

ALEXANDRIA REDEVELOPMENT AND HOUSING AUTHORITY
401 WYTHE STREET
ALEXANDRIA, VIRGINIA 22314
703.549.7115

TAX CREDIT LEASE
(Ed: 2015)

Description of Parties and Premises

The Alexandria Redevelopment and Housing Authority, ("ARHA") as agent for _____, a Virginia limited partnership ("Landlord"), agrees to Lease to the named Resident, the dwelling Premises in the community listed below (hereinafter "the Premises"), subject to the terms, covenants, and conditions set forth in this Lease:

Resident: _____	Public Housing Community No. _____
Address: _____	Bedroom Size: _____
Apt. No.: _____	Annual Review Date: _____
Alexandria, Virginia _____	Resident Account Number: _____

Hereinafter referred to as "the Premises"

Other members of the household authorized to reside in the Premises:

Name: _____	Date of Birth: _____
Name: _____	Date of Birth: _____
Name: _____	Date of Birth: _____
Name: _____	Date of Birth: _____

Solely Resident and authorized members of the household as listed above may occupy the Premises.

WITNESSETH THAT:

Landlord, relying upon the representations made to it by Resident as to Resident's household composition, employment, and income of himself or herself and members of his or her family does hereby enter this Lease upon the following terms and conditions:

1. LEASE TERM:

This Lease shall commence on _____ and shall continue until _____ and for the term of twelve (12) months thereafter, provided, that in the absence of a notice to terminate, as provided in Section 11 herein, this Lease will automatically be renewed for successive terms of twelve (12) months upon 1) payment each month by Resident of the

rental as specified or as adjusted by a further endorsement at the end of this Lease in accordance with the provisions of Section 3 hereof, 2) upon compliance by Resident with the terms and conditions of this Lease and applicable, statutes, rules and regulations, 3) if the family is in compliance with the Premises service or participation in an economic self-sufficiency program in accordance with federal laws, regulations and Landlord's Admissions and Continued Occupancy Plan and 4) unless earlier terminated by Resident or Landlord pursuant to Section 11 herein.

2. AMOUNT AND DUE DATE OF RENTAL PAYMENTS:

A. Rent for the period beginning _____ and ending at midnight _____ shall be \$_____. Monthly rent in the amount of \$_____ shall be due and payable upon the execution of this Lease. The remaining monthly installments shall be due and payable in full on the first day of each month thereafter beginning on the first day of the second month. Rent shall be deemed to be paid when received at 401 Wythe Street, Alexandria, Virginia 22314, or at such other place as Landlord may from time to time designate in writing to Resident. In the event a monthly payment is received after 5:00 p.m. on the 5th day of the month, Resident agrees to pay as an additional charge or late fee the sum of Thirty Dollars (\$30.00), or ten percent (10%) of the monthly contract rent, whichever is greater. No personal checks will be accepted after 5:00 p.m. on the 5th of the month. If Landlord's offices are closed for any reason, the due date will extend to 5:00 p.m. on the next business day.

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

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

All rent payments will be first applied to all past due balances and then to current rental due. No partial payment or cash shall be accepted. All checks shall be made payable to the Alexandria Redevelopment and Housing Authority (ARHA).

B. In addition to the rent payments set forth herein, Resident agrees to pay to Landlord the sum of _____ (\$_____) as a security deposit equal to one month's rent, payable at the time of rental application. The deposit shall be held by

Landlord as security for the faithful performance by Resident of all terms of this agreement. Further, if Resident has fully complied with all the provisions of this agreement, including, but not limited to, Section 7.O and has vacated the Premises, leaving the Premises thoroughly cleaned and in good condition, reasonable wear and tear excepted, the deposit shall be returned within forty-five (45) days of Resident vacating the Premises, less any charges for damages to the Premises, fixtures or furnishings (reasonable wear and tear excepted) and any other charges due Landlord from Resident. If any portion of the deposit is retained by Landlord, Landlord shall forward within forty-five (45) days after Resident vacates the Premises, an itemized accounting of the proceeds which are retained and the reasons therefor. Resident agrees to notify Landlord, in writing, of his or her new address at the time of vacating the Premises. Resident may not under any condition deduct any rent payments from the security deposit.

