

ALEXANDRIA REDEVELOPMENT AND HOUSING AUTHORITY
401 WYTHE STREET
ALEXANDRIA, VIRGINIA 22314
(703) 549-7115

HOPKINS-TANCIL LEASE AGREEMENT
[Ed.: October 16, 2015]

DESCRIPTION OF PARTIES AND PREMISES

The Alexandria Redevelopment and Housing Authority (“the Landlord”) agrees to Lease to the named Resident, the dwelling unit in the housing community listed below, subject to the terms, covenants, and conditions set forth in this Lease.

Resident: **Hadi Elmi** (“Resident”)
Address: **305 Hopkins Ct** Bedroom Size: **2**
Apt. No. _____ Annual Review Date: **January**
Alexandria, Virginia 22314 Resident Account Number:
Hereinafter referred to as “the unit”

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

Name: **Abdigani Nur** Date of Birth: **11/01/1983**

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

WITNESSETH THAT:

The Landlord, relying upon the representation 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 into this Lease Agreement upon the following terms and conditions:

1. LEASE TERM:

This Lease shall commence on **January 1, 2015**, and shall continue until **January 31, 2016**. 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 one (1) year upon 1) payment each month by Resident of the amount payable by Resident as specified herein 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 and the

Landlord's Section 8 Administrative Plan or 3) unless earlier terminated by the Resident or the Landlord pursuant to Section 12 herein.

2. AMOUNT AND DUE DATE OF RENTAL PAYMENTS:

- A. The pro rata monthly rent for the first partial month shall be **\$0.00**, the pro rata Resident portion of that rent for the first month shall be **\$0.00** and the pro rata housing assistance payment, payable by the PHA on behalf of the Resident (hereinafter "HAP") for the first month shall be **\$0.00**.

Thereafter, for each full month of tenancy, the monthly rent shall be **\$1141.00** of which the Resident Rent payable by Resident (hereinafter "Resident Rent") will be due on or before the first day of each month shall be **\$0.00** and the HAP shall be **\$1141.00**. The Landlord agrees that it will accept Resident's rental payments without regard to any other charge owed by Resident to the Landlord and that it will seek separate legal remedy for the collection of other charges which may accrue to the Landlord from Resident. This shall not be construed to require the acceptance by the Landlord of rent payments tendered for a period subsequent to the expiration of any notice required by law;

The amount of total monthly rent, the Resident Rent and the Landlord HAP shall be subject to change in accordance with HUD-established schedules and criteria. However, in no case shall the total rent be less than the amount stated above as the total monthly rent. Any such change shall be effective as of the date stated in a notification to the Resident and the Landlord which shall amend this Lease Agreement.

- B. Security Deposit: Resident agrees to pay a security deposit in the amount of \$ _____, which is the greater of either the Resident Rent or \$500.00. The deposit shall be applied against any damage done to the unit by Resident, his/her family, guest or agent, normal wear and tear excepted. Resident shall pay for repairs and maintenance beyond normal wear and tear within two weeks after his/her receipt of an itemized notice of such charges. Upon termination of the Lease, the security deposit shall be refunded to Resident or be applied to any damage or any rent delinquency or unpaid service charges. No part of the security deposit shall be in lieu of payment of rent by Resident unless authorized in writing by the Landlord.

Interest shall accrue on the security deposit pursuant to Sections 55-248.15:1 and 55-248.15:2 of the Code of Virginia (as amended) and will be paid to or applied to account balance at time of Lease termination in accordance with State law and/ or local laws;

- C. Acceptable Forms of Payment: Rent can only be paid by money order or check.
- D. Late Fees: 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 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 the Landlord's offices are closed for any reason, the due date will extend to 5:00 p.m. on the next business day.

E. Returned Check Fee: 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. **The resident has 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 a addition to the regular monthly rent payable by the Resident.**

All rental 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.

