONAL PROPERTY TO A STORAGE FACILITY UPON THE DEATH OR INCAPACITY OF A SOLE RESIDENT, UNTIL SUCH TIME AS A PROPERLY VERIFIED PERSONAL REPRESENTATIVE OR NEXT OF KIN EXECUTES THE PROPER RECEIPTS REQUIRED BY DRHA FOR RESIDENT'S PERSONAL PROPERTY.

Such property shall be handled, stored and (if necessary) disposed of as provided above for abandoned property, and all storage costs incurred by DRHA shall be repaid by Resident prior to the removal of the property.

Resident agrees to supply DRHA with Emergency Contact Sheet, which designates an adult person as Resident's agent to be responsible for removal of Resident's personal property in the event of the death or incapacity of Resident, or in the event that this Lease is terminated by DRHA and Resident is otherwise unavailable. The Emergency Contact Sheet is attached hereto and incorporated herein by reference.

10. Defects Hazardous to Life, Health or Safety [966.4 (h)] _____ / _____

In the event that the Unit is damaged to the extent that conditions are created that is hazardous to the life, health, or safety of the occupants:

a. DRHA Responsibilities:

- (1) DRHA shall be responsible for repair of the Unit within a reasonable period of time after receiving notice from Resident, provided, if the damage was caused by Resident, any member of Resident's household, Guest or any Other Person Under Resident's Control the reasonable cost of the repairs shall be charged to Resident. [966.4(h)(2)]

- (2) DRHA shall offer Resident a replacement Unit, if available, if necessary repairs cannot be made within a reasonable time. DRHA is not required to offer Resident a replacement Unit if Resident, any member of Resident's household, Guest or any Other Person Under Resident's Control caused the hazardous condition. [966.4 (h)(3)]
- (3) In the event DRHA, as described above cannot make repairs, and alternative accommodations are unavailable, then Rent shall abate in proportion to the seriousness of the damage and loss in value as a dwelling. No abatement of Rent shall occur if Resident rejects alternative accommodations or if Resident, any member of Resident's household, Guest or any Other Person Under Resident's Control caused the damage. [966.4 (h)(4)]
- (4) If DRHA determines that the Unit is untenable because of imminent danger to the life, health, and safety of Resident, and Resident refuses alternative accommodations, this Lease shall be terminated, and any Rent paid will be refunded to Resident less any deductions for Rent or any other charges owed by Resident.

b. Resident Responsibilities:

- (1) Resident shall immediately notify the Property Manager of the damage and intent to abate Rent, when the damage is or becomes sufficiently severe that Resident believes he/she is justified in abating Rent. [966.4 (h)(1)]
- (2) Resident agrees to continue to pay full Rent, less the abated portion agreed upon by DRHA, during the time in which the defect remains uncorrected.
- (3) Resident shall accept any replacement Unit offered by DRHA.
- (4) Resident agrees to immediately notify the DRHA of any damages to the premises causing a hazard to life, health, or safety. The Resident agrees to notify DRHA of damages to the Resident's apartment and of unsafe conditions in the common areas and grounds of the apartment community.
 - (a) Resident will immediately notify DRHA of any smoke detector malfunction.
 - (b) Resident agrees to properly maintain the unit to prevent mold and mildew. Resident acknowledges that it is necessary for Resident to keep the Unit clean, and take other measures to retard and prevent mold and mildew from accumulating in the Unit. Resident agrees to clean and dust the Unit on a regular basis and to remove visible moisture accumulation on windows, walls and other surfaces as soon as reasonably possible. Resident agrees not to block or cover any of the ventilation or air-conditioning ducts in the Units. Resident also agrees to report immediately to DRHA:
 - (i) Any evidence of water leak or excessive moisture in the Unit as well as in any storage room, or other common area;
 - (ii) Any evidence of mold or mildew like growth that cannot be removed by simply applying a common household cleaner and wiping the area;
 - (iii) Any failure or malfunction in the ventilation or air-conditioning system in the Unit; and
 - (iv) Any inoperable windows or doors.
 - (c) Resident further agrees that Resident shall be responsible for damage to the Unit and DRHA property as well as personal injury to Resident and member of Resident's household directly resulting from Resident's failure to comply with these terms.
 - (d) The Resident agrees not to block any window, door, or electrical breaker box.
 - (e) Resident agrees not to create tripping hazards from the installation of cable, telephone, or computer wires.
 - (f) Resident agrees to pay for fire damage to the Unit or DRHA property caused by any fire, which the Danville City Fire Department determines in its official reports, was due to the negligence or fault of the Resident, any member of Resident's household, Guest or any Other Person Under Resident's Control.