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

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

3. UTILITIES:

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

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

Resident shall upon execution of this Lease, arrange for all utilities for which Resident is financially responsible (as indicated above) to be placed in the name of Resident. Resident shall use in a reasonable manner all utilities and all electrical, plumbing, sanitary, heating, ventilating, air-conditioning and other facilities and appliances in the Premises and keep all utilities for which Resident is financially responsible paid for at all

times during the term of this Lease. Failure to comply with the foregoing provisions shall constitute a breach of this Lease and shall be grounds for termination of this Lease.

B. Landlord shall furnish and provide routine maintenance for:

- Range
- Furnace
- Refrigerator

C. A Schedule of Charges to residents for maintenance and repair beyond normal wear and tear shall be available for review at 401 Wythe St., Alex, Va.. Charges shall be due and collectible two weeks after Landlord has given written notice of the charges to Resident.

4. REDETERMINATION OF RENT, DWELLING SIZE AND ELIGIBILITY.

Resident agrees that any change in family composition must be reported to Landlord in writing within ten (10) days of such change and any increase in income must be reported to Landlord in writing within ten (10) calendar days of such increase. When requested by Landlord, Resident also agrees to furnish accurate information to Landlord as to family income, employment, and family composition for purposes of permitting Landlord to perform its Annual Review. This information shall be used by Landlord (i) to determine whether the rental should be changed, (ii) whether the dwelling size is still appropriate for Resident's needs, (iii) whether Resident is still eligible for public housing and (iv) if Resident remains eligible to occupy low-income tax credit pursuant to the requirements of Section 42 of the Internal Revenue Code of 1986, as amended. Resident shall also give Landlord authorization to verify all sources of income. These determinations will be made in accordance with the ARHA's Admissions and Continued Occupancy Plan.

In all cases Landlord will be obligated to schedule the annual reexamination at least one hundred and twenty (120) days prior to the Annual Review date. Resident may also be subject to eviction because of failure to make full, prompt, and accurate disclosures and supply documentation as required by Landlord.

A. Rent fixed in Section 2 hereof or as adjusted pursuant to the above will remain in effect for the period between rent determinations.

Where Resident, intentionally or willfully, has misrepresented or failed to submit to Landlord any facts used in the determination of rent, Landlord may charge and collect as rent the difference between the rent actually paid and the rent which should have been paid had the proper information been submitted by Resident in a timely manner. If this Lease is an extension of occupancy by Resident under a prior Lease or Leases with Landlord, such amount due under the prior Lease or Leases may be charged and collected as if the same had occurred hereunder;

B. In the event of any rent change pursuant to the above, Landlord will mail or deliver a "Notice of Rent Change" to Resident in accordance with Section 11 hereof. In case of a

rent decrease, the rent change will become effective the first of the month following the change in circumstances, provided that Resident has timely reported such change.

In the case of a rent increase, the rent increase will become effective the first of the second month following the change, unless the rent increase results from finding of a misrepresentation as noted above. Resident agrees to be bound by any change determined by Landlord to be necessary by application of this Section 4 and applicable rules and regulations.