- F. 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"/>	<input checked="" type="checkbox"/> Resident	<input checked="" type="checkbox"/> Landlord	<input type="checkbox"/>	
COOKING	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/> Resident	<input checked="" type="checkbox"/> Landlord	<input type="checkbox"/>	
WATER HEATING	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/> Resident	<input checked="" type="checkbox"/> Landlord	<input type="checkbox"/>	

WATER	<input type="checkbox"/>	<input type="checkbox"/>	Resident	<input type="checkbox"/>	Landlord	<input checked="" type="checkbox"/>
OTHER ELECTRIC	<input checked="" type="checkbox"/>	<input type="checkbox"/>	Resident	<input checked="" 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 unit and keep all utilities for which Resident is financially responsible paid for at all times during the term of this Lease. Failure to comply with the foregoing provisions shall constitute a breach of this Lease and shall be grounds for termination of this Lease.

B. The Landlord shall furnish and provide routine maintenance on:

Range	<input checked="" type="checkbox"/>
Furnace	<input checked="" type="checkbox"/>
Refrigerator	<input checked="" type="checkbox"/>

C. A Schedule of Charges to residents for maintenance and repair beyond normal wear and tear shall be posted in the Central Management Office and at the management offices of scattered sites. Charges shall be due and collectible **two weeks** after the Landlord has given written notice of the charges to the Resident.

4. REDETERMINATION OF RENT, DWELLING SIZE AND ELIGIBILITY:

Resident agrees that any and all changes in family composition and/or income shall be reported in writing to the Landlord by Resident within ten (10) calendar days of such change and once each year when requested by the Landlord. Resident also agrees to furnish accurate information to the Landlord as to family income, employment, and family composition. This information shall be used by the Landlord in determining whether Resident is still eligible for assistance under the Section 8 Moderate Rehabilitation Program. Resident also shall give the Landlord authorization to verify all sources of income. These determinations will be made in accordance with the Landlord's approved Section 8 Administrative Plan in the Management Office and at the management offices of all scattered sites. Any increases in the Resident Rent occurring as a result of the

aforementioned information or provided at the annual or interim reexamination will be effective thirty (30) days after Resident is notified of the rent increase.

In all cases the 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 the Landlord.

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

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

- B. In the event of any rent adjustment pursuant to the above, Landlord shall mail or deliver a notice of rent change to Resident in accordance with Section 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 change will become effective for the first full month following Landlord's 30 day notice to Resident of the rent change, unless the rent increase results from finding of a misrepresentation as noted above. Resident agrees to be bound by any change determined by Landlord to be necessary by application of this paragraph;
- C. Resident may show a change in Resident's circumstances which would justify a reduction in rent pursuant to Landlord's Admissions and Continued Occupancy Plan by submitting a signed statement and other documentation, setting forth true, complete and accurate 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. If Landlord determines that the size of the unit is no longer appropriate for either the Resident's needs or pursuant to applicable regulations, then Landlord shall give Resident thirty (30) days notice that Resident may be

transferred anytime after said thirty (30) day period. Thereafter, Resident shall relocate to the new unit within three (3) days of Landlord's written notification to Resident of the address of the new unit. If Resident fails to accept the proffered unit, Landlord may terminate this Lease.

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 unit to the Housing ~~Inspector Specialist/Rent Collection Officer at 18 Roth Street~~ ***401 Wythe Street***, Alexandria, V~~A~~***a***. by 5:00 p.m. of the day the former unit is vacated by Resident. If Resident fails to turn in the keys as required, Resident shall be charged rent for the old and new units 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.

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- F. The security deposit from a prior unit shall be transferred to Resident's account for the new unit. If the Resident's initial security deposit was less than the Landlord's minimum security deposit requirement of \$500.00, then the Landlord shall request the difference to equal the minimum requirement or the Resident's new TTP at the time of transfer, whichever is greater.

