

**FAIRFAX COUNTY
REDEVELOPMENT AND HOUSING AUTHORITY
3700 PENDER DRIVE, SUITE 100
FAIRFAX, VIRGINIA 22030-7742
PUBLIC HOUSING DWELLING LEASE**

Part I

| | |
|---------------------------------|------------------------------------|
| Premises (unit address): | T-code |
| City: | State: Virginia - Zip Code: |
| Unit Size: | |

1. DESCRIPTION OF THE PARTIES AND PREMISES

A. The Fairfax County Redevelopment and Housing Authority (FCRHA), a Public Housing Agency (PHA) under Title 24 of the Code Federal Regulations (CFR), referred to hereafter as PHA, relying upon the representations made by Tenant as to household composition, employment and income of the head of household and members of the household, does hereby enter into this Dwelling Lease (Lease) for the above referenced Public Housing Premises ("Premises") upon the terms and conditions described in Parts I and II of this Lease:

| First Name, Middle Initial, Last Name of Household Member | Relationship to Head of Household | Date of Birth |
|---|-----------------------------------|---------------|
| A. | Head of Household | |
| B. | | |
| C. | | |
| D. | | |
| E. | | |
| F. | | |
| G. | | |
| H. | | |

B. Premises must be used only as a private residence, solely for Tenant and the household members named above. PHA may, by prior written approval, consent to Tenant's use of the unit for legal profit making activities incidental to the residential use subject to PHA's policy on such activities.

C. Any additions to the household members named on this lease, including Live-In Aides (LIA) and foster children, but excluding natural births, require the advance written approval of PHA. Such approval will be granted only if the new family members pass PHA's screening criteria, and a unit of the appropriate size is available. Permission to add Live-in Aides and foster children shall not be unreasonably refused.

A Live-In Aide (LIA) means a person who resides with an elderly, disabled, or handicapped person and who:

1. Is determined to be essential to the care and well-being of the person;
2. Is not obligated for the financial support of the person, nor providing financial support; and
3. Would not be living in the unit except to provide the necessary supportive services.

The LIA shall have no tenancy rights. The LIA may live at the Premises only so long as PHA and federal regulations determine that the family member qualifies for the LIA's necessary services.

Tenant agrees to wait for PHA's approval before allowing additional persons to move into the premises. Failure on the part of Tenant to comply with this provision is a serious violation of the material terms of the lease for which PHA may terminate the lease.

D. Deletions (for any reason) from the household members named on the lease shall be reported by the Tenant to PHA in writing, within 10 business days of the occurrence. Tenant must report the temporary absence of any household member to the PHA within 10 business days of the occurrence. Generally, a family member who is or is expected to be absent from the public housing unit for **120 consecutive days or 120 days** in a 12-month period or less is considered temporarily absent and continues to be considered a family member. Tenant or other family member(s) who are absent from the unit for longer than this period of time will be considered permanently absent from the family and must move from the "Premises." Note: A LIA is not a member of the family, but is a household member. Any LIA that moves, or is asked to move by Tenant, must be reported to the PHA within ten business dates of the occurrence. Any family member approved for a LIA that has not identified a proposed replacement LIA within six months of the move out of the former LIA will be deemed by the PHA to no longer require the services of a LIA in the unit and will be placed on the transfer list for a smaller unit.

_____ Tenant's Initials

_____ PHA Representative's Initials

E. Tenant has the right to exclusive use and occupancy of the Premises for Tenant and other household members listed on the lease. Tenant may allow guest(s) or visitor(s) as described in Part II, Section 2.F., and shall not accept any payment for such occupancy.

F. Tenant has the right to request a reasonable accommodation for family members with disabilities and PHA shall make reasonable accommodations to the Lease and other program, policy, or procedural requirements when requested by a qualified person with disabilities, subject to Part II, Section 3, Paragraph I.

2. LEASE TERM AND PAYMENTS DUE UNDER THIS LEASE

A. Lease Term

The initial term of this lease shall be for 12 months, beginning on _____, _____. For renewal of lease terms refer to Section 2D.

B. Rent - Tenant has the option, upon admission to Public Housing and annually thereafter, whether to pay flat rent (market value) or income based rent. As of the date of execution of this lease, tenant has elected to pay ____ Flat Rent OR ____ Income-Based Rent. [Tenant, check one.]

Rent for the period beginning on ___/___/___ and ending at midnight on ___/___/___ is \$_____. Thereafter, rent in the amount of \$_____ per month will be payable in advance on the first day of each month, and shall be delinquent after the **seventh (7th)** day of said month.

Payments made by tenant will be applied to any outstanding balances, which may include rent, utilities, maintenance, or any other balances owed. This shall not be construed to require acceptance by PHA of rent payments tendered for a period subsequent to the expiration of a notice to terminate.

The PHA's minimum rent for the dwelling unit leased to Tenant is \$50.00 per month. Provision is made for exemption due to financial hardship as defined in the PHA's Admissions and Continued Occupancy Policy (ACOP).

This rent shall remain in effect unless adjusted by PHA in accordance with Part II, Section 1 of this lease.

The amount of the income-based rent (Total Tenant Payment (TTP) and tenant rent) shall be determined by PHA in compliance with HUD regulations and requirements and in accordance with the PHA's ACOP.

C. Late Fees:

If rent is not paid in full by end of business (4:30 PM) on the **seventh (7th)** calendar day of each month, **PHA will assess a penalty thereon of the greater of ten dollars or an amount not exceeding ten percent of the original amount due. The penalty shall be added to the rent amount due from Tenant. However, in no case shall the penalty exceed the rent amount due. In addition, interest at the rate of ten percent annually from the first day following the day the rent is due (i.e.: the second day of the month) shall be assessed upon the rent and penalty.** Notwithstanding the foregoing, any such penalty shall not be due and collectable until two (2) weeks after notice shall have been given to Tenant with respect to such penalties in accordance with the requirements regarding notices of adverse actions as described in Part II, Section 6. In the event the lease term begins on a day of the month other than the 1st, the **initial pro-rated rent** payment for the first month, beginning _____, _____, and ending _____, _____, is \$_____, and is due and must be paid in full at the time this Lease is executed.

PHA shall charge/collect a returned check fee, as established by Fairfax County Department of Tax Administration, on any returned checks. Charges for late fees and returned checks are due fourteen (14) calendar days after Tenant receives PHA's written notice of the charge. PHA may require the tenant to pay by certified check or money order if Tenant's bank has returned one or more personal checks unpaid. PHA will not accept personal checks from Tenant after PHA has given Tenant a notice of lease termination. PHA may make written demand for payment immediately upon receipt of a returned check. Rent is delinquent upon a bank's return of an unpaid check.

D. Renewal of Lease:

Unless otherwise modified or terminated in accordance with PHA policy, or unless not renewed for noncompliance, this Lease shall automatically be renewed for successive terms of one year.

The Lease will not be renewed for Tenant when Tenant's adjusted family income is equal to or higher than 100% of Area Median Income as defined by the U.S. Department of Housing and Urban Development (HUD), unless tenant resides in an Internal Revenue Service tax-credit financed property, has a current family self-sufficiency contract, or is eligible for an earned income disregard.

E. Security Deposit:

At the time that Tenant signs this dwelling lease, he/she will also pay to PHA a **security deposit of \$_____**. This security deposit shall be equal to one month's gross rent (TTP) at the time of occupancy of the dwelling by the tenant, but shall not be less than \$50.00 or more than \$250.00.

The security deposit may not be used to pay rent or other charges while Tenant occupies the dwelling unit. No refund of security deposit will be made until Tenant has vacated, and the dwelling unit has been inspected by the PHA.