11. Move-in and Move-out Inspections _____ / _____

- a. Move-in Inspection: DRHA and Resident or representative shall inspect the Unit prior to

occupancy by Resident. DRHA will give Resident a written statement of the condition of the Unit, both inside and outside, and note any equipment provided with the Unit. The statement shall be signed by DRHA and Resident and a copy of the statement retained in Resident's folder. DRHA will correct any deficiencies noted on the inspection report, at no charge to Resident. [966.4 (i)]

- b. Move-out Inspection: DRHA will inspect the Unit at the time Resident vacates and give Resident a written statement of the charges, if any, for which Resident is responsible. Resident and/or representative may join in such inspection, unless Resident vacates without notice to DRHA. [966.4 (i)]

12. Entry of Premises During Tenancy _____ / _____

a. Resident Responsibilities:

- (1) Resident agrees that the duly authorized agent, employee, or contractor of DRHA will be permitted to enter Resident's dwelling during reasonable hours (8:30 A.M. to 5:00 P.M.) for the purpose of performing routine maintenance, making improvements or repairs, inspecting the Unit, or showing the Unit for re-leasing. [966.4 (j)(1)]
- (2) When Resident calls to request maintenance on the Unit, DRHA shall attempt to provide such maintenance at a time convenient to Resident. If Resident is absent from the Unit when DRHA comes to perform maintenance, Resident's request for maintenance shall constitute permission to enter.

b. DRHA's Responsibilities:

- (1) DRHA shall give Resident at least forty-eight (48) hours written notice that DRHA intends to enter the Unit. DRHA may enter only at reasonable times. [966.4 (j)(1)]
- (2) DRHA may enter Resident's Unit at any time without advance notification when there is reasonable cause to believe that an emergency exists. [966.4 (j)(2)]
- (3) If Resident and all adult members of the household are absent from the Unit at the time of entry, DRHA shall leave in the Unit a written statement specifying the date, time and purpose of entry prior to leaving the Unit. [966.4 (j)(3)]

13. Termination of Tenancy and Eviction _____ / _____

a. HUD requires DRHA to terminate the lease if:

- (1) A Resident or any member of Resident's household fails to submit required documentation within the required timeframe concerning any family member's citizenship or immigration status;
- (2) A Resident or any member of Resident's household submits evidence of citizenship and eligible immigration status in a timely manner, but United States Citizenship and Immigration Services (USCIS) primary and secondary verification does not verify eligible immigration status of the family, resulting in no eligible family members; or
- (3) A member of Resident's household, as determined by DRHA has knowingly permitted another individual who is not eligible for assistance to reside (on a permanent basis) in the unit;
- (4) For (3), such termination must be for a period of at least twenty-four (24) months. This does not apply to ineligible noncitizens already in the household where the family's assistance has been prorated; A Resident or any member of Resident's household fails to provide the documentation or certification required for any family member who obtains a social security number, joins the family, or reaches six (6) years of age;
- (5) Failure by Resident to accept DRHA's offer of a lease revision to an existing lease with written notice of the offer to Resident of the revision at least sixty (60) calendar days before the lease revision is scheduled to take effect and when the offer specifies a reasonable time limit within that period for acceptance by the Resident;
- (6) A Resident or any member of Resident's household has ever been convicted of the manufacture or production of methamphetamine on the premises of federally-assisted housing; and;