- C. Resident may show a change in Resident's circumstances which would justify a reduction in rent pursuant to ARHA's Admission and Continued Occupancy Plan by submitting a signed statement and other, setting forth the true facts as to the family composition, employment, and family income.
- D. If Resident can show that the income on the basis of which the rent was calculated has terminated, then Resident shall report this information to Landlord, together with any information concerning other sources of income which have become available to family members since the last rent determination. The rent will then be redetermined based on the information which is provided and verified.
- E. Resident agrees to annually sign a release, as provided by Landlord, allowing Landlord to release information regarding Resident's income, family composition or other information regarding Resident's eligibility for continued occupancy, to appropriate personnel to evaluate Resident's continued eligibility for occupancy, including but not limited to eligibility for occupancy in low-income tax credit housing pursuant to the requirements of Section 42 of the Internal Revenue Code of 1986, as amended.
- F. If Landlord determines that the size of the Premises is no longer appropriate for either Resident's needs or pursuant to applicable regulations, then Landlord shall give Resident thirty (30) days' notice that Resident may be transferred any time after said thirty (30) day period. Thereafter, Resident shall relocate to the new Premises within three (3) days of Landlord's written notification to Resident of the address of the new Premises. If Resident fails to accept the proffered Premises, Landlord may terminate this Lease.

Every reasonable effort will be made by Landlord to transfer Resident to an appropriate premises within _____, however if no appropriate Premises is available, Resident may be transferred to another Premises as determined by ARHA.

Resident must schedule an agreed upon time and be present for a move out inspection with a designated Housing Inspector. Resident will sign a move out inspection form and turn in the keys to the vacated Premises to the Housing Inspector, 401 Wythe Street, Alexandria, Va. by 5:00 p.m. of the day the former Premises is vacated by Resident. If Resident fails to turn in the keys as required, Resident shall be charged rent for the old and new Premises until the keys are turned in as set forth above and Resident shall be in violation of the terms and conditions of this Lease and may be subject to termination of

this Lease for a violation of this provision. If Resident does not turn in the keys as required above, Landlord shall change the locks and charge Resident the cost thereof.

The security deposit from a prior premises shall be transferred to the account of the new Premises. If Resident's initial security payment was less than the PHA minimum security deposit requirement of \$500.00, then the Landlord shall request the difference to equal the minimum requirement or the family's new TTP at the time of transfer, whichever is greater. Resident will be billed for any maintenance or other charges due for the "old" Premises.

5. OCCUPANCY:

Resident shall have the right to exclusive use and occupancy of the Premises. Only the persons identified in this Lease as residing at the Premises may live at the Premises. A guest or visitor of Resident may be accommodated for a period of up to fifteen (15) days each year for each guest/visitor. If any such visit will extend beyond fifteen (15) days, Resident must notify Landlord in writing, stating the reasons for the extended visit, which must be authorized in writing by Landlord. Written consent of Landlord must be obtained prior to adding more members to Resident's household, unless such additional members are added to Resident's household solely by means of births and adoptions. The foregoing restriction against adding more members to Resident's household includes caring for foster children and providing live-in care of a member of Resident's family.

6. OBLIGATIONS OF LANDLORD:

Landlord shall be obligated:

- A. To maintain the Premises and the Premises in clean, decent, and sanitary condition;
- B. To comply with the requirements of applicable building codes, housing codes, and HUD regulations materially affecting health and safety;
- C. To make necessary repairs to the Premises;
- D. To enforce and require compliance with provisions of the Homeowners Association covenants and requirements;
- E. To keep Premises buildings, facilities, and common areas, not otherwise assigned to Resident for maintenance and upkeep, in a clean and safe condition;
- F. 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 Landlord;
- G. To provide and maintain appropriate receptacles and facilities (except containers for the exclusive use of an individual resident family) for the deposit of garbage, rubbish, and

other waste removed from the Premises by Resident in accordance with the provisions of this Lease;

- H. To notify Resident of the specific grounds for any proposed adverse action by Landlord;
- I. Not discriminate against Resident in the provision of services, or in any other manner, on the grounds of race, color, creed, religion, sex, marital status, sexual orientation, gender identity, handicap, or national origin.