_____ Tenant's Initials

_____ PHA Representative's Initials

After this dwelling lease is "terminated", the tenant has vacated the unit, and PHA has inspected the unit, PHA has the right to apply such amounts from the security deposit as are reasonably necessary to remedy any damages suffered or incurred by PHA due to any of the following: tenant's nonpayment of rent, or any Other Charges or excess or additional utility charges hereunder; damage to the Premises or the complex caused by Tenant, Tenant's household members or guests or visitors, and which exceeds normal wear and tear; and PHA's expenses in cleaning the Premises which exceeds normal wear and tear after Tenant vacates the Premises.

Within 45 calendar days after Tenant vacates the Premises, the refundable amount (if any) of the security deposit will be returned and (unless the entire security deposit is returned) a written itemization of costs, charges or expenses or damages incurred and the disposition of the security deposit will be mailed to Tenant's last known address, or Tenant's forwarding address if such forwarding address is furnished to PHA by Tenant.

If such costs, charges or expenses or damages exceed the amount of the security deposit, Tenant will immediately pay the difference and shall remain obligated for such excess charges, expenses or damages after any termination of the Rental Agreement.

F. Payment Location:

Payment of rent and other charges shall be paid to PHA at FCRHA, P.O. Box 585, Merrifield, Virginia 22116. _____, _____. PHA offices will not accept cash.

3. UTILITIES/APPLIANCES

A. The following utility service(s) and appliances, marked by an X, will be furnished by PHA without additional cost to Tenant, subject to the conditions in 3(B):

| Utility Type | X if PHA Supplied | Utility Type | X if PHA Supplied |
|--------------|-------------------|--------------|-------------------|
| Water | X | Sewer | X |
| Electric | X | Gas | X |
| Stove | X | Refrigerator | X |
| Trash | X | Other: | |

B. Tenant will pay for the excess use of utilities, when applicable, according to the utility allowance schedule, which will be posted at the PHA site office and incorporated into this rental agreement by reference. Tenant will arrange with the local utility companies for turn on those utilities not provided by PHA under 3(A) above, on or before the initial date of this lease. Tenant agrees that it is his/her responsibility to ensure tenant provided utilities are connected at all times during the tenant's occupancy, and that failure to maintain utility services is a material breach of this lease and grounds for termination.

Notices of excess utility charges, if applicable, will be mailed monthly and will be in accordance with requirements regarding notices of adverse actions. Charges are due and payable thirty (30) calendar days after billing. Nonpayment of excess utility charges is a violation of the lease and is grounds for eviction.

4. OTHER CHARGES

A. Maintenance Costs – Tenant agrees to pay other reasonable charges ("Other Charges") for the PHA's cost of services and repairs due to intentional or negligent damage to the dwelling unit, common areas, or grounds beyond normal wear and tear, as well as for unauthorized alteration to the Premises or public areas caused by the Tenant, Tenant's household members, Tenant's guests or visitors. Other Charges will be billed to Tenant, and, PHA will specify the damaged items, corrective action taken and the cost of corrective action. The cost of repairs will be based upon the schedule of other charges posted at PHA's site office and incorporated into this rental agreement by reference, or the actual cost of the repair incurred by the PHA.

B. Notices of maintenance and damage charges will be mailed monthly and will be in accordance with requirements regarding notices of adverse actions as described in Part II, Section 6. PHA will accept payment of Other Charges separately from payments of rent owed by Tenant. All Other Charges will be considered additional rent and the failure of Tenant to pay Other Charges when due will constitute a breach of the rental agreement. Other Charges will be due and payable to the PHA thirty (30) calendar days after billing. Nonpayment of maintenance and damage charges is a violation of the lease and is grounds for eviction.

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_____ Tenant's Initials

_____ PHA Representative's Initials

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REDEVELOPMENT AND HOUSING AUTHORITY
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FAIRFAX, VIRGINIA 22030-7742
PUBLIC HOUSING DWELLING LEASE
PART II**

1. TERMS AND CONDITIONS

Ability to comply with Lease terms.

If, during the term of this Lease, Tenant, by reason of mental or physical impairment, is no longer able to comply with the material provisions of this lease and cannot make arrangements for someone to aid him/her in complying with the lease and PHA cannot make any reasonable accommodation that would enable tenant to comply with the lease; PHA will assist Tenant, or designated member(s) of Tenant's family, to find more suitable housing and permit the Tenant to move from the dwelling unit. If there are no family members who can or will take responsibility for moving Tenant, PHA will work with appropriate agencies, with Tenant's permission, to secure suitable housing and will terminate the Lease in accordance with Part II, Section 7 of this Lease.

At the time of admission Tenant must identify the family member(s) or other person(s) to be contacted if they become unable to comply with lease terms.

A. Re-examination of rent, dwelling size and eligibility.

The rent amount as fixed in Part I, Section 2 of this lease agreement is due each month, until changed as described below.

PHA shall re-examine the income of the family at least once a year if Tenant chooses to pay income-based rent. For families paying flat rents, annual income only updates will be conducted in each of the two (2) years following the full re-examination to determine whether the family is over the maximum income limits for the program. Flat rent amounts may be adjusted annually. Adjustments to the flat rent shall be effective on the family's anniversary date. Anniversary date is defined as twelve (12) months from the effective date of the family's last annual re-examination or, during a family's first year in the program, from the effective date of the family's initial examination (admission).

At least once a year or as requested by PHA, Tenant agrees to provide PHA with a true and complete written certification of family composition. For all residents of public housing, whether paying income-based or flat rents, the PHA must conduct an annual review of community service requirement compliance.

Tenant agrees to supply PHA, when requested, with accurate information about: family composition, age of family members; income and source of income for all family members, assets, expenses, and other related information deemed pertinent by the PHA, necessary to determine eligibility, annual income, adjusted income, and rent. This will be reviewed by PHA, and used by PHA to make determination with respect to rent, eligibility, and the appropriateness of dwelling size. Failure by Tenant to provide requested information is a serious violation of the terms of the lease, and PHA may terminate the lease.

PHA shall give Tenant reasonable notice of what actions Tenant must take and of the date by which any such actions must be taken for compliance under this section. This information will be used by PHA to determine the amount of rent charged, and whether the dwelling size occupied by Tenant is still appropriate for Tenant's needs.

If Tenant does not provide PHA with the written verification as to all items requested as described above within ten (10) business days of PHA's request, or if Tenant shall misrepresent any material fact or shall omit or fail to state any material fact therein, then Tenant will have materially breached this Lease. If the Tenant has not provided to PHA the applicable information described above or as otherwise described in this Lease prior to the end of the term of the Lease, the term of the Lease shall only renew for successive terms of one calendar month. If a determination has been made that the Lease would not have otherwise been renewed pursuant to Part I, Section 2(D) of this Lease, or renewed for any other reason, then PHA shall provide to Tenant at least sixty (60) calendar days' notice of such notice of termination.

B. Interim Re-examination

Interim re-examinations can be scheduled either because the PHA has reason to believe that changes in income or expenses may have occurred, or because the family reports a change.

(1) For families paying income-based rent, the monthly rent described in Part I, Section 2 of this Lease will remain constant for the period between anniversary dates, unless it is adjusted pursuant to the latest re-examination described in subparagraph (A) above or if during such a period any of the following occur (defined as "Income-Based Circumstances"):

(a) There is a loss of head of household (Tenant), due to death, abandonment, separation, divorce or other continuing circumstances. In such event, the Lease shall terminate and a new lease shall be executed by a responsible, residual adult family member deemed legally eligible by the accepted policies of the HUD Occupancy Handbook (a copy of which is on file in PHA's office, and which is incorporated herein by reference), and the PHA.

(b) There is a loss of any person(s) other than head of household, whose name is listed in Part I, Section 1(A), as a "Tenant".

_____ Tenant's Initials

_____ PHA Representative's Initials

(c) There is an addition of a member of the household by marriage or remarriage by the head of household, or adoption or birth. This lease will NOT be revised to permit a change of family composition resulting from a request to allow adult children to move back into the unit. An exception may be made if it is determined that the return of a single adult child is essential for the mental or physical health of Tenant.