- (7) Failure of an adult family member to comply with Community Service and Economic Self-Sufficiency requirements. NOTE that this is grounds only for non-renewal of the lease and termination of tenancy at the end of the twelve-month lease term.
- b. DRHA may terminate or refuse to renew this Lease only for serious or repeated violations of material terms of this Lease such as the following:
- (1) Failure to make payments due under this Lease;
 - (2) Repeated late payment, which shall be defined as failure to pay the amount of Rent or other charges due by the tenth (10th) of the month. Four such late payments within a twelve (12) month period shall constitute a repeated late payment;
 - (3) Failure to pay utility bills when Resident is responsible for paying such bills directly to the supplier of utilities;
 - (4) Failure to fulfill other obligations of Resident as set forth in this Lease; or
 - (5) For other good cause.
- c. Other good cause includes, but is not limited to, the following:
- (1) Criminal activity or alcohol abuse as provided in paragraph d below;
 - (2) **If Resident or any member of the Resident's household becomes subject to a registration requirement under a state sex offender program;**
 - (3) Discovery after admission of facts that made Resident ineligible for residency;
 - (4) Discovery of material false statements or fraud by Resident in connection with an application for assistance or with reexamination of income;
 - (5) Failure of a nonexempt family member residing in a HOPE VI Development to comply with Community Service requirements;
 - (6) Failure to supply, in a timely fashion, any certification, release, information, or documentation on household income or composition needed to process annual reexaminations or interim redeterminations with respect to rent, eligibility, or the appropriateness of dwelling size;
 - (7) Failure to transfer to an appropriate size dwelling unit based on family composition, upon appropriate notice by DRHA that such a dwelling unit is available;
 - (8) Failure to permit access to the unit by DRHA after proper advance notification for the purpose of performing routine inspections and maintenance, for making improvements or repairs, or to show the dwelling unit for re-leasing, or without advance notice if there is reasonable cause to believe that an emergency exists;
 - (9) Failure to inform DRHA of the birth, adoption or court-awarded custody of a child within ten (10) business days of the event;
 - (10) Failure to abide by the provisions of DRHA pet policy;
 - (11) Resident has breached the terms of a repayment agreement entered into with DRHA;
 - (12) Resident or a member of the Resident's household has violated federal, state, or local law that imposes obligations in connection with the occupancy or use of the premises;
 - (13) Resident or a member of the Resident's household has engaged in or threatened violent or abusive behavior toward DRHA personnel.
 - (14) Resident or a member of the Resident's household has purposely disengaged the unit's smoke detector.
- d. Termination of tenancy for criminal activity or alcohol abuse:
- (1) Evicting Drug Criminals.
 - (a) Methamphetamine Conviction. DRHA shall immediately terminate the tenancy if DRHA determines that Resident or any member of Resident's household has ever been convicted of drug-related criminal activity for manufacture of methamphetamine on the premises of any federally assisted housing.
 - (b) Drug crime on or off the Premises. Drug related criminal activity engaged in on or off the Premises by any Resident, any member of Resident's household or Guest, and any such activity engaged in on the Premises by any Other Person Under Resident's Control is grounds for DRHA to terminate tenancy. In addition, DRHA may evict a Resident and every member of Resident's household when DRHA determines that a household member is illegally using a drug or when DRHA determines that a pattern of illegal use of a drug

interferes with the health, safety, or right to peaceful enjoyment of the Premises by other residents.

(2) Evicting Other Criminals.

(a) Threat to other residents. DRHA shall immediately terminate the tenancy for any criminal activity by Resident, any member of Resident's household, Guest, or any Other Person Under Resident's Control that threatens the health, safety, or right to peaceful enjoyment of their residences by persons residing in the immediate vicinity of the Premises by other residents, including employees of DRHA, except that:

(i.) Criminal activity directly relating to domestic violence, dating violence, or stalking, engaged in by a member of the Resident's household or any guest or other person under the Resident's control, shall not be cause for termination of the tenancy or occupancy rights, if the Resident or immediate member of the Resident's family is a victim of that domestic violence, dating violence, or stalking. NOTE:

Notwithstanding subparagraph 13 d.(2)(a.), DRHA may bifurcate (divide) the Lease in order to evict, remove, or terminate assistance to any individual who is a Resident or lawful occupant and who engages in criminal acts of physical violence against family members or others, without evicting, removing, terminating assistance to, or otherwise penalizing the victim of such violence who is also a Resident or lawful occupant.

(ii.) Nothing in subparagraph 13 d.(2)(a.) may be construed to limit DRHA's authority, when notified, to honor court orders addressing rights of access to or control of the Leased Premises, including civil protection orders issued to protect the victim and issued to address the distribution or possession of property amount the household members in cases where a family breaks up.

(iii.) Nothing in subparagraph 13 d.(2)(a.) limits any otherwise available authority of DRHA to evict the Resident for any violation of the Lease not premised on the act or acts of violence in question against the Resident or a member of the Resident's household, provide that DRHA does not subject an individual who is or has been a victim of domestic violence, dating violence, or stalking to a more demanding standard than other Residents in determination whether to evict or terminate.

