

ALEXANDRIA REDEVELOPMENT AND HOUSING AUTHORITY  
(SUBJECT TO CHANGE BASED OWNERSHIP)  
401 WYTHE STREET  
ALEXANDRIA, VIRGINIA 22314  
703.549.7115

**RESIDENTIAL LEASE AGREEMENT**  
(Ed: 2015)

Description of Parties and Premises

This Residential Lease Agreement (“Lease”), made this \_\_\_\_ day of \_\_\_\_\_, by and between THE ALEXANDRIA REDEVELOPMENT AND HOUSING AUTHORITY (“ARHA”), as agent for (subject to change based ownership) \_\_\_\_\_ as Landlord, and \_\_\_\_\_, herein referred to as Resident,

W I T N E S S E T H:

THAT in consideration of the mutual covenants contained herein, Landlord and Resident hereby agree as follows:

**1. LEASED PREMISES**

Landlord hereby rents and Leases to Resident and Resident hereby rents and Leases from Landlord, upon the conditions hereinafter set forth, the following real property, herein referred to as the Premises, to-wit: \_\_\_\_\_ Alex., Va., 22314, containing \_\_\_\_ bedrooms.

Resident Account Number: \_\_\_\_\_

**2. TERM OF LEASE**

The term of this Lease shall commence on the \_\_\_\_ day of \_\_\_\_\_ and shall end at 11:59 p.m. on the \_\_\_\_ day of \_\_\_\_\_ unless otherwise terminated. Thereafter, this Lease shall continue on a month-to-month basis until terminated as provided herein.

**3. RENTAL**

Rent for the period beginning \_\_\_\_\_ and ending at midnight \_\_\_\_\_ shall be \$\_\_\_\_\_. Thereafter monthly rent in the amount of \$\_\_\_\_\_ will be due on or before the first day of each month. The first installment 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 St., Alex., Va. 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-Five Dollars (\$35.00), 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 5<sup>th</sup> of the month.

Resident further agrees to pay in addition to a late fee, a fee for all checks returned for insufficient funds of Thirty Dollars (\$30.00) 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 will 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 in this paragraph are in 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 payments or cash shall be accepted. All checks shall be made payable to the Alexandria Redevelopment and Housing Authority.

**4. USE OF PREMISES**

The Premises will be used by Resident as a private dwelling. The Premises shall be occupied by no persons other than persons who have signed this Lease as Resident and such other occupants as are identified below.

NAME	BIRTH DATE if under 18
_____	_____
_____	_____
_____	_____
_____	_____

**5. SECURITY DEPOSIT**

In addition to the rental payments set forth herein, Resident agrees to pay to Landlord the sum of \_\_\_\_\_ (\$\_\_\_\_\_) as a security deposit equal to one month's contract 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 19. VACATING, 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's

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 rental 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 payment 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.

**6. UTILITIES:**

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 he or she is responsible to be placed in the name of Resident. Failure to make such changes or failure to maintain all such utilities at the Premises shall constitute a material breach of this Lease and shall be grounds for termination of this Lease.

**7. ASSIGNMENT**

Resident shall not assign this Lease or sub-lease or transfer possession of the Premises or any part thereof.

## **8. PETS**

No dogs, animals or pets shall be kept on or about the Premises by Resident or his or her guests, with the exception of service animals as provided by law.