(d) There is an increase in family income requiring an interim re-examination as a result of:

- i. A family member's income changes from zero income to income;
- ii. A family member's income changes from unearned income to income;
- iii. A member is added to the household and that member has income; or
- iv. A family member's employment changes from part-time to full time.

A TRUE AND COMPLETE STATEMENT OF ANY AND ALL CHANGES IN INCOME, EXPENSES, OR FAMILY COMPOSITION MUST BE REPORTED TO PHA IN WRITING WITHIN TEN (10) BUSINESS DAYS OF THEIR OCCURRENCE AND ANY FAILURE BY TENANT TO DO SO OR ANY MISREPRESENTATION OF ANY SUCH CHANGES WILL BE A MATERIAL BREACH OF THIS LEASE.

(2) For families paying flat rent, the monthly rent described in Part I, Section 2 of this Lease will remain constant for the period between regular reviews, unless it is adjusted pursuant to the latest re-examination described in subparagraph (A) above or unless during such a period any of the following occur ("Flat Income Circumstances", and together with Income-Based Circumstances, collectively or individually as the context may require, "Change in Circumstances"):

(a) If PHA determines that the family is unable to pay the flat rent because of financial hardship.

(i) If the family applies and PHA approves a hardship exemption, PHA shall immediately provide for the family to pay rent in the amount determined under income-based rent.

(ii) Flat rent is determined to be a financial hardship whenever the switch to income-based rent would be lower than the flat rent.

(b) If the family has switched from paying flat rent to income-based rent because of financial hardship, the family will be given the option at the next annual re-examination whether to choose income-based rent or flat rent.

(3) **Rent Adjustments:** If, upon verification of a Change in Circumstances, PHA determines that Tenant's monthly rent does not conform to the approved schedule of rents, an adjustment in the monthly rent will be made so that the monthly rent then conforms to the schedule of rents. Tenant will be notified in writing of any rent adjustments. All notices will state the effective date of the rent adjustment. Interim adjustments in the monthly rent will be effective in accordance with PHA policy as follows:

(a) Any decrease in rent will be effective on the first day of the calendar month following the month in which a Change in Circumstances was reported to PHA's office.

(b) Any increase in rent will be effective on the first day of the second calendar month following the month in which the Change in Circumstances occurred.

(c) In the case of a rent increase due to a change in federal law or regulations, the increase will become effective the first day of the second month following the month in which the PHA notifies the tenant of the law or regulatory change.

(d) No interim increase or decrease in rent will be made until all the information needed to make the determination has been verified by the PHA. However, if at the time of the annual re-examination, tenant-provided documents were used on a provisional basis due to the lack of third-party verification, and third-party verification becomes available, the PHA will conduct an interim re-examination.

C. Retroactive Rent: If it is found that Tenant has intentionally misrepresented or intentionally failed to inform PHA of or has omitted any of the true facts, that the rent paid by Tenant is less than should have been charged, then PHA may at its option terminate the Lease for material breach, and/or make any rent increase retroactive to the date such increase would have been effective had Tenant not engaged in misrepresentation, withholding, or omission, and any additional rent past due shall be immediately paid by Tenant. In the case of family-caused errors or program abuse, the family will be required to repay any amounts of rent for which Tenant has been deemed to have underpaid. The PHA may, but is not required to, offer the family a repayment agreement in accordance with PHA repayment of family debts policies. If the family fails to repay the amount allowed, the PHA will terminate the family's lease in accordance with PHA lease termination policies.

D. Notice: PHA will mail or deliver a "Notice of Rent" to Tenant at the Premises in accordance with the requirements regarding notices of adverse actions as described in Part II, Section 6 of this Lease in the event the monthly rent payment is increased or decreased pursuant to this Section.

E. Change in Premises/Transfers

(1) Tenant agrees that if PHA determines that the size or design of the dwelling unit is no longer appropriate for Tenant's needs, PHA shall send Tenant written notice. Tenant further agrees to accept a new lease for a different dwelling unit of the appropriate size or design and to transfer to the new unit assigned to Tenant by PHA.

(2) PHA may move a Tenant into another unit if it is determined necessary to rehabilitate or demolish Tenant's unit.

(3) If a Tenant makes a written request for special unit features in support of a documented disability, PHA shall modify Tenant's existing unit, if possible. If the cost and extent of the modifications needed are tantamount to those required for a fully accessible unit, or if another unit is available which has the special unit features requested by or on behalf of a disabled family member, PHA may transfer Tenant to another unit with the features requested, at PHA's expense.

_____ Tenant's Initials

_____ PHA Representative's Initials

(4) A tenant without disabilities who is housed in an accessible or adaptable unit must transfer to a unit without such features should a Tenant with disabilities need the unit. If Tenant refuses to move PHA may terminate the Lease in accordance with the terms and provisions of this Lease.

(5) In the case of involuntary transfers, Tenant shall be required to move into the dwelling unit made available by PHA. Tenant shall be given up to thirty (30) calendar days in which to move following delivery of a transfer notice. If Tenant refuses to move PHA may terminate the Lease.

(6) Involuntary transfers are subject to the Grievance Procedure, and no such transfers may be made until either the time to request a Grievance has expired or the procedure has been completed.

(7) PHA will consider any Tenant requests for transfers in accordance with the transfer priorities established by PHA.

(8) PHA will consider deconcentration of poverty and income-mixing goals when offering transfers; including skipping families on the transfer list and offering rent incentives to higher income families moving into lower income developments.

(9) Tenant is required to pay a new security deposit at time of transfer, with the exception of medical transfers.

2. TENANT'S OBLIGATIONS

Tenant agrees:

A. To pay rent on time.

B. Not to assign this dwelling lease or to sublease or transfer possession of all or any rooms of the Premises.

C. Not to provide accommodation for paid boarders or lodgers.

D. To insure that no member of the household keeps, maintains, harbors or boards any dog, cat, livestock, or pet of any nature in the dwelling unit or on the grounds of the PHA's development except in accordance with the PHA's pet policy. Pets may only be permitted with the written authorization of the PHA, in which case PHA and Tenant shall execute a pet agreement as an addendum to this Lease. Pet owners are required to pay a pet deposit of \$100 in addition to any other required deposits. The deposit must be paid in full before the pet is brought onto the Premises.

However, in any development a person with a disability, upon their request to PHA and verified need, may keep a companion or service animal that is needed as a reasonable accommodation for his or her disability. An animal needed as a reasonable accommodation is not subject to the PHA's pet policy, although it is subject to reasonable health and safety rules.

E. To use the Premises solely as a private dwelling for Tenant and Tenant's household, and as provided in Part I, Section 1, and not to use, or permit its use, for any other purpose. Tenant must obtain written permission of PHA prior to giving accommodations to foster children, foster adult(s) or live-in care providers. With the consent of the PHA, the tenant may engage in legal profit making activities in the dwelling unit, where PHA determines that such activities are incidental to primary use of the leased unit for Premises by members of the family.

F. To promptly report to PHA, and obtain PHA's prior approval for, the presence of any guest or visitor, not identified in Part I, Section 1 of this Lease as a member of Tenant's household, who remains in the Premises for over fourteen (14) consecutive calendar days or forty-five (45) cumulative calendar days in a twelve (12)-month period.

G. To abide by all necessary and reasonable rules and regulations established for the benefit and well-being of the community in which the Premises is located and the other tenants. Rules and regulations will be posted in a conspicuous manner in PHA's office(s), and are incorporated by reference into this Lease. Such rules and regulations may be modified from time to time. Violation of such regulations and or homeowner association or condominium association rules, as applicable, each shall constitute a violation of the Lease

H. To comply with all obligations imposed upon tenants by applicable provisions of local, state and federal building and housing codes, which materially affect health and safety.

I. To use only in a reasonable manner all electrical, plumbing, sanitary, heating, ventilating, air-conditioning and other utilities, facilities and appurtenances.

J. To refrain from installing equipment or major appliances without prior written consent of PHA. To make no changes to locks or install new locks on exterior and interior doors without PHA's written approval.