(iv.) Nothing in subparagraph 13 d.(2)(a.) may be construed to limit DRHA to terminate the tenancy of any Resident if DRHA can demonstrate an actual and imminent threat to other Residents, to DRHA employees, or to those providing services to the Premises if the Resident's tenancy is not terminate.

(b) Fugitive felon or parole violator. DRHA may terminate the tenancy if Resident or a member of Resident's household, is fleeing to avoid prosecution, custody or confinement after conviction, for a crime, or attempt to commit a crime, that is a felony under the laws of the place from which the individual flees, (or in the case of the State of New Jersey, is a high misdemeanor), or violating a condition of probation or parole imposed under Federal or State law. DRHA may terminate the tenancy if Resident, any member of Resident's household, Guest or any Other Person Under Resident's Control engages in child abuse or neglect within the meaning of Virginia Code Section 18.2-371.1.

(c) DRHA may terminate the tenancy if Resident, any member of Resident's household, Guest or any Other Person Under Resident's Control engages in family abuse within the meaning of Virginia Code Section 16.1-228.

(3) Eviction for Criminal Activity.

(a) Evidence. DRHA will evict Resident for criminal activity if a preponderance of the evidence indicates that Resident, any member of Resident's household, Guest or any Other Person Under Resident's Control has engaged in the criminal activity, REGARDLESS of whether an arrest or conviction has been made for such activity and without satisfying the standard of proof used for a criminal conviction.

(b) Notice to Post Office. When DRHA evicts a Resident or a member of the Resident's household for criminal activity, DRHA must notify the local post office serving the

Premises that the Resident or a member of the Resident's household is no longer residing on the Premises.

- (4) Evicting Alcohol Abusers. DRHA may terminate the tenancy if DRHA determines that a Resident or a member of Resident's household has:
 - (a) Engaged in abuse or pattern of abuse of alcohol that threatens the health, safety, or right to peaceful enjoyment of the Premises by other residents; or
 - (b) Furnished false or misleading information concerning illegal drug use, alcohol abuse, or rehabilitation of illegal drug users or alcohol abusers.
- e. Exclusion of Household Member: DRHA may require Resident to exclude a household member in order to continue to reside on the Premises, where that household member has participated in or been culpable for action or failure to act that warrants termination.
- f. DRHA's Consideration of Decisions to Terminate Tenancy:
 - (a) Consideration of Circumstances. DRHA may consider all circumstances relevant to a particular case such as the seriousness of the offending action, the extent of participation by Resident in the offending action, the effects that the eviction would have on family members not involved in the offending activity and the extent to which Resident has shown personal responsibility and has taken all reasonable steps to prevent or mitigate the offending action.
 - (b) Consideration of Rehabilitation. In determining whether to terminate tenancy for illegal drug use or a pattern of illegal drug use by a household member who is no longer engaging in such use, or for abuse or a pattern of abuse of alcohol by a household member who is no longer engaging in such abuse, DRHA may consider whether such household member is participating in or has successfully completed a supervised drug or alcohol rehabilitation program, or has otherwise been rehabilitated successfully. For this purpose, DRHA may require Resident to submit evidence of the household member's current participation in or successful completion of, a supervised drug or alcohol rehabilitation program or evidence of otherwise having been rehabilitated successfully.
- g. Resident's Termination of Tenancy: Resident agrees to provide DRHA at least thirty (30) calendar days' advance written notice of their intent to vacate the Premises and terminate this Lease. Upon termination of this Lease, Resident agrees that the Unit shall not be considered "vacated" for rental charge purposes until such time as the keys are returned and DRHA accepts the Unit. Resident agrees that DRHA will promptly remove any personal property left on the Premises or the Development when Resident abandons or surrenders the Premises. If the Resident fails to notify DRHA that s/he has vacated the premises and does not turn in keys, the Resident will continue to be held responsible for the dwelling unit and will be charged rent through the date DRHA obtains possession of the premises.