7. OBLIGATIONS OF RESIDENT:

Resident shall be obligated as follows:

- A. Not to assign this Lease or to sub-lease or otherwise transfer possession of the Premises or any part thereof;
- B. Not to provide accommodations for boarders, ~~or~~ lodgers or unauthorized residents;
- C. To use the Premises solely as a private dwelling for Resident and the members of Resident's household identified in the Lease and not to use or permit its use for any other purposes. Resident agrees that the Premises will be Resident's only place of residence;
- D. To abide by necessary and reasonable rules and regulations, including but not limited to ARHA's Admissions and Continued Occupancy Plan issued by Landlord for the benefit and well-being of the housing Premises and Residents, which regulations shall be available for review at 401 Wythe St., Alex Va. Violation of such rules and regulations constitute a violation of this Lease, provided, however, that any such regulations shall be consistent with the terms of this Lease. In the event of a conflict between any such rule or regulation and any provision of this Lease, the provision of the Lease shall govern;
- E. To comply with all obligations imposed upon residents by applicable provisions of building and housing codes materially affecting health and safety.
- F. To keep the Premises, adjacent grounds, and such other areas as may be assigned to Resident's exclusive use in a clean, orderly, and safe condition;
- G. To dispose of all garbage, rubbish, and other waste from the Premises in a sanitary and safe manner or be assessed a fine of sixty-five dollars (\$65.00) plus the cost of clean up by Landlord's staff pursuant to the Landlord's schedule of maintenance charges. Resident shall make sure that all Resident's trash is removed from any and all common areas including but not limited to stairs, hallways, stairwells, sidewalks, passageways, garages;
- H. To use, only as intended and in a reasonable manner, all electrical, plumbing, sanitary, heating, ventilating, air-conditioning, and other facilities and appurtenances including elevators. No exterior or interior modification of the Premises shall be made by Resident without prior written, revocable permission of Landlord. No signs, fixtures, fences or

systems shall be installed, and or altered by Resident without prior written, revocable permission of Landlord. No wallpaper, contact paper, or other wall covering shall be installed by Resident. Resident is not permitted to paint either the interior or exterior of the Premises without prior written permission of Landlord. Gardens will be permitted only in landscaping beds approved by Landlord and areas not covered by grass. Resident is prohibited from digging in lawn areas;

- I. To not permit or commit any nuisance or disorderly or unlawful conduct in or about the Premises, to properly control the conduct of members of the family and guests on Landlord's property, and to avoid any conduct which interferes with the peaceful possession and rights of other residents and neighbors; to conduct themselves, their family members and guests in a manner which will be conducive to maintaining the Premises in a decent, safe and sanitary condition;
- J. To not keep, maintain, harbor or board any dog, cat, livestock or pets of any nature except as provided by Landlord's Pet Policy or as provided by Law. Residents may not have pets unless and until they comply with the requirements of the provisions of Landlord's Admissions and Continued Occupancy Plan regarding pets;
- K. To pay reasonable charges (other than for normal wear and tear) for the repair of damages to the Premises, Premises buildings, facilities, or common areas caused by Resident, Resident's household, or guests;
- L. To permit Landlord, pursuant to the provisions of Section 10 of this Lease, entrance to the Premises for the purpose of making periodic inspections, reading utility meters, and performing routine inspections and maintenance for making improvements or repairs, or to show the Premises for re-leasing;
- M. To promptly report to Landlord any needed repair to the Premises;
- N. To comply with the provisions of any rider attached to and incorporated in this Lease;
- O. To leave the Premises upon vacating in a clean and good condition, normal wear and tear excepted, and to return the keys to Landlord. Any property left by Resident in or about the Premises after Resident vacates will be considered as abandoned and shall be disposed of as required by Law. If Resident does not turn in the keys, Landlord shall change the locks and charge Resident the cost thereof;
- P. To not store or repair any vehicle on the lawn, sidewalk, non-dedicated street, parking lot or restricted areas which are marked and to refrain from driving or parking any vehicle on the lawn, sidewalk or restricted areas which are marked as determined by Landlord. Any vehicle in violation of the above or any vehicle without license plates, or with expired license plates, with an expired or without a valid City of Alexandria vehicle registration sticker or without a proper ARHA Parking Sticker, or any vehicle in non-operating condition or any vehicle creating a public nuisance or in various stages of repair without written permission from Landlord shall be deemed abandoned and may be removed

immediately at the owner's expense with Landlord held harmless for any fees, storage, damage, theft or fire involving the vehicle;