K. To refrain from and prevent household members and guests from defacing, painting, damaging, destroying or removing any part of the Premises or housing complex, harassing other tenants, authorized vendors, service personnel or representatives of the PHA will not be tolerated.

L. To refrain from and prevent household members and guests from climbing on, damaging, destroying, or removing any part of the fences, roofs, trees or plants in the public housing complex.

M. Tenant shall make no major repairs, alterations or additions without the prior written consent of PHA which consent PHA may withhold in its sole discretion and to make no repairs at the cost of the PHA, without first giving PHA notice and a reasonable time to commence repairs. Any repairs made by Tenant must be in accordance with the Virginia Code.

N. To conduct himself/herself and to cause other persons who are in or at the Premises with his/her consent to conduct themselves in a manner that will not disturb his/her neighbors' peaceful enjoyment of their Premises and the public areas and will be conducive to maintaining the housing complex in a decent, safe and sanitary condition. To act in a cooperative manner with neighbors and the PHA's staff. To refrain and cause member of Tenant's household or guests to refrain from acting or speaking in an abusive or threatening manner toward neighbors and the PHA's staff.

_____ Tenant's Initials

_____ PHA Representative's Initials

- O. To observe and cause members of tenant's household and guests to observe the speed limit on the complex streets.
- P. To pay reasonable charges (other than normal wear and tear) for the repair of damages to the unit Premises, PHA buildings, facilities and common areas, which are caused by Tenant, his/her household members or guests, according to the schedule of Other Charges referred to in Section 4(A) of Part I.
- Q. To assure that Tenant, any member of the household, any guest, or any other person under Tenant's control, (whether or not such persons' presence on the Premises is then known by Tenant or Tenant is aware of the conduct of such persons), shall not engage in:
 - (1) Any criminal activity or conduct, including loud or obnoxious behavior, that threatens the health, safety, or right to peaceful enjoyment of PHA's public housing premises by other residents, agents, representatives or employees of the PHA, or;
 - (2) Manufacturing, selling, delivering, possessing with intent to sell or deliver, or use of an illegal drug(s), or otherwise possessing an illegal drug(s) including marijuana or drug paraphernalia, on or off the premises (not just on or near the premises), while Tenant is a resident in public housing;
 - (3) Any abuse (or pattern of abuse) of alcohol that affects the health, safety, or right to peaceful enjoyment of the premises by other residents or employees of PHA.
- R. Not to display on or about the Premises or housing complex any advertisement for goods or services without the prior written consent of the PHA, which approval may be withheld at PHA's sole discretion.
- S. To park only in areas designated for Tenant's parking and to ensure that guests and visitors do not park in any parking areas designated as that of other tenants of the housing complex, and
 - (1) To abide by parking regulations adopted by PHA which regulations shall be posted in the parking areas when feasible, and in PHA's site office, and are incorporated herein by reference.
 - (2) To refrain and to cause other household members, guests or visitors to refrain from parking on any right-of-way or fire lane designated and marked by the PHA, and on sidewalks, lawns or other unauthorized areas.
 - (3) To refrain from and to cause household members and guests to refrain from using common areas, sidewalks, and parking areas for the washing, servicing or repair of vehicles.
 - (4) To refrain from keeping trailers and non-operating vehicles and/or parts on the premises. Any inoperable, unlicensed or unregistered vehicle as described above will be removed from PHA's property at Tenant's expense.
- T. (1) **Not to** commit any fraud in connection with any Federal housing assistance program or PHA's Fairfax County Rental Program, or
 - (2) **Not to** receive assistance for occupancy in any other unit assisted under any Federal housing assistance program during the term of the lease.
- U. To transfer to another PHA unit upon PHA's request when:
 - (1) Tenant occupies an accessible or designated accessible unit, Tenant does not require the features of the unit, and PHA needs the accessible or accessible designated unit to house a disabled family; or
 - (2) Tenant is over or under housed, based on PHA's occupancy standards.
- V. To give prompt written notice to PHA prior to leaving the dwelling unit unoccupied for any period exceeding one week (seven (7) consecutive days).
- W. To take reasonable precautions to prevent fires and to refrain from storing or keeping flammable materials upon the premises.
 - (1) To not disconnect any smoke alarm (or any carbon monoxide detector, if applicable) or make inoperable by removal of batteries from any smoke alarm (or any carbon monoxide detector, if applicable) in the dwelling unit. Tenant disconnection or otherwise making inoperable any smoke alarm (or any carbon monoxide detector, if applicable) is a health and safety violation.
 - (2) To notify PHA immediately when any smoke alarm (or any carbon monoxide detector, if applicable) is not operable.
- X. To ensure that all members of the family who are subject to the community service requirement are complying with the community service requirement, or are no longer residing in the unit.
 - (1) Community service requires that each non-exempt adult resident shall contribute eight (8) hours per month of community service (not including political activities), or participate in an economic self-sufficiency program for eight (8) hours per month. Community service is the performance of voluntary work or duties that are a public benefit, and that serve to improve the quality of life, enhance resident self-sufficiency, or increase resident self-responsibility in the community. An individual may not skip a month and then double up the following month, unless special circumstances warrant it. The FCHRA will make the determination of whether to permit a deviation from the schedule. The PHA will provide the family with a copy of the community service policy found in Exhibit 11-1 of the PHA policy at lease up, lease renewal, when a family member is determined to be subject to the community service requirement during the lease term, and at any time upon the family's request. It is the Tenant's sole responsibility to maintain records of community service compliance for his/her annual re-examination.
 - (a) Exemption is provided subject to specific requirements as described in the PHA's policy Exhibit 11-2, upon verification.

_____ Tenant's Initials

_____ PHA Representative's Initials

(b) Tenant must immediately notify PHA of any change that affects a household member's exemption from the community service requirement, specifically if the household member no longer meets the exemption requirements.

(2) Noncompliance: PHA shall determine annually if non-exempt adult residents are in compliance. This Lease shall not be renewed or extended unless the head of household and the noncompliant adult, before the lease expiration date, enter into an agreement to make up the total number of hours required, over the twelve (12) month period of the new lease term. If, after the twelve (12) month cure period, the family member is still not compliant, the PHA must terminate the tenancy of the entire family, in accordance with the terms and conditions of this Lease, unless the family provides documentation that the non-compliant family member no longer resides at the unit. 24CFR 960.607(b).

TENANT'S OBLIGATIONS FOR MAINTENANCE OF THE UNIT:

A. To keep the Premises, adjacent grounds and such other areas as may be assigned to Tenant's use in a clean, orderly and safe condition. Tenant accepts the apartment and fixtures "as is" except for conditions materially affecting the health or safety of persons. PHA disclaims all implied warranties. Tenant will be given a move-in/move-out Inspection form on or before move-in. Within ten (10) business days after move-in, Tenant must sign and note on the form all defects or damage and return it to the property manager of PHA. Otherwise, everything will be considered to be in a clean, safe, and good working condition.

B. Tenant must use customary diligence in maintaining the apartment and not damaging or littering the common areas. Without PHA consent, Tenant may not in any way perform alterations to the Premises, inside or outside. Alterations, as used herein, means all additions, improvements, and redecorations including, but not limited to painting, wall papering (Tenant will not apply colored paint, wall paper, contact paper or paneling to any walls, doors or ceiling of the Premises), the installation of locks, lock changes, rekeying, carpeting (Tenant will not install or cause to be installed, wall-to-wall carpet or carpeting that is tacked or glued to the floors or stairways), floor coverings, cabinets, woodwork, stone, ironwork, doors, screens, murals, awnings, phone or cable television outlets, antennas, satellite dishes, alarm systems, appliances, water purification devices, light fixtures, shrubs, and the driving of large nails and screws into or otherwise defacing walls, floors and ceilings, and replacing or adding shrubs, trees, or other outside plantings.