14. Notices and Notice Procedures _____ / _____

- a. DRHA shall notify Resident of the specific grounds for any proposed adverse action by DRHA. (Such adverse action may include but is not limited to lease termination, transfer of Resident to another Unit, or imposition of late charges or charges for maintenance and repair or for excess consumption of utilities.)
- b. When DRHA must afford Resident the opportunity for a hearing under DRHA's Grievance Procedure for a grievance concerning a proposed adverse action, the notice of proposed adverse action shall inform Resident of the right to request such hearing. In the case of a lease termination, a notice of lease termination sent in accordance with this Lease shall constitute adequate notice of the proposed adverse action. In the case of a proposed adverse action other than a lease termination, DRHA shall not take the proposed action until the time for Resident to request a Grievance hearing has expired and, if a hearing was timely requested by Resident, the Grievance process has been completed.
- c. Notices given by DRHA to Resident shall be in writing and shall be either (i) delivered to Resident or to an adult member of Resident's household residing in the Premises or (ii) sent by prepaid first-class mail properly addressed or, at DRHA's option, by certified or registered mail, return receipt requested. Any first-class mailing so addressed and not returned to DRHA shall be deemed received by Resident.

- d. Notices given by Resident to DRHA shall be in writing and shall be either (i) delivered to the Management Office of the Development or the central office of DRHA or (ii) sent by prepaid first-class mail addressed to DRHA at P.O. Box 1476 Danville, VA 24543-1476
 - e. If Resident is visually impaired, all notices from DRHA to Resident shall be in a format accessible to Resident.
 - f. **NOTICE OF LEASE TERMINATION:** DRHA shall give Resident Written Notice of Lease Termination. The notice of lease termination/demand for possession shall state specific grounds for termination, and shall inform Resident of Resident's right to make such reply as Resident may wish. These notices may be combined into one document. When DRHA is required to afford Resident the opportunity for a Grievance hearing, the notice shall also inform Resident of Resident's right to request a hearing in accordance with DRHA's Grievance Procedure. DRHA shall provide Resident a reasonable opportunity to examine, at Resident's written request, before a Grievance hearing or judicial proceeding concerning a termination of tenancy or eviction, any documents, including records and regulations, which are in the possession of DRHA, and which are directly relevant to the termination of tenancy or eviction. Resident shall be provided a copy of any such document at Resident's expense.
 - (1) The length of the notice shall be as follows:
 - (a) Fourteen (14) days in the case of failure to pay Rent;
 - (b) A reasonable period of time considering the seriousness of the situation (but not to exceed thirty (30) days), if:
 - (i) the health or safety of other Residents, DRHA's employees, or persons residing in the immediate vicinity of the Premises is threatened; or
 - (ii) any member of the household has engaged in any criminal activity; or
 - (iii) any member of the household has been convicted of a felony; or
 - (iv) thirty (30) days in any other case.
 - (c) Thirty (30) calendar days in any other case, except that if a state or local law allows a shorter notice period, such shorter period shall apply.
 - (2) Lease Termination Where Grievance Procedure Not Required. When DRHA is not required to afford Resident the opportunity for a hearing under DRHA's Grievance Procedure, the notice of lease termination shall:
 - (a) State that Resident is not entitled to a Grievance hearing on the termination.
 - (b) Specify the judicial eviction procedure to be used by DRHA for eviction of Resident, and state that the U.S. Department of Housing and Urban Development has determined that this eviction procedure provides the opportunity for a hearing in court that contains the basic elements of due process as defined in U.S. Department of Housing and Urban Development regulations.
 - (c) State whether the eviction is for any activity that may threaten the health, safety, or right to peaceful enjoyment of the Premises by other Residents or employees of DRHA or any criminal activity or drug-related criminal activity on or off such Premises.
 - g. Resident Responsibility: Any notice to DRHA must be in writing, delivered to the Property Manager's Office or to DRHA's central office, or sent by prepaid first-class mail, properly addressed. [966.4 (k)(1)(ii)]
 - h. DRHA Responsibility: Notice to Resident must be in writing, delivered to Resident or to any adult member of the household residing in the Unit, or sent by first-class mail addressed to Resident. [966.4 (k)(1)(i)]
 - i. Unopened, canceled, first class mail returned by the Post Office shall be sufficient evidence that notice was given.
 - j. If Resident is visually impaired, all notices must be in an accessible format. [966.4 (k)(2)]
- 15. Eviction Only By Court Action:** DRHA may evict Resident from the Unit only by complying with eviction procedures established by Virginia law. _____ / _____
- 16. Waiver:** No delay or failure by DRHA in exercising any right under this Lease agreement, 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. _____ / _____