To park only in parking space(s) specifically assigned to the Premises. The assigned parking space(s) shall be used only to 1) park Resident's automobile 2) store Resident's trash can and 3) store Resident's bicycles (one per family member);

Q. To keep assigned porches, balconies, lawns, walkways, etc. free of furniture and not use such areas for storage of any kind;

R. Ground Maintenance: Resident agrees to maintain fully any lawns, grounds, porches and balconies assigned to Resident for Resident's exclusive use including removing trash from said area whether or not Resident or Resident's family generated the trash. In the event Resident fails for any reason to maintain said grounds, Resident shall be assessed a fine of sixty-five dollars (\$65.00) plus the cost of clean-up by Landlord staff pursuant to Landlord's schedule of maintenance charges.

Exemption from the requirements will be given to the elderly, handicapped and disabled in accordance with HUD Regulations and ARHA's Admissions and Continued Occupancy Plan;

Additional responsibilities regarding assigned parking spaces:
(If none, so state)

1. Park only in space # _____ assigned to the Premises.
2. Keep assigned parking space clean and free of debris, not to be used for storage.
3. Bicycles located in the garage must be parked within the lines of the assigned parking space (one bicycle per family member).
4. Garbage cans must be located at the head of the assigned parking space.
5. Trash and recycle containers should not be put out prior to 5:00 P.M. on Sunday and all trash and recycle containers should be brought back into Resident's assigned garage parking space before 5:00 P.M. on Monday. These times shall be subject to holiday or other change as announced by the City of Alexandria.

S. Resident's Personal Belongings: Neither Landlord nor Landlord's agents shall be responsible for damage to Resident's personal property due to fire, theft, water damage, sewer clogging or backup, rain, etc., unless caused directly by the negligence of Landlord or its agents. Resident may procure at Resident's cost, such insurance as desired on personal property owned by Resident;

T. Resident specifically agrees to notify Landlord in writing in advance of any absence from the Premises in excess of thirty (30) consecutive days;

U. Home-Based Business: Only with prior written consent of Landlord, and pursuant to and in compliance with applicable statutes, ordinances, rules and regulations, members of the

household may engage in legal profit making activities subject to Landlord's policy on such activities. Further, any business activity undertaken by Resident under this paragraph must not disturb other residents' peaceful enjoyment of their Premises and the neighborhood or create health, safety, or sanitary problems. Retail business operations shall be strictly prohibited;

- V. Utilities: To continuously maintain all utilities directly billed to resident by the utility supplier pursuant to section 3.A. above;
 - W. Remaining Family Members: After the departure or death of Resident, continued occupancy by remaining members of Resident's household shall be permitted if there is a remaining family member age eighteen (18) or older or an emancipated minor as provided by state law. The remaining family member will be required to execute a new Lease within fifteen (15) working days of Resident's departure or death. If this Lease is an extension of occupancy by Resident's household under a prior Lease with Landlord, any amounts due under the prior Lease shall be charged and collected as if they had been incurred hereunder. All adult members, including emancipated minors, shall be subject to Landlord's screening policy including but not limited to eligibility for occupancy in low-income tax credit housing pursuant to the requirements of Section 42 of the Internal Revenue Code of 1986, as amended;
 - X. To notify Landlord in writing within ten (10) days whenever any member of Resident's household authorized to reside at the Premises is no longer residing at the Premises. If Resident fails to timely comply with the foregoing notice requirement, Resident shall remain liable for all actions of such person(s), and any violation of the Lease by such person shall be grounds for termination of this Lease.
 - Y. Resident further acknowledges the importance of a peaceful and safe environment for all residents. Therefore, Residents agrees that if Landlord determines, in its sole discretion, that a person is a threat to the peace and safety of other residents or the neighborhood and issues a no trespass notice to such person, and Resident has notice thereof, Resident agrees not to allow such person in or about the Premises or authorize him/her to be on Landlord's property at any time.
 - Z. To comply with all applicable terms and conditions set forth in that Declaration of Covenants, Conditions and Restrictions of _____ dated as of _____ and recorded in the Clerk's Office of the Circuit Court of the City of Alexandria, Virginia as Instrument No _____.
- Resident shall also be required to remain eligible for occupy in low-income tax credit housing pursuant to the requirements of Section 42 of the Internal Revenue Code of 1986, as amended.
- AA. A violation of the requirement to perform community service or economic self-sufficiency activities.