C. Water furniture is not permitted. No aquarium with a capacity greater than ten (10) gallons shall be kept on the Premises. Tenant(s) must place any and all aquariums in a safe location in the unit and give such aquarium stable support. Tenant shall be responsible for all damage caused by leakage or breakage from any aquarium.

D. Tenant agrees not to alter, damage, or remove PHA property, including alarm systems, appliances, smoke detectors, carbon monoxide detectors, if applicable, furniture, telephone and cable TV wiring, screens, locks, and security devices. When Tenant moves in, PHA will supply light bulbs for apartment; after that Tenant will replace them at their own expense with bulbs of the same type and wattage.

E. YARD CARE: Townhouse tenants shall be responsible to maintain yards, including front, rear and side yards. Tenant maintenance shall include but not be limited to keeping grass cut and trimmed according to local standards, watering of trees, shrubs and grass. If Tenant fails to do so PHA may, at its discretion, provide the necessary yard maintenance and charge Tenant.

F. To provide reasonable care (including changing batteries) and perform interim testing of smoke detectors to assure they are in working order.

SMOKE DETECTORS: PHA will furnish smoke detectors as required by statute and will test them and provide working batteries when Tenant first takes possession. After that Tenant must pay for and replace batteries as needed. PHA may replace dead or missing batteries at Tenant's expense, without prior notice. Tenant must immediately report smoke detector malfunctions to PHA. Neither Tenant nor others may disable smoke detectors. If Tenant, any household member, or guest of Tenant disable or damage the smoke detector, or fail to replace a dead battery or report malfunctions to PHA, Tenant will be liable to others and PHA for any loss, damage, or fines from fire, smoke, or water.

In units where tamperproof smoke detectors have been installed, Tenant is not to tamper with the smoke detector. The unit is sealed and can only be serviced by PHA personnel. If the detector is tampered with there will be a replacement charge.

FIRE EXTINGUISHER – Personally owned fire extinguishers are the sole responsibility of the tenant and must be replaced or removed if expired.

G. TRASH/GARBAGE/BLOCKAGES: Place all garbage, rubbish and other refuse from the Premises in secured bags; and place all bags in dumpsters or receptacles at locations designated by PHA. Tenants are required to obtain a plunger and are responsible to keep toilets and sinks clear. If PHA is called to clear a blockage that a plunger will clear or it is determined that the blockage is due to tenant fault, a charge may be assessed.

H. FIXTURES: To refrain from placing fixtures, i.e., satellite television dishes, signs or fences, in or about the premises without prior written permission of PHA. An addendum must be signed by Tenant prior to the installation.

I. REPORTING REPAIRS: To promptly report to PHA any needed repairs to the Premises.

_____ Tenant's Initials

_____ PHA Representative's Initials

J. FURNACE FILTERS: Where Tenant has access to furnace filters, Tenant is responsible to replace PHA-provided furnace filters at least quarterly.

K. SNOW REMOVAL/ICE TREATMENT: Townhouse Tenants are responsible for shoveling/removing snow and ice within ten feet from the front and on the side entrances of the unit (If an end unit). If Tenant fails to clear snow or ice within twenty-four (24) hours PHA may clear the walk and charge Tenant.

L. CARPETING: Tenant shall be responsible for maintaining carpeting in the Premises that have carpeting. Tenant maintenance shall include professionally cleaning the carpet if noted during PHA inspections. Tenant will have unit professionally exterminated for the removal of fleas and other vermin upon end of lease if pets were kept in the unit at any time.

M. DOWNSPOUTS/SPLASH BLOCKS: Tenant shall be required to maintain downspouts and splash blocks if the Premises is a townhouse. Tenant maintenance shall include assuring these items are not damaged and keeping them clean and clear of debris (at bottom of downspout) to assure proper function.

N. LOCKS: Tenant is prohibited from installing private lock systems that would prevent access to the Premises or any areas therein. Should such a lock system be installed it will be removed and a PHA system installed at the cost of Tenant. The installation of double dead-bolts is prohibited.

O. ACCESS: In the event that it becomes necessary for a service contractor to enter the Premises it shall be Tenant's responsibility to facilitate access. Tenant will be responsible to coordinate with the vendor to allow access as well as the security of the unit. Further, because the vendor is under contract with PHA, if the vendor is unable to access the unit there will be a service charge. In the event of a service charge Tenant will be responsible to reimburse PHA the amount charged by the vendor.

P. VACATING UNIT. To leave the dwelling unit upon vacating the Premises in a clean and good condition, normal wear and tear excepted, and to return all keys to PHA. In accordance with State law, any property or personal belongings left by Tenant in or about the Premises after he/she vacates will be considered abandoned and may be disposed of as PHA sees fit at the Tenant's expense.

Q. APPLIANCES - MAINTENANCE: Tenant is responsible to use appliances provided as intended, to maintain their cleanliness and not to modify them in any way.

R. APPLIANCES - TENANT OWNED: Tenant is prohibited from installing privately owned appliances without prior written approval from PHA. Small appliances are not included. If such an installation is approved, Tenant shall be responsible for proper installation and to maintain said appliances in good clean working order. This is a HUD mandated requirement. In the event that PHA determines that the appliance is improperly installed or is not being kept in a good clean working order Tenant will be required to remove the appliance. Should Tenant refuse, PHA will have the right to remove it at Tenant's expense. Upon move-out the Premise must be restored to original condition.

S. EXTERMINATIONS: Tenant is responsible to keep all surfaces in a clean and sanitary condition, thereby not providing a food source for pests. Should Tenant fail in this area, PHA reserves the right to have the unit professionally cleaned to rid the unit of food sources and extermination of pests, and pass the cost on to Tenant.

T. UNSANITARY/UNSAFE UNIT CONDITIONS: Tenant is responsible to maintain the Premise clutter-free, clean and otherwise sanitary for PHA personnel to safely enter the Premises to perform inspections and repairs. Should, in the determination of PHA, the unit become unsafe to enter because of excess clutter or be found unsanitary, only emergency repairs will be performed until the unit is brought up to HUD Uniform Physical Condition Standards (UPCS). If after a period of thirty (30) days the unit still fails UPCS, PHA may proceed with termination of tenancy or eviction.

U. WINDOW/DOOR ACCESS: Tenant is prohibited from placing furnishings or other obstacles in front of windows and doors where the window or door is the only second means of escape in case of fire.

V. LIGHTS: Tenant is required to provide a working light source for each room where an overhead light is not present. PHA guidelines state that upon entering a room the switched receptacle must have a working light source.

W. MOLD REMEDIATION: During the tenancy, as prescribed in Virginia Code Section 55-248.16, Tenant has a duty to use reasonable efforts to prevent the accumulation of water and the growth of mold, and to notify PHA of any moisture accumulation or visible evidence of mold after commencement of the tenancy.

3. PHA'S OBLIGATIONS

Subject to the obligations of Tenant hereunder, including, without limitation, the obligation to pay rent and to maintain the Premises in clean and sanitary manner, PHA agrees:

A. To maintain the dwelling unit and the complex in a condition that is decent, safe, sanitary and in good repair.

_____ Tenant's Initials

_____ PHA Representative's Initials

B. To comply with requirements of building and housing codes, Uniform Physical Condition Standards, and other HUD regulations materially affecting health and safety.

C. To make necessary repairs to the dwelling unit.

D. To keep complex buildings, facilities and common areas, not otherwise assigned to Tenant for maintenance and upkeep, in a clean and safe condition.

E. To 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 PHA.

F. To provide and maintain appropriate receptacles and facilities (except containers for the exclusive use of Tenant and his/her household) for the deposit of garbage, rubbish and other waste which must be removed from the premises by Tenant as required by this Lease, and to provide disposal service for garbage, rubbish and other solid waste.