## **9. OBLIGATIONS OF THE PARTIES**

### **A. Resident shall:**

1. Be responsible for keeping clean, clear and unobstructed the Premises entrance and the steps and walkways, if any, leading to the Premises.
2. Comply with all obligations imposed upon residents by applicable provisions of building and housing codes materially affecting health and safety.
3. 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.
4. Dispose of all garbage, rubbish, and other waste from the Premises and yard into appropriate receptacles in a sanitary and safe manner or be assessed a fine of at least sixty- five (\$65.00) plus of the cost of clean-up by Landlord's staff, pursuant to Landlord's schedule of maintenance charges.
5. Use, only as intended, all electrical, plumbing, sanitary, heating, ventilating, air-conditioning, and other facilities and appurtenances including elevators(if applicable). Resident shall make no exterior or interior modification of the Premises without prior revocable permission of Landlord in writing. Resident shall install no wallpaper, contact paper, or other wall covering. Resident is not permitted to paint either the interior or exterior of the Premises without prior written permission of Landlord which shall not be unreasonably refused. 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.
6. (a) Refrain from permitting or committing any nuisance or disorderly or unlawful conduct in or about the Premises, to properly control conduct of members of Resident's family and guests on the property, and to avoid any conduct which interferes with the peaceful possession and rights of other residents and neighbors.  
  
(b) Resident agrees that he or she shall be responsible for the conduct of his or her family members, occupants, guests and invitees while they are in the Premises and in the neighborhood of the Premises. All provisions of this Lease shall apply to Resident's occupants, family, guests and invitees (except for payment of rent).

7. Pay reasonable charges (other than for normal wear and tear) for the repair or damages to the Premises, community buildings, facilities, or common areas caused by Resident, Resident's household, or guests or by Resident's failure to report needed repair in accordance with a schedule of charges available for review at 401 Wythe Street.
8. Promptly report to Landlord any needed repair to the Premises.
9. Comply with the provisions of any rider attached to and incorporated in this Lease.
10. 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 sticker or without 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.
11. Keep assigned porches, balconies, lawns, walkways, etc. free of furniture which is not designed by the manufacturer as outdoor furniture.
12. Resident Belongings: Neither Landlord nor Landlord's agents is responsible for damage to Resident's personal property due to fire, theft, water damage, sewer Clogging or backup, rain, etc., unless caused by negligent act or omission of Landlord or its agents. Resident may purchase such insurance as desired for personal property owned by Resident.
13. Home-Based Businesses: Only with prior written consent of Landlord, members of Resident's household may engage in legal profit making activities incidental to the primary use of the dwelling unit and subject to Landlord's policy on such activities. Landlord will require that any business conducted in the Premises comply with the City of Alexandria's licensing and zoning requirements. 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. Business activity must also comply with applicable state/local health codes. Retail business operations are prohibited.
14. Remaining family members: After the death of Resident, continued occupancy by remaining members of Resident's household is permissible for the balance of the term

of the Lease if there is a family member age eighteen (18) or older or an emancipated minor as provided by state law.

15. 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 trespass notice to such person, and after Resident has notice thereof, Resident agrees not to allow such person on the Premises or authorize him/her to be on Landlord's property at any time.

16. Resident shall comply with Landlord's Non-Smoking Policy.

**B. Landlord shall:**

1. Comply with the requirements of applicable building codes and housing codes, materially affecting health and safety.
2. Maintain in good and safe working order and condition, electrical, plumbing, sanitary, heating, ventilating, and other facilities and appliances, supplied or required to be supplied by Landlord.
3. 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.
4. Landlord will not be responsible for failure to furnish utilities by reason of any cause beyond its control or *a force majeure*.

**10. COMPLIANCE WITH RULES AND REGULATIONS**

Resident agrees to fully comply with:

- The Rules and Regulations of ARHA which are incorporated herein and made a part hereof;
- The \_\_\_\_\_Community\_\_\_\_\_ Homeowner's Owner Association Rules and Regulations which are incorporated herein and made a part hereof;
- Other:\_\_\_\_\_

**11. POSSESSION**

Landlord agrees that in the event of the failure of Landlord to deliver possession of the Premises at the time herein agreed upon, Resident shall not be liable for rent until such time as Landlord delivers possession.