- 17. Housekeeping Standards:** In an effort to improve the livability and conditions of the apartments owned and managed by DRHA, uniform standards for resident housekeeping have been developed for all Resident families. _____ / _____
- a. DRHA Responsibility: The standards that follow will be applied fairly and uniformly to all Residents. DRHA will inspect each Unit at least annually, to determine compliance with the standards. Upon completion of an inspection DRHA will notify Resident in writing if he/she fails to comply with the standards. Residents whose housekeeping habits pose a non-emergency health or safety risk, encourage insect or rodent infestation, or cause damage to the unit are in violation of the lease. DRHA will provide proper notice to Resident of lease violation or the specific correction(s) required. A re-inspection will be conducted within thirty (30) days to confirm that the resident has complied with the requirement to abate the problem. Failure to abate the problem or allow for a re-inspection is considered a violation of the lease and shall result in termination of tenancy in accordance with the Admissions and Continued Occupancy Policy.
 - b. Resident responsibility: Resident is required to abide by the standards Housekeeping Standards attached. **Failure to abide by the Housekeeping Standards that result in the creation or maintenance of a threat to health or safety is a violation of the Lease terms and can result in eviction.**

Housekeeping Standards: Inside the Apartment _____ / _____

General:

- (1) Walls: should be clean, free of dirt, grease, holes, cobwebs, and fingerprints.
- (2) Floors: should be clean, clear, dry and free of hazards.
- (3) Ceilings: should be clean and free of cobwebs.
- (4) Windows: should be clean and not nailed shut. Shades or blinds should be intact.
- (5) Woodwork: should be clean, free of dust, gouges, or scratches.
- (6) Doors: should be clean, free of grease and fingerprints. Doorstops should be present. Locks should work.
- (7) Heating Units: should be dusted and access uncluttered.
- (8) Trash: shall be disposed of properly and not left in the Unit.
- (9) Entire Unit should be free of rodent or insect infestation.

Kitchen:

- (1) Stove: should be clean and free of food and grease.
- (2) Refrigerator: should be clean. Freezer door should close properly and freezer have no more than one inch of ice.
- (3) Cabinets: should be clean and neat. Cabinet surfaces and countertop should be free of grease and spilled food. Cabinets should not be overloaded. Storage under the sink should be limited to small or lightweight items to permit access for repairs. Heavy pots and pans should not be stored under the sink.
- (4) Exhaust Fan: should be free of grease and dust.
- (5) Sink: should be clean, free of grease and garbage. Dirty dishes should be washed and put away in a timely manner.
- (6) Food storage areas: should be neat and clean without spilled food.
- (7) Trash/garbage: should be stored in a covered container until removed to the disposal area.

Bathroom:

- (1) Toilet and tank: should be clean and odor free.
- (2) Tub and shower: should be clean and free of excessive mildew and mold. Where applicable, shower curtains should be in place, and of adequate length.
- (3) Lavatory: should be clean
- (4) Exhaust fans: should be free of dust.
- (5) Floor: should be clean and dry.

Storage Areas:

- (1) Linen closet: should be neat and clean.
- (2) Other closets: should be neat and clean. No highly volatile or flammable materials should be stored in the Unit.
- (3) Other storage areas: should be clean, neat and free of hazards.

Housekeeping Standards: Outside the Apartment

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

- (1) Yards: should be free of debris, trash, and abandoned cars. Exterior walls should be free of graffiti.
- (2) Porches (front and rear): should be clean and free of hazards. Any items stored on the porch shall not impede access to the Unit.
- (3) Steps (front and rear): should be clean, and free of hazards. Nothing but yard furniture is allowed on porches
- (4) Sidewalks: should be clean and free of hazards.
- (5) Storm doors: should be clean, with glass or screens intact.
- (6) Parking lot: should be free of abandoned cars. There should be no car repairs in the lots.
- (7) Hallways: should be clean and free of hazards.
- (8) Stairwells: should be clean and uncluttered.
- (9) Laundry areas: should be clean and neat. Remove lint from dryers after use.
- (10) Utility room: should be free of debris, motor vehicle parts, and flammable materials.

RESIDENT AGREES THAT ALL THE PROVISIONS OF THIS LEASE HAVE BEEN READ AND ARE UNDERSTOOD AND FURTHER AGREES TO BE BOUND BY ITS PROVISIONS, ALL AS EVIDENCE BY RESIDENT'S SIGNATURE ON PART I HEREOF