BB. Violating Landlord's Non-Smoking Policy.

8. DEFECTS, HAZARDS TO LIFE, HEALTH, AND SAFETY:

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

- A. Resident shall immediately report damages to Landlord's maintenance department;
- B. If the Premises is damaged or destroyed by fire or casualty to an extent that the Resident's enjoyment of the Premises is substantially impaired or required repairs can only be accomplished if Resident vacates the Premises, either Resident or Landlord may terminate this Lease pursuant to applicable laws, rules and regulations relative thereto;
- C. If Landlord elects to repair the Premises, Landlord shall do so within a reasonable time, provided that if the damage was caused by Resident, Resident's household, or guest, the reasonable cost of the repairs shall be charged to Resident;
- D. Landlord may at its sole discretion, offer standard alternative accommodations, if available, in circumstances where necessary repairs cannot be made within a reasonable time and the Premises is determined to be uninhabitable by either Landlord or health officials.
- E. In the event repairs are not made in accordance with subparagraph C. of this section or alternative accommodations are not provided in accordance with subparagraph D. of this section, or neither Resident nor Landlord terminates this Lease in accordance with subparagraph B. of this section, rent shall be abated in proportion to the seriousness of the damage (defined as the loss in value as a dwelling if repairs are not made) suffered by Resident, provided, however, that no abatement of rent shall occur if Resident rejects the alternative accommodations or if the damage was caused by Resident, Resident's household, or guests.

9. PRE-OCCUPANCY AND PRE-TERMINATION INSPECTIONS:

- A. Landlord and Resident or Resident's representative shall inspect the Premises prior to occupancy by Resident. Landlord will furnish Resident with a written statement of the condition of the Premises, and the equipment provided with the Premises. The statement shall be signed by Landlord and Resident and shall be deemed correct unless Resident files a written objection with Landlord within five (5) days after entering into the Lease, and a copy shall be retained by Landlord in Resident's folder.
- B. At the time Resident vacates the Premises, Landlord shall inspect the Premises and furnish Resident a written statement of any charges to be made in accordance with the provisions of this Lease. Landlord shall notify Resident of the inspection, unless Resident vacates the Premises without prior notice to Landlord.

10. ENTRY OF PREMISES DURING TENANCY:

- A. Landlord shall, upon advance notification to Resident, be permitted to enter the Premises during the hours of 8:00 a.m. and 6:00 p.m. for the purpose of performing routine inspections and maintenance, for making improvements or repairs, or to show the Premises for re-leasing. A written statement specifying the purpose of Landlord's entry delivered to the Premises at least 24 hours before such entry shall be considered advance notification. Response to requests by Residents for repairs and services would not require a 24 hour notice;
- B. Resident shall not unreasonably withhold consent to Landlord to enter the Premises in order to inspect the Premises, make necessary or agreed repairs, decorations, alterations or improvements, supply necessary or agreed services or show the Premises for re-leasing.
- C. Landlord may enter the Premises at any time without advance notification when there is reasonable cause to believe that an emergency or abandonment of the property exists. Property damage caused by Landlord by said entry will be repaired by Landlord at its expense, unless the emergency condition was created through the intentional or negligent act of Resident, a member of the household or guest;
- D. In the event that Resident and all adult members of Resident's household are absent from the Premises at the time of entry, Landlord shall leave in the Premises a written statement specifying the date, time, and purpose of entry prior to leaving the Premises.