## 12. INSPECTION

Resident acknowledges receipt, in good condition, of the Premises and all its equipment excepting the list of defects which Resident shall deliver to Landlord within five (5) days of taking occupancy. Resident agrees that he or she will take care of the Premises and fixtures and equipment therein, and upon the expiration of the term of this Lease, or any extension thereof, will leave the Premises thoroughly cleaned and in good condition, ordinary wear and tear excepted. Resident shall be responsible for the cost of all repairs which are in excess of ordinary wear and tear. Resident further agrees that he or she will give Landlord prompt written notice of any defects in the Premises or in any of the equipment, appliances, or parts thereof as soon as Resident is aware of them. Resident agrees to pay for all expenses caused by his or her failure to promptly report any defect and for all necessary repairs in the Premises or in the equipment thereof caused by his or her negligence or that of his or her family, invitees, employees or agents. Landlord may enter the Premises for the following purposes: to inspect to see if Resident is complying with the provisions of this Lease; to make repairs, alterations, or improvements; to show the Premises to prospective purchasers, mortgagees, Residents (at least 24 hours), workmen or contractors. Such entries shall take place with reasonable prior notice to Resident, whose consent shall not be unreasonably withheld. If Landlord or its agent reasonably believes that an emergency exists which requires immediate entry, such entry may be made without Residents consent. Resident agrees to allow access and occupancy to workmen for redecorating, repairing and remodeling Premises.

Resident agrees to allow and cooperate with Landlord's annual inspection of the Premises upon receipt of 24 hours advance written notice from Landlord.

## 13. BREACH BY RESIDENT

- A. Non-Payment of Rent.** If rent or any other payment due to Landlord is unpaid when due, and Resident fails to pay rent within five (5) days after service of written notice of non-payment and Landlord's intention to terminate this Lease if payment is not made within such five (5) day period, then Landlord may terminate this Lease and proceed to obtain possession of the Premises and recover damages, costs, and/or seek injunctive relief, together with reasonable attorney fees as may be permitted by law.
- B. Non-Compliance with Lease.** Landlord may terminate this Lease if there is a material non-compliance by Resident with any provision of this Lease, other than a non-payment of rent or any other payment due Landlord, and Resident shall fail to comply with such provision within twenty-one (21) days after Resident's receipt of written notice from Landlord specifying the act(s) and/or omission(s) constituting the breach and stating that this Lease shall terminate on a date not less than thirty (30) days after Resident's receipt of such notice if the breach is not remedied in twenty-one (21) days. If the breach is capable of remedy, and Resident adequately remedies the breach prior to the date specified in the notice, this Lease shall not terminate. If the Resident fails to remedy the

breach prior to the date specified in the notice, Landlord may proceed to obtain possession and recover damages, costs, and/or injunctive relief, together with reasonable attorney's fees as may be permitted by law.

**C. Non-Remediable, Criminal or Willful Breach.** Notwithstanding the foregoing, (i) if Resident commits a breach which is not remediable, or is a willful subsequent breach of a like nature as a previous breach which was remedied by Resident following notice, Landlord may give written notice to Resident specifying the act(s) and/or omission(s) constituting the breach (and, if applicable, that there was a breach of a like nature) and stating that this Lease shall terminate on a date not less than thirty (30) days after Resident's receipt of such notice; and (ii) if Resident commits a breach which involves a criminal or willful act which poses a threat to health or safety, Landlord may terminate this Lease immediately. Following such termination, Landlord may proceed to obtain possession of the Premises and recover damages, costs, and reasonable attorney's fees as may be permitted by law.

**D. Damages.** In the event of any breach of this Lease, if Landlord pursues any remedies set forth above (and regardless of whether such remedies are prosecuted to judgment), Resident shall be liable as follows:

1. For all past due rent and other charges;
2. For all expenses Landlord may incur for cleaning, painting, and repairing the Premises due to Resident's failure to leave the Premises thoroughly clean and in good condition, reasonable wear and tear excepted and for costs incurred as a result of Resident's failure to return the keys to the Premises to Landlord on/before vacating the Premises; and
3. For any court costs, as well as for the cost of service of notice or of process by a sheriff or private process server, plus reasonable attorney's fees.