G. To supply running water and reasonable amounts of hot water as required.

H. To notify Tenant of the specific grounds for any proposed adverse action by PHA (such adverse action includes, but is not limited to, a proposed lease termination, transfer of Tenant to another unit, or imposition of charges for maintenance and repair, or for excess consumption of utilities). When PHA is required to afford Tenant the opportunity for a hearing under the PHA's grievance procedure for a grievance concerning a proposed adverse action:

(1) The notice of the proposed adverse action shall inform Tenant of the right to request such hearing. In the case of lease termination, a notice of lease termination that complies with 24 CFR 966.4(l) shall constitute adequate notice of proposed adverse action.

(2) In the case of proposed adverse action other than a proposed lease termination, PHA shall not take the proposed action until time to request such a hearing has expired and (if hearing was timely requested) the grievance process has been completed.

I. Reasonable Accommodations for Residents with Disabilities:

Housing providers must make reasonable accommodations in lease and other program, policy, or procedural requirements when requested by a qualified resident with disabilities. The concept of reasonable accommodation involves helping a resident meet essential lease requirements; it does not require lowering or waiving of essential requirements. Accommodations are not reasonable if they require a fundamental alteration in the nature of the program or impose undue financial and administrative burdens on the housing provider.

J. To not reduce Tenant's rent due to a reduction in welfare assistance when the welfare reduction is a result of:

- (1) Fraud; or
- (2) Failure to participate in an economic self-sufficiency program; or
- (3) Failure to participate in a work activities requirement.

PHA will verify the above circumstance through the local welfare department pursuant to a local agreement with the welfare department to verify such circumstances as quickly as possible.

Refusal by PHA to reduce Tenant's rent is not applicable if the welfare reduction results from:

- (1) The expiration of a lifetime limit on receiving welfare benefits; or
- (2) When the family has sought but cannot find employment; or
- (3) The family has complied with welfare program requirements but loses welfare because of a durational time limit.

K. To publicly post in a conspicuous manner in PHA site office, all rules and regulations and schedules incorporated by reference in this Lease, and to furnish copies thereof to Tenant on request, at a reasonable charge per each page.

L. To consider lease bifurcation or other measures, such as changing locks, barring the offender from the premises, etc. as provided in 24 CFR 5.2009, in circumstances involving domestic violence, dating violence, or stalking addressed in 24 CFR Part 5, Subpart L.

M. IT IS EXPRESSLY UNDERSTOOD THAT NEITHER PHA NOR ANY OF ITS REPRESENTATIVES SHALL BE LIABLE FOR DAMAGE OR LOSS FROM THEFT OR FROM ANY OTHER CAUSE WHATSOEVER. TENANT IS STRONGLY ENCOURAGED TO PURCHASE RENTER'S INSURANCE.

4. DEFECTS HAZARDOUS TO LIFE, HEALTH OR SAFETY

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

PHA's Responsibilities:

A. PHA shall be responsible for repair of the unit within a reasonable period of time after receiving notice from Tenant, provided, if the damage was caused by Tenant, household members, or guests, the reasonable cost of the repairs shall be charged to Tenant.

_____ Tenant's Initials

_____ PHA Representative's Initials

B. PHA shall offer Tenant a replacement dwelling unit, if available, if necessary repairs cannot be made within a reasonable time. PHA is not required to offer Tenant a replacement unit if the hazardous condition was caused by Tenant, Tenant's household member(s), persons under Tenant's control, or Tenant's guests.

C. Tenant shall accept any replacement unit offered by PHA.

D. In the event repairs cannot be made by PHA, as described above, or alternative accommodations are not provided, then rent shall abate in proportion to the seriousness of the damage and loss in value as a dwelling. No abatement of rent shall occur if Tenant rejects alternative accommodations or if the damage was caused by Tenant, Tenant's household member(s), persons under Tenant's control, or Tenant's guests.

E. If PHA determines that the dwelling unit is uninhabitable because of imminent danger to the life, health, and safety of Tenant, and alternative accommodations are refused by Tenant, this Lease shall be terminated, and any rent paid will be refunded to Tenant.

Tenant Responsibilities:

A. Tenant shall immediately notify the PHA of the damage and intent to abate rent, when the damage is or becomes sufficiently severe that Tenant believes he/she is justified in abating rent.

B. Tenant agrees to continue to pay full rent, less the abated portion agreed upon by the PHA, during the time in which the defect remains uncorrected.

5. INSPECTIONS AND ENTRY OF PREMISES DURING TENANCY

Inspections:

A. Move-In Inspection: PHA and Tenant or representative shall inspect the dwelling unit prior to occupancy by Tenant. The statement shall be signed by Tenant and a copy of the statement retained by PHA in Tenant's folder. Any deficiencies noted by the Tenant on the move-in inspection report will be corrected by the PHA, at no charge to Tenant, subject to the terms and conditions of this Lease

B. Other Inspections: PHA will inspect the unit at least annually to check needed maintenance, tenant housekeeping, and other lease compliance matters. Tenant will receive a written statement of the charges, if any, for repairs or removal of non-approved alternations to the unit.

C. Move-out Inspection: PHA will inspect the unit at the time Tenant vacates and mail Tenant a written statement of the charges, if any, for which Tenant is responsible within the required time frame. Tenant and/or representative may join such inspection, unless Tenant vacates without notice to PHA.

Entry of Premises during Tenancy:

A. Tenant responsibilities:

- (1) Tenant agrees that the duly authorized agent, employee, or contractor of the PHA will be permitted to enter Tenant's dwelling during reasonable hours (7:00AM to 8:00PM) for the purpose of performing routine maintenance, making improvements for repairs, inspecting the unit, or showing the unit for releasing.
- (2) When Tenant requests maintenance to the unit in person or via telephone, fax or e-mail, PHA shall attempt to provide such maintenance within a reasonable period of time. If Tenant is absent from the dwelling unit when PHA visits the unit to perform requested maintenance, Tenant's request for maintenance shall constitute permission to enter. However, PHA will not perform maintenance if minor children are left in the unit without an adult present.

B. PHA's responsibilities:

- (1) PHA shall give Tenant at least two (2) business days written notice that PHA intends to enter the unit. PHA may enter only at reasonable times.
- (2) PHA may enter Tenant's dwelling unit at any time without advance notification when there is reasonable cause to believe that an emergency exists.
- (3) If Tenant and all adult members of the household are absent from the dwelling unit at the time of entry, PHA shall leave in the dwelling unit a written statement specifying the date, time and purpose of entry prior to leaving the dwelling unit, except in the instance of subparagraph (2) above.

6. NOTICE PROCEDURES

A. Tenant Responsibility – Any notice to PHA must be in writing, delivered to the site office or to PHA's Main Office, to FCRHA, 3700 Pender Drive, Suite 100, Fairfax, Virginia 22030 or South County Office to FCRHA, 8350 Richmond Highway, Suite 527, Alexandria, Virginia 22309 or sent by prepaid first-class mail, properly addressed as provided above.

B. PHA's Responsibility – Notice to Tenant must be in writing, delivered to Tenant or to any adult member of the household residing in the dwelling unit, or sent by prepaid first-class mail addressed to Tenant.

(1) In the case of notice of proposed changes in rules, regulations, procedures or schedules referred to in this Lease, PHA may, as an alternative to any of the notice provided in above, post such notice in at least three (3) conspicuous places within the structure or building in which the Premises is located, as well as in a conspicuous place in PHA Main or South County office.

_____ Tenant's Initials

_____ PHA Representative's Initials

C. Notices given as provided above shall be deemed effective on the date personally delivered or posted or, in the case of notices given by mail, three (3) days after the date of mailing.

D. Unopened, canceled, first class mail returned by the Post Office shall be sufficient evidence that notice was given, whether signed or unsigned.

7. TERMINATION OF LEASE.

A. This Lease may be terminated at any time by Tenant by giving **sixty (60)** calendar days written notice as described above. Tenant agrees to leave the Premises in clean and good condition, reasonable wear and tear excepted, and to return the keys to PHA when Tenant vacates the Premises (rent may continue until keys are returned to PHA's Office). If Tenant transfers to another PHA operated dwelling unit, payment of any unpaid balance of Other Charges or rent due under this lease will become part of the consideration for the lease of the other PHA operated dwelling unit.