11. NOTICE

- A. Except as provided in Section 10, notice to Resident shall be in writing and delivered to Resident or to an adult member of Resident's household residing in the Premises or sent by prepaid first class mail, properly addressed to Resident by Landlord;
- B. If Resident is hearing and/or visually impaired, all notices shall be in an accessible format.
- C. Notices to Landlord shall be in writing and either delivered to or sent by prepaid first class mail, properly addressed to 401 Wythe St., Alex., Va. 22314.

12. TERMINATION OF LEASE:

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

2. Repeated late payments of rent, which shall be defined as the failure to pay the amount of rent or other charges due by 5:00 p.m. on the 5th day of the month. Three such late payments within any successive 12 month period shall constitute a material breach of this lease. If Landlord's offices are closed for any reason, the due date will extend to 5:00 p.m. on the next business day;
3. Serious or repeated interferences with the rights of other residents;
4. Serious or repeated damage to, or any fire in the Premises or on Landlord premises caused by the negligence or carelessness of Resident or Resident's family or guest;
5. Alteration, sale, destruction, or other disposition of the Premises or any part thereof;
6. Loss of eligibility by Resident due to change of income or any other reason under applicable law or regulation;
7. Such change in family size or composition as to render inappropriate Resident's continued occupancy of the Premises;
8. Keeping an animal in or about the Premises in violation of the provisions of this Lease;
9. Intentional misrepresentation of any material fact in the application for housing or in any statements submitted to Landlord in either the application or reexamination of eligibility;
10. Either of the following types of criminal activity by Resident, Resident's household, a guest or another person under Resident's control shall be cause for immediate termination of tenancy;
 - a. any criminal activity that threatens the health, safety or right to peaceful enjoyment of Landlord's premises by other residents, including Landlord's management, staff, personnel or agents
 - b. any drug-related criminal activity on or off Landlord's premises
 - c. if it is determined that any member of Resident's household has ever been convicted of drug-related criminal activity for manufacture or production of methamphetamine on the premises of federally assisted housing.
11. Drug or alcohol abuse is grounds for termination of tenancy if Landlord determines that such abuse interferes with the health, safety or right to peaceful enjoyment of the premises by other residents.
12. Resident shall immediately notify Landlord in writing within fifteen (15) days whenever any member of the household authorized to reside in the Premises is no

longer residing in the Premises. Failure to immediately notify Landlord in writing will result in Resident being held liable for all actions of such person(s) and any violation of the Lease by such person will be grounds for termination of tenancy and eviction from the Premises.

13. Harboring a known criminal or preventing law enforcement or security officers from arresting, capturing and/or questioning a known criminal or criminal suspect or in any way, without just cause, obstructing any law enforcement officer in the performance of his/her duties as such or refuses without just cause to cease such obstruction when requested to do so by such law enforcement officer.
14. Permitting a person barred from Landlord's property into the Premises in violation of this Lease.
15. Landlord has a One Strike tolerance policy with respect to violations of Lease terms regarding criminal activity and violation of this policy shall be grounds for eviction.
16. Physical or verbal abuse or harassment of Landlord management, staff, personnel or agents shall be grounds for eviction.
17. If any member of the household is subject to a lifetime registration requirement under a state sex offender registration program then said household shall be permanently barred from Landlord property.
18. A violation of the requirement to perform community service or economic self-sufficiency activities.