## **14. ALTERATIONS**

Resident agrees not to make any alterations, installations (including the installation of additional locks or chain latches), repairs or redecorations of any kind to the Premises without prior written consent of Landlord. Such consent shall not be unreasonably withheld, but Landlord may require Resident to return the Premises to its original condition when the term is completed. No waterbeds will be permitted on the Premises. Resident agrees that any change or alteration made to the Premises shall become a permanent part of the Premises and shall not be removed by Resident upon expiration of the Lease unless otherwise agreed in writing. Such improvements shall include, but not be limited to, locks, shutters, built-in shelves or bookcases, wall-to-wall carpeting, light fixtures, flowers or shrubs on patios or gardens. No signs, wires, television or radio antennas or the like may be installed on the



exterior of the Premises without the prior written consent of Landlord.

## **15. REGULATIONS**

Resident agrees not to commit or permit any waste or nuisance on or about the Premises, nor keep any combustible materials on the Premises, nor do anything that might create a hazard of fire on the Premises and to comply with all federal, state and local statutes, rules and regulations.

Resident agrees to comply with the ARHA's Rules and Regulations.

## **16. QUIET ENJOYMENT**

Landlord covenants that Resident, on paying the rent and performing the covenants and conditions contained in this Lease, shall and may peaceably and quietly have, hold and enjoy the Leased Premises. The demised Premises shall be occupied only by Resident as a private dwelling or as authorized in writing by Landlord, and no person other than those signing this Lease as Resident and the occupants listed herein shall occupy said Premises. Resident covenants that no use shall be made or permitted to be made by Resident, the occupants of the Premises or any guest or invitee of Resident or occupant of the Leased Premises, or any part thereof, and no acts done therein which may unreasonably disturb the quiet enjoyment of any other resident in the neighborhood of which the Leased Premises is a part. In the event Resident's conduct or that of his or her family or invitees is unreasonably injurious or damaging to Landlord and/or the rights, privileges, or welfare of the residents of the neighborhood, Landlord may terminate this Lease agreement at any time upon reasonable written notice to Resident.

## **17. RENEWAL**

Either party may terminate this Lease agreement at the end of said term by giving the other written notice at least thirty (30) days prior to the expiration of the current term. In the event no notice is received by either party, this Lease agreement shall automatically continue on a month-to-month basis.

If the Premises are Leased to a participant in the United States Dept. of Housing and Urban Development Section 8 housing assistance program, then the notice provisions of the Housing Assistance Payments (HAP) Contract and the Tenancy Addendum for the Premises shall apply.

## **18. TERMINATION**

Fulfillment of the requirements of the notice to terminate, on or before the termination date is essential in order to permit Landlord to rent and meet the requirements of a new tenancy.

Should Resident fail to vacate on or before the termination date, the rental for the holdover period shall be the rental rate for the duration of the holdover period or one month's rent, whichever is greater. Resident shall be liable for any damages suffered by Landlord due to Resident's failure to vacate.

## **19. VACATING**

Upon the termination of the tenancy, Resident shall completely vacate the Premises, including the removal of his or her property. No right of storage is given by this agreement and Landlord has no duty to protect Resident's possessions against loss. In the event Resident's property is not removed, Landlord may dispose of such property as allowed by law. Resident shall pay all costs of removal of such property. Any item left behind by Resident shall be considered abandoned by Resident and will be disposed of by Landlord as allowed by law. Before departure Resident shall return all keys and shall turn over to Landlord the Premises and all its fixtures and equipment in good and substantial repair thoroughly cleaned and in sanitary condition, reasonable wear and tear excepted. Resident shall allow Landlord to inspect the Premises, in Resident's presence, to verify the condition of the Premises, and its contents, which inspection must be made within seventy-two (72) hours of termination of occupancy. Resident shall undertake the following immediately prior to vacating the Premises so as to return it in the good condition specified in this section:

- A. Clean oven, refrigerator, sink, kitchen, cabinets, countertops, and floor;
- B. Shampoo and vacuum carpets; wax hardwood floors; strip and wax linoleum and tile floors;
- C. Clean walls, molding and doors of grease, print, pen and pencil marks, dirt, dust, and fingerprints, etc.;
- D. Clean all bathroom fixtures;
- E. Return all door and mailbox keys and parking stickers to the manager's office;
- F. Clean stairs of dust and debris;
- G. Empty closets of hangers, boxes and trash; and
- H. Clean all mirrors, windows and glass.

## **20. LIENS**

In the event of any default by Resident in the payment of rent which would give Landlord one or more of the remedies available under this Lease agreement, or the laws of the

Commonwealth of Virginia, Landlord shall have the lien granted by the laws of the Commonwealth of Virginia upon all the property of Resident.

## **21. INJURY, DAMAGE OR DESTRUCTION**

Landlord shall not be liable to Resident for any damage to Resident's person or property by reason of Landlord's failure to keep said Premises in repair. In the event of the destruction of the Leased Premises by fire, explosion, the elements, or otherwise through no fault or negligence of Resident, his or her family or guests, or in the event of such partial destruction as to render the Premises unfit for occupancy, the term hereby created shall, at the option of either party upon notice to the other, terminate as of the date of such damage, and the accrued rent shall be paid up to the time of such damage. If neither party desires to terminate the Lease, Landlord shall enter and repair the Premises with reasonable speed.

## **22. NOTICES**

Notices may be served upon Resident in person or by mail addressed to the Premises. Written notice of termination by Resident as well as other written notices required in this Lease must be presented in person or mailed to Landlord at 401 Wythe St., Alex., Va 22314, or such other place as Landlord may designate in writing to Resident.

## **23. ABANDONMENT OF PREMISES OR PROPERTY**

If all occupants of the Premises will be absent from the Premises for more than fifteen (15) days, Resident will give prior written notice of such absence to Landlord. If Resident fails to give such notice, Landlord may deem the Premises to be abandoned and may re-enter and re-lease the Premises. Resident will remain liable for all rent and any damages until the Premises are re-leased or the term expires, whichever occurs first. Any personal property Resident leaves on the Premises after the termination or expiration of this Lease or the abandonment of the Premises may be treated by Landlord as abandoned property and disposed of according to law.

## **24. MISREPRESENTATIONS**

Material misrepresentations by either party may entitle the other party to terminate this Lease, upon twenty-one (21) days written notice to the other party.

## **25. FINAL AGREEMENT**

This Residential Lease Agreement represents the parties' full and complete understanding and there are no other agreements either written or oral. This agreement may be modified or altered by the parties only by a writing signed by both parties.

If the Premises are Leased to a participant in the United States Dept. of Housing and Urban Development Section 8 housing assistance program, then the provisions of the Housing Assistance Payments (HAP) Contract and the Tenancy Addendum for the Premises shall be part of this Lease.

**26. GOVERNING LAW**

This Lease shall be construed under the laws of the Commonwealth of Virginia.

WITNESS the following signatures and seals:

IN WITNESS WHEREOF, the parties have signed this Lease this \_\_\_\_ day of \_\_\_\_\_, 20\_\_ at Alexandria, Virginia.

ALEXANDRIA REDEVELOPMENT AND HOUSING AUTHORITY, as agent for

\_\_\_\_\_  
(Ownership Entity)

In the presence of:

\_\_\_\_\_  
Witness

\_\_\_\_\_  
Witness

\_\_\_\_\_  
Witness

By: \_\_\_\_\_  
ARHA Representative

\_\_\_\_\_  
Printed Name

\_\_\_\_\_  
Resident

\_\_\_\_\_  
Resident