5. OCCUPANCY:

Resident shall have the right to exclusive use and occupancy of the unit. 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 the Landlord in writing, stating the reasons for the extended visit, which must be authorized in writing by the Landlord. Written consent of the Landlord must be obtained prior to caring for foster children and providing live-in care of a member of Resident's family.

6. OBLIGATIONS OF THE LANDLORD:

The Landlord shall be obligated to:

- A. Maintain the unit, equipment and the community in clean, decent, safe, and sanitary condition;
- B. Comply with the requirements of applicable building codes, housing codes and HUD regulations materially affecting health and safety;
- C. Make necessary repairs to the unit;

- D. Keep community buildings, facilities, and common areas, not otherwise assigned to the Resident for maintenance and upkeep, in a clean and safe condition;
- E. 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 the Landlord;
- F. Provide and maintain appropriate receptacles and facilities (except containers for the exclusive use of an individual resident family) for the deposit of garbage, rubbish, and other waste removed from the unit by Resident in accordance with Paragraph 6 (G) of this Lease;
- G. Supply running water and reasonable amounts of hot water and reasonable amounts of heat at appropriate times of the year (according to local custom and usage) except where heat or hot water is generated by an installation within the exclusive control and responsibility of Resident and supplied by a direct utility connection;
- H. The Landlord will not be responsible for failure to furnish utilities by reason of any cause beyond its control;
- I. Notify Resident of the specific grounds for any proposed adverse action by the Landlord;
- J. Not discriminate against the Resident in the provision of services, or in any other manner, on the grounds of race, color, creed, religion, sex, handicap or national origin.

7. OBLIGATIONS OF RESIDENT:

Resident shall be obligated as follow:

- A. Not to assign the Lease or to sub-Lease or transfer possession of the unit or any part thereof;
- B. Not to provide accommodations for boarders or lodgers or unauthorized residents;
- C. To use the unit solely as a private dwelling for Resident and Resident's household as identified and authorized in this Lease and not to use or permit its use for any other purposes. The unit shall be Resident's sole place of residence.

- D. To abide by necessary and reasonable rules and regulations, including but not limited to Landlord's Admissions and Continued Occupancy Plan issued by Landlord for the benefit and well-being of the housing community and the residents, which regulations shall be posted in the Central Management Office and at the management offices of all scattered sites and which are incorporated by reference in this Lease. 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 unit, 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 unit in a sanitary and safe manner or be assessed a fine of ~~thirty five dollars (\$35.00)~~ **sixty five dollars (\$65.00)** plus the cost of clean up by Landlord staff pursuant to Landlord's schedule of maintenance charges;
- 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 unit 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 unit 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 refrain from permitting or committing any nuisance or disorderly or unlawful conduct in or about the unit, 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 community in a decent, safe and sanitary condition;

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- J. To refrain from keeping, maintaining, harboring or boarding 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 unit, community buildings, facilities, or common areas caused by Resident, Resident's household, or guests;
- L. To permit Landlord, pursuant to the provisions of Paragraph 9 of this Lease, entrance to the unit 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 unit for re-leasing;
- M. To promptly report to Landlord any needed repair to the unit;
- N. To comply with the provisions of any rider attached to and incorporated in this Lease;
- O. To leave the unit 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 unit 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 refrain from storing or repairing 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, with expired license plates, with an expired or without a valid City of Alexandria sticker or without a proper Landlord parking sticker, or any vehicle in non-operating condition or any vehicle creating a public nuisance or in various stages of repair without written permission from Landlord shall be deemed abandoned and may be removed immediately at the owner's expense with Landlord held harmless for any fees, storage, damage, theft or fire involving the vehicle;
- Q. To keep assigned porches, balconies, lawns, etc. free of furniture which is not designed by the manufacturer as outdoor furniture;
- 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 - ~~thirty five dollars (\$35.00)~~ ***sixty five dollars (\$65.00)*** plus the cost of clean up by Landlord staff pursuant to Landlord's schedule of maintenance charges.