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

1. Fourteen (14) calendar days in the case of failure to pay rent;
2. A reasonable time commensurate with the urgency of the situation in the case of creation or maintenance of an immediate threat which materially affects the health or safety of other residents or Landlord employees, agents or representatives. The following acts shall be considered immediate and material threats and shall be acted upon by Landlord upon the receipt of a preponderance of evidence:
 - a. Brandishing or discharging firearms or other deadly weapons on Landlord's premises;
 - b. Committing assault and/or battery, including physical or verbal abuse or harassment, against another resident or Landlord's employees, agents or representatives;
 - c. Deliberately setting fire to the Premises or other Landlord's premises or property (arson);

- d. Manufacture, use, sale, purchase, possession or disposition of illegal drugs or paraphernalia on or off Landlord's premises;
 - e. Criminal activity by Resident, any member of the Resident's household, or guest or another person under the Resident's control including:
 - i. any criminal activity that threatens the health, safety, or right to peaceful enjoyment of Landlord's premises by other residents or
 - ii. any drug-related criminal activity on or off Landlord's premises or
 - iii. if it is determined that any member of Resident's household has ever been convicted of drug-related criminal activity for manufacture or production of methamphetamine on the premises of federally assisted housing.
 - f. Drug or alcohol abuse if such abuse interferes with the health, safety or right to peaceful enjoyment of the premises by other residents.
3. Thirty (30) calendar days in all other cases.

C. The notice of termination to Resident shall state reason for the termination, shall inform Resident of Resident's right to make such reply as Resident may wish, and of Resident's right to request a hearing in accordance with Landlord's grievance procedure other than in terminations arising under subparagraph B.2 above.

Resident shall have a reasonable opportunity to examine, at the Resident's request, before a grievance hearing or court trial, any documents, including records and regulations, which are in the possession of Landlord, and which are directly relevant to the termination of tenancy or eviction of Resident. Resident shall be allowed to copy any such documents at Resident's expense.

- D. This Lease may be terminated by Resident at any time by giving thirty (30) calendar days' advance written notice, effective at the end of a monthly rental period, to Landlord in the manner specified in this Lease.
- E. Upon eviction of a Resident or family for engaging in criminal activity, Landlord shall notify the local post office serving the Premises, that such individual or family is no longer residing in the Premises.

13. GRIEVANCE PROCEDURE

All disputes except those exempted by law from the grievance procedure concerning the obligations of Resident or Landlord under this Lease shall be processed and resolved pursuant to ARHA's Grievance Procedure which is in effect at the time such grievance or appeal arises, which procedure is available for review at 401 Wythe St., Alex Va.

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

14. WAIVER:

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

15. MODIFICATIONS:

Modifications of this Lease must be accompanied by written rider to the Lease executed by Landlord and Resident, except for rent re-determinations, eligibility for public housing (including Resident's eligibility for occupancy in low-income housing tax credit housing pursuant to the requirements of Section 42 of the Internal Revenue Code of 1986, as amended) appropriateness of dwelling size, schedule of special charges for services, utilities and repairs, and rules and regulations which are incorporated in the Lease by reference. Matters incorporated in the Lease by reference shall be available for review at 401 Wythe Street and furnished to Resident on request. If such schedules or rules and regulations are modified, Landlord shall give at least a thirty (30) day written notice to Resident setting forth the proposed modification, the reasons therefor, and provide Resident an opportunity to present written comments which shall be considered by Landlord prior to the effective date of the proposed modification.

SIGNATURES NEXT PAGE

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

_____ I have received copies of the following documents:

- _____ Homeowner’s Association Lease Addendum
- Lease Rider
- Bylaws and First Amendment to Bylaws of _____ Homeowner’s Association, Inc.
- Resident Orientation/Training Manual
- Resident Grievance and Appeals Procedures

16. RESERVATION OF LANDLORD’S RIGHT UNDER ALL PRIOR LEASES:

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

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

ALEXANDRIA REDEVELOPMENT AND HOUSING AUTHORITY, as agent for

_____ LIMITED PARTNERSHIP
(A Virginia Limited Partnership)

In the presence of:

Witness

Witness

Witness

By: _____
ARHA Representative

Printed Name

Resident

Resident

Occupancy Specialist/Housing Manager