B. PHA shall have the right to terminate or refuse to renew this lease for serious or repeated violations of material terms of the Lease, such as failure to make payments due under the lease or to fulfill Tenant's obligations set forth above, or for other good cause. Such serious or repeated violations of terms shall include, but not be limited to:

- (1) The failure to pay rent or other payments when due;
- (2) Repeated late payment, which shall be defined as failure to pay the amount of rent or other charges due by the **seventh (7th)** day of the month. Four (4) such late payments within a calendar year (January – December) shall constitute a repeated late payment.
- (3) Failure to pay excess utility charge (EUC).
- (4) Misrepresentation of family income, assets, or composition;
- (5) Failure to supply, by required deadline, any certification, release, information, or documentation on family income of composition needed to process annual reexaminations or Interim redeterminations;
- (6) Refusal to accept and execute an amendment or written rider to lease after PHA provides at least sixty (60) days' notice of the proposed effect of the amendment or written rider and provides the tenant a reasonable time to respond to the offer to execute the amendment or written rider;
- (7) Serious or repeated damage to the Premises or creating physical hazards in the unit, common areas, grounds, or parking areas in any PHA site;
- (8) Criminal activity or other non-compliance by Tenant, household member, guest, or other person under Tenant's control, including criminal activity that threatens the health, safety or right to peaceful enjoyment of PHA's Premises by other residents or employees, or any drug-related criminal activity on or off the premises; per HUD "one strike" rule.
 - (9) Alcohol abuse that PHA determines interferes with the health, safety, or right to peaceful enjoyment of the premises by other residents;
 - (10) Fleeing to avoid prosecution or custody confinement after conviction, of a felony;
 - (11) Violating a condition of probation or parole imposed under federal or state law;
 - (12) Weapons or illegal drugs seized in a PHA's unit by a law enforcement officer;
 - (13) Any fire on PHA premises caused by the tenant, household members or guests' neglect;
- (9) Continued noncompliance with the community service requirement, on the part of any non-exempt adult resident. "Continued noncompliance" is defined as the twelve (12) month cure period (i.e.: the renewal term of the new lease) after the initial lease had expired. If the family member is still not compliant after the twelve (12) month cure period, the PHA must terminate tenancy of the entire family, according to the Lease, unless the family provides documentation that the non-compliant family member no longer resides at the unit. 24CFR 960.607(b).
- (10) For participants in the PHA's Supported Shared Housing Program (SSHP), failure to comply with SSHP program rules, *incorporated herein by this reference.*
- (11) Family absence from the unit for 120 or more days in a twelve (12)-month period.

C. PHA shall terminate assistance permanently for persons convicted of manufacturing or producing methamphetamine on premises or if the tenant is registered on any state's lifetime sex offender registry.

(1) **Solely for the purposes of this Part II, Section 7(C)**, "Premises" shall mean the building or complex in which the dwelling unit is located, including common areas and grounds.

D. PHA shall give written notice of the proposed termination of the Lease of:

- (1) Fourteen (14) calendar days in the case of failure to pay rent;
- (2) Five (5) calendar days or less, if necessary, if Tenant, a member of his/her household or a visitor or guest creates or maintains a clear and immediate threat to the health or safety of other tenants, PHA employees or the public, or if Tenant, a member of his/her household or a visitor or guest engages in any illegal criminal activity, drug activity in or near the public housing complex; and
- (3) Thirty (30) calendar days in all other cases.

E. The notice of termination to Tenant:

(1) Shall state reasons for the termination, shall inform Tenant of his/her rights to make such reply as he/she may wish, and of the Tenant's right to examine PHA's documents directly relevant to the termination or eviction.

_____ Tenant's Initials

_____ PHA Representative's Initials

(2) When PHA is required to offer Tenant the opportunity for a grievance hearing, the notice shall also inform Tenant of the right to request such a hearing in accordance with the PHA's grievance procedures.

(3) Any notice to vacate (or quit) which is required by state or local law may be combined, or run concurrently, with the notice of lease termination under this section.

The notice to vacate must be in writing, and specify that if Tenant fails to quit the premises within the applicable statutory period, appropriate action will be brought against Tenant, and Tenant will be required to pay the costs of court and attorney's fees.

(4) When PHA is required to offer Tenant the opportunity for a grievance hearing under the PHA's grievance procedures concerning the lease termination, the tenancy shall not terminate (even if any notice to vacate under state or local law has expired) until the period to request a hearing has expired, or (if a hearing is requested within the time frame for requesting a hearing) the grievance process has been completed.

(5) When PHA is not required ("one strike" rule) to offer Tenant the opportunity for a hearing under the grievance procedure and PHA has decided to exclude such grievance from PHA grievance procedure, the notice of lease termination shall:

(a) State that Tenant is not entitled to a grievance hearing on the termination;

(b) Include the name, address and telephone number of a legal services program operating in Fairfax County, Virginia;

(c) Specify the judicial procedure to be used by the PHA for eviction and state that HUD has determined that this eviction procedure provides the opportunity for a hearing in a court that contains the basic elements of due process as defined in HUD regulations; and

(d) State whether the eviction is for a criminal activity that threatens the health or safety of residents or staff or for drug-related criminal activity, as described in the PHA's policies.

F. HUD's regulations in 24 CFR Part 5, Subpart L, apply if a current or future tenant is or becomes a victim of domestic violence, dating violence, or stalking (See VAWA Section 10 below).

G. When PHA evicts a tenant from a dwelling unit for criminal activity, PHA shall notify the local post office serving the dwelling unit that such individual or family is no longer residing in the unit so the post office will stop mail delivery for such persons and they will have no reason to return to the unit.

8. ATTORNEY AND OTHER FEES

Tenant agrees to pay reasonable Attorney's fees in the event court action is required to enforce any terms and condition of the rental agreement by the PHA, provided Tenant does not prevail in said court action.

Tenant agrees to pay for additional attorney fees the PHA incurs to collect on the remaining debt owed by the tenant after move-out or eviction and any debt which is discovered as a result of program fraud post tenancy. In addition, the Tenant also agrees to pay any fees or charges the PHA incurs for the services of a Collection Agency under contract with the PHA to collect on the Tenant's debt.

Tenant also agrees to pay the PHA's actual costs for the removal of any personal property left in the unit by the tenant and any other direct costs associated with the eviction.

9. GRIEVANCE PROCEDURE

Except as provided in Section 8 above, all grievances or appeals arising under this Lease, shall be processed and attempted to be resolved pursuant to the grievance procedure which is in effect at the time of such grievance or appeal, prior to PHA commencing any eviction action. This grievance procedure is part of the PHA's policy, shall be posted in PHA's office, and a copy provided to each Tenant, *and is incorporated herein by this reference.*

10. VIOLENCE AGAINST WOMEN'S ACT (VAWA)

If a member of the tenant's household or their guest or other person under their control engages in criminal activity directly relating to domestic violence, dating violence, or stalking, such conduct shall not be cause for termination of the lease or occupancy rights, of the victim, if the tenant or an immediate member of the tenant's family is the victim or threatened victim of domestic violence, dating violence or stalking.

One or more incident of actual or threatened domestic violence, dating violence or stalking will not be construed as a serious or repeated violation of the lease by the victim or threatened victim of that violence, and shall not be good cause for terminating the assistance, tenancy or occupancy right of the victim of such violence.

Nothing in this lease prohibits the PHA from evicting the member of the household who has engaged in actual or threatened actions of domestic violence, dating violence or stalking.