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

- 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. 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 units and the neighborhood or create health, safety, or sanitary problems. Retail business operations shall be strictly prohibited;
- U. Resident Absence: Resident specifically agrees to notify Landlord in writing in advance of any absence from the unit in excess of thirty (30) consecutive days. If the sole member of the household leaves for more than three (3) consecutive months the unit will not be considered his/her principal place of residence and Landlord may terminate the Lease. A three (3) month extension may be granted for verified medical reason. Resident acknowledges that he/she is still responsible for payment of full rent during any period of absence;
- V. To read and make every effort to understand the terms of this Lease before signing;
- W. Utilities: To continuously maintain all utilities directly billed to resident by the utility supplier pursuant to section ***3.A2.C.*** above;.
- X. 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

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family member will be required to execute a new Lease within fifteen (15) working days of Resident's departure or death. If this Lease is an extension of occupancy by Resident's household under a prior Lease with Landlord, any amounts due under the prior Lease shall be charged and collected as if they had been incurred hereunder. All adult members shall be subject to Landlord's screening policy, including emancipated minors;

- Y Resident further acknowledges the importance of a peaceful and safe environment for all residents. Therefore, Resident 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 trespassing notice to such person, and after Resident has written notice thereof, the Resident agrees to not allow such person in or about the unit or authorize him/her to be on Landlord property at any time;
- Z. To notify Lessor 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;
- AA. A violation of the requirement to perform community service or economic self sufficiency activities.
- BB. Violating Landlord Non Smoking Policy; see attachment..

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

In the event that the unit 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 the Landlord's maintenance department;
- B. If the unit is damaged or destroyed by fire or casualty to an extent that the Resident's enjoyment of the unit is substantially impaired or required repairs can only be accomplished if the Resident vacates the unit, either Resident or the Landlord may terminate this Lease pursuant to applicable laws, rules and regulations relative thereto;
- C. If the Landlord elects to repair the unit it shall do so within a reasonable time, provided that if the damage was caused by Resident, Resident's household, or guest, the reasonable cost of the repairs shall be charged to Resident;

- D. The 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 unit is determined to be uninhabitable by either the Landlord or health officials.

9. PRE-OCCUPANCY AND PRE-TERMINATION INSPECTIONS:

- A. The Landlord and Resident or Resident's representative shall inspect the unit prior to occupancy by Resident. The Landlord will furnish Resident with a written statement of the condition of the unit, and the equipment provided with the unit. The statement shall be signed by the Landlord and Resident and shall be deemed correct unless Resident files a written objection with the Landlord within five (5) days after entering into the Lease, and a copy shall be retained by the Landlord in Resident's folder.
- B. At the time Resident vacates the unit, the Landlord shall inspect the unit and furnish Resident a written statement of any charges to be made in accordance with Section 6(K). Landlord shall notify Resident of the inspection, unless Resident vacates the unit without prior notice to the Landlord.

10. ENTRY OF PREMISES DURING TENANCY:

- A. The Landlord shall, upon advance notification to Resident, be permitted to enter the unit 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 unit for re-leasing. A written statement specifying the purpose of the Landlord's entry delivered to the unit at least 48 hours before such entry shall be considered advance notification. Response to requests by Residents for repairs and services would not require a 48 hour notice;
- B. Resident shall not unreasonably withhold consent to the Landlord to enter the unit in order to inspect the unit, make necessary or agreed repairs, decorations, alterations or improvements, supply necessary or agreed services or show the unit for re-leasing.
- C. The Landlord may enter the unit 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 the Landlord by said entry will be repaired by the 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 unit at the time of entry, the Landlord shall leave in the unit a written statement specifying the date, time, and purpose of entry prior to leaving the unit.

11. NOTICE

- A. Except as provided in Paragraph 10, notice to Resident shall be in writing and delivered to Resident or to an adult member of Resident’s household residing in the unit or sent by prepaid first class mail, properly addressed to Resident by the 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 Street, Alexandria, Va. 22314.

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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, Landlord 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 the Landlord’s offices are closed for any reason, the due date will extend to 5:00 p.m. on the next business day.
 - 3. Serious or repeated interferences with the rights of other residents;
 - 4. Serious or repeated damage to, or any fire in the unit 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 unit 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 unit;

8. Keeping an animal in or about the unit in violation of Paragraph 7 (K);
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 caused 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 management, staff, personnel or agents

any drug-related criminal activity on or off Landlord's premises

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 unit is no longer residing in the unit. 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 unit.
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 property into the unit in violation of Section 7.Z. 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. The 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 the Landlord employees, agents or representatives. The following acts shall be considered immediate and material threats and shall be acted upon by the Landlord upon the receipt of a preponderance of evidence:
 - a. Brandishing or discharging firearms or other deadly weapons on Landlord premises;
 - b. Committing assault and/or battery, including physical or verbal abuse or harassment, against another resident or Landlord employees, agents or representatives.
 - c. Deliberately setting fire to the unit or other Landlord premises (arson);
 - d. Manufacture, use, sale, purchase, possession or disposition of illegal drugs or paraphernalia on or off Landlord 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 the 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 sub-paragraph 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 the Resident's expense.

D. This Lease may be terminated by the Resident at any time by giving ~~fifteen (15)~~ thirty (30) calendar days' advance written notice, effective at the end of a monthly rental period, to Landlord in the manner specified in Section 11 C. above.

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

13. GRIEVANCE PROCEDURE

All disputes except those exempted by law from the Informal Hearing Procedure concerning the obligations of Resident or the Landlord under this Lease shall be processed and resolved pursuant to the Informal Hearing Procedure of the Landlord which is in effect at the time such grievance or appeal arises, which procedure is posted in the Central Management Office and management offices at the scattered sites and incorporated herein by reference.

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

14. WAIVER:

The failure of the 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 the Landlord of periodic rent payments will be accepted with reservation of right by and without prejudice to the Landlord to proceed with eviction proceedings for any Lease, statutory or regulatory violation.

15. MODIFICATIONS:

Modifications of this Lease must be accompanied by a written rider to the Lease executed by Landlord and Resident, except for rent redetermination, eligibility for low-rent housing, appropriateness of dwelling size, schedules of special charges for services, repairs and utilities, and rules and regulations which are incorporated in the Lease by reference. Matters incorporated in the Lease by reference shall be

publicly posted in a conspicuous manner in the Central Management Office and management offices at the scattered sites and shall be furnished to the Resident on request. If such schedules or rules and regulations are modified, Landlord shall give at least a thirty (30) day written notice to each affected Resident setting forth the proposed modification, the reason therefore, and provide Resident an opportunity to present written comments which shall be considered by Landlord prior to the effective date of the proposed modification.

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

 X I have received a copy of the Resident Grievance and Appeals Procedures.

 I have received a copy of the Homeowner Associations Rules.

 I have received a copy of the Resident Handbook.

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

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

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

17. U.S Dept. of HOUSING AND URBAN DEVELOPMENT ATTACHMENTS

The parties acknowledge and agree to the terms and conditions of the U.S Department of Housing and Urban Development's Section 8 Moderate Rehabilitation Program Addendum to Lease and Section 8 Moderate Rehabilitation Program Statement of Family Responsibility which have been signed by the parties and are incorporated herein by reference and made a part hereof.

IN WITNESS WHEREOF, the parties execute this Hopkins-Tancil Lease Agreement this _____ at Alexandria, Virginia 22314.

ALEXANDRIA REDEVELOPMENT

AND HOUSING AUTHORITY

In the presence of:

Witness

Witness

Witness

By: _____
ARHA Rep. _____

Resident

Resident

L&O Specialist/Housing Manager