A resident who claims as a defense to an eviction action that the eviction action is brought because of criminal activity directly relating to domestic violence, dating violence or stalking, must provide a written certification in a form provided by the PHA or substantially similar thereto, that they are a victim of domestic violence, dating violence, or stalking, and the incident or incidents which are subject of the eviction notice are bona fide incidents of actual or threatened abuse. This written certification must be provided within fourteen (14) business days after the PHA requests the certification in writing, which may be the date of the termination of lease letter. It may also be the date of any other written communication from the PHA stating that the tenant is subject to eviction due to the incident which the tenant then wishes to allege was a bona fide instance of actual or threatened

_____ Tenant's Initials

_____ PHA Representative's Initials

abuse. The certification requirement may be complied with, by completing the certification form which is available from the PHA office. Information provided in the certification form shall be retained in confidence, shall not be entered into a shared data base, and shall not be provided to a related entity unless the tenant consents in writing, the information is required for use in eviction proceedings, or its use is otherwise required by law.

The PHA may bifurcate the lease, in order to evict, remove or terminate assistance to any individual who is a tenant or lawful occupant and who engages in criminal acts of physical violence against family members or others, without eviction, removing terminating assistance to, or otherwise penalizing the victim of such violence who is also a tenant or lawful occupant.

The PHA may evict a tenant for violation of a lease not premised on the act or acts of violence in question against the tenant or a member of the tenant's household, provided that the PHA does not subject an individual who is or has been victim of domestic violence, dating violence, or stalking to a more demanding standard than other tenants in determining whether to evict or terminate. A victim tenant who allows a perpetrator to violate a court order relating to the act or acts of violence is subject to eviction. A victim tenant who allows a perpetrator who has been barred from PHA property to come onto PHA property, including but not limited to the victim's apartment and any other area under their control, is subject to eviction.

The PHA may terminate the tenancy of any tenant if the public housing agency can demonstrate an actual and imminent threat to other tenants or those employed at or providing service to the PHA if that tenant's tenancy is not terminated and;

None of these provisions shall be construed to supersede any provision of any federal, state or local law that provides greater protection than this section for victims of domestic violence, dating violence, or stalking.

11. CHANGES

This Lease consisting of Parts I and II, together with the rules and regulations, schedules and grievance procedures incorporated herein, any pet Agreement incorporated herein, and any future adjustments of rent for the Premises, evidences the entire agreement between PHA and Tenant and supersedes all prior understanding or agreements, both oral and written. PHA may, from time to time, make changes or amendments in the schedule of utility allowances, schedule of Other Charges, the schedule with respect to excess utilities charges, parking rules and regulations and any and all other rules, regulations, schedules or procedures hereunder or affecting the Lease, any and all such changes and amendments (subject to compliance with the notice procedure specified below) shall become a part of the Lease. Any changes or amendments to this lease except for changes to rent, changes in the schedules rules, regulations or procedures applicable to the housing complex which have been posted by PHA in PHA's Office pursuant to Part I, Sections 3(b) and 4(a) hereof (including, without limitation, those specifically referred to above), shall be done by a written rider to the Lease signed and dated by both parties. Thirty (30) days written notice must be given to Tenant before any changes or amendments can be made to the schedules, rules, regulations or procedures described above and which do not require a written rider to this Lease, setting forth the proposed changes, the reasons therefore and giving Tenant an opportunity to present written comments to be taken into consideration before any changes or amendments become effective.

12. NO WAIVER

Notwithstanding any conduct or custom on the part of the PHA, the failure of PHA to enforce any of PHA's rights under this Lease shall not be construed as having created a custom in any way contrary to the specified terms of this Lease or as having in any way modified this Lease or as having constituted a waiver of any of PHA's rights or obligations under this Lease.

13. MISCELLANEOUS:

- A. SEVERABILITY. If any provision of this Lease is found to be void, unenforceable, or illegal, then the remaining provisions shall remain in effect.
- B. MODIFICATIONS. Modifications of this Lease must be accompanied by a written rider to the Lease executed by PHA and Tenant, except for eligibility, rent redeterminations, determinations of unit size, and schedules of special charges for services, repairs, and utilities, and rules and regulations which are incorporated in the Lease by reference. PHA shall give the resident thirty (30) days prior written notice of any proposed change to standard dwelling Lease form, list of maintenance charges, schedule of utility allowances, grievance procedures, pet policies, transfer, rent, and occupancy policies and any other PHA policy which is incorporated in this Lease. The notice, which shall include a copy of the proposed policy, shall inform the resident that PHA will consider all written comments from residents about the proposed changes before they become effective. Changes to these policies shall not require a written addendum to this Lease.
- C. CONSTRUCTION. The various head notes and groupings of the provisions of the Lease are for convenience and reference only and are in no way intended and shall not be construed to limit or restrict the meaning or the application of any of the provisions to which they refer.

14. RESERVATION OF RIGHTS:

_____ Tenant's Initials

_____ PHA Representative's Initials

- A. It is hereby further understood and agreed between Tenant and PHA that PHA reserves all rights and remedies to terminate this Lease and/or make any claim for rent due or other charges or Lease violations arising under any prior lease with Tenant of these Premises and/or other premises leased by PHA, and that such claims may be endorsed as if arising under this Lease.
- B. It is further understood that all provisions regarding PHA's non-liability and non-duty apply to all employees, agents and management companies employed by or contracting with PHA and that this Lease is subordinate or superior to existing and future recorded mortgages and deeds of trust at the lender's option.
- C. NO REPRESENTATION OR WARRANTIES. No oral promises, representations, or agreements have been made by PHA or any of its representatives. This Lease is the entire agreement between the parties. Owner's representatives (including management personnel and other employees or agents) do not have the authority to waive, amend, or terminate this Lease or any part of it and do not have authority to make promises, representations, or agreements which impose obligations on PHA or its representatives unless done in writing.

(Remainder of Page Blank; Signature Page Follows)

_____ Tenant's Initials

_____ PHA Representative's Initials

EXECUTION. By Tenant's signature below, Tenant and household agree to the terms and conditions of Parts I and II of the Lease and all additional documents made a part of the Lease by reference.

By the signature(s) below, I/we also acknowledge that the Provisions of Part II of this Lease agreement and any documents made of part of this Lease be reference have been thoroughly explained to me/us by PHA's representative.

IN WITNESS WHEREOF, the parties have executed this Lease this _____ day of _____, _____.

Tenant Signature(s)

| | | |
|-------------------|--|-------|
| Head of Household | | Date: |
| Spouse or Co-Head | | Date: |
| Other Adult | | Date: |
| Other Adult | | Date: |
| Other Adult | | Date: |

PHA Signature:

| | | |
|------------------------------|-------|------|
| PHA Representative Signature | Title | Date |
| | | |

TENANT'S CERTIFICATION

I, _____ hereby certify that I, and other members of my Household, have not committed any fraud in connection with any federal housing assistance program, unless such fraud was fully disclosed to PHA before execution of the Lease, or before PHA's approval for occupancy of the unit by the Household member.

I further certify that all information or documentation submitted by myself or other household members to PHA in connection with any federal housing assistance program, before and during the term of the Lease, are true, correct, and complete to the best of my knowledge and belief.

Tenant's Signature _____ Date _____

ATTACHMENTS:

If indicated by an (X) below, PHA has provided the tenant with the following attachments and information:

| | | | |
|--|--|---|--|
| Copy of this lease | | Grievance Procedures | |
| Housekeeping Standards | | Standard Maintenance Charges (may be updated) | |
| Pet Policy | | Protect Your Family From Lead in Your Home | |
| Community Service Exhibits 11-1 and 11-2 | | Other: | |

STATEMENT ON RECEIPT OF INFORMATION

We have received a copy of the above information, including "Protect Your Family From Lead in Your Home." The above information has been thoroughly explained to me/us. We understand the possibility of lead based paint may exist in the unit.

Tenant's Signature _____ Date _____

PHA Office Address _____ Hours _____

Telephone Number: (_____) _____

PHA Property Improvement and Maintenance Division: (703) 246-6620 – TTY: (703) 691-3464

Emergency Maintenance Telephone Number: (____)_____

(Monday through Friday after:_____p.m. and weekends and holidays.)