

III. REDETERMINATION OF RENT, DWELLING SIZE AND ELIGIBILITY:

- (A) Once a year, or as otherwise required by Landlord, Resident agrees to furnish a signed statement and certification containing accurate information regarding family income, employment, assets, and family composition, for use by Landlord in redetermining rent, dwelling size and continued eligibility for assisted housing. In the event of failure or refusal of Resident to report such information as required, Landlord may terminate this lease. The redetermination of rent and redetermination of proper dwelling size will be made in accordance with Landlord's computation of rents and Landlord's posted policies governing occupancy. When the Landlord redetermines the amount of rent payable by the Resident or determines that the Resident must transfer to another unit based on family composition, the Landlord shall notify the Resident that the Resident may ask for an explanation stating the specific grounds of the Landlord's determination, and that if the Resident does not agree with the determination, the Resident may request a hearing under the Landlord's grievance procedure. Resident also shall give Landlord authorization to verify all sources of income, assets, and family composition and shall provide proper certification of pet licensing and immunization when applicable.

Two missed certification appointments may result in lease termination.

- (B) Monthly rent as shown on page 1 of this lease, or as adjusted in accordance with the provisions herein, will remain in effect for the period between regular rent determinations, unless there is a change in family income or family composition.
- (C) Within ten (10) business days after there is a change in family income or family composition, Resident agrees to provide to Landlord verifiable information regarding such change **(must be in writing)**.
- (D) Changes in rent will be made as follows (provided Resident has timely reported such change):
1. Resident agrees to pay any increase in rent resulting from an increase in family income the first of the month following thirty (30) days' notice to the Resident, and to pay any back (retroactive) rent due because of failure on the part of the Resident to report such increase in family income;
 2. A decrease in rent resulting from a decrease in family income will be effective the first of the month following the month the decrease in family income is reported **and verified in writing**;
 3. Resident agrees to pay any increase in rent resulting from the implementation of changes in rent computation or increases due to changes in regulations, policies or procedures requiring implementation by the United States Department of Housing and Urban Development (HUD).
- (E) Items included as part of this lease by reference are:
- Resident Handbook
 - Smoking Policy
 - Pet Policy
 - VAWA (Violence Against Women Act)
 - Grievance Procedure

IV. OBLIGATION OF RESIDENT; RESIDENT AGREES:

Special Definitions Section:

Affiliated individual: as defined in VAWA.

Covered person: A Resident, any member of the Resident's household, a guest, or another person under the Resident's control.

Dating violence: as defined in VAWA.

Domestic violence: as defined in VAWA.

Drug: A controlled substance as defined in section 102 of the Controlled Substances Act [21 U.S.C. 802].

Drug Related Criminal Activity: The term drug-related criminal activity means the illegal manufacture, sale, distribution, use, or possession with intent to manufacture, sell, distribute, or use, of a controlled substance as defined by Federal or State of Virginia Controlled Substances Acts.

Guest: For purposes of this lease, the term "***guest***" means a person on the premises and/or temporarily staying in the unit with the consent of a Resident or other member of the household who has express or implied authority to so consent on behalf of the Resident.

Household: The term household means people who, with the Landlords permission, live in the unit. The term also includes Landlord approved live-in aides, foster children, and foster adults.

Other person under the resident's control: The person, although not staying as a guest in the unit, is, or was at the time of the activity in question, on the premises because of an invitation from the tenant or other member of the household who has express or implied authority to so consent on behalf of the tenant. Absent evidence to the contrary, a person temporarily and infrequently on the premises solely for legitimate commercial purposes is not *under the tenant's control*.

Premises: The building or complex or development in which the public or assisted housing dwelling unit is located, including common areas and grounds.

Resident/Tenant: the term Resident and/or Tenant is used interchangeably in this lease and in the Admissions and Continued Occupancy Policy ("ACOP").

Sexual assault: as defined in VAWA.

Stalking: as defined in VAWA.

Violent criminal activity: Any criminal activity that has as one of its elements the use, attempted use, or threatened use of physical force substantial enough to cause, or be reasonably likely to cause, serious bodily injury or property damage.

- (A) Not to assign the lease or to sublease the premises;
- (B) Not to provide accommodations for boarders, lodgers, or others not listed on the lease as household members except as provided in paragraph (D) of this Section;
- (C) To use the premises solely as a private dwelling for the Resident and the Resident's household members identified in the lease, and not to use or permit its use for any other purpose except as provided for in Section V(B) of this lease;
- (D) That guests may visit with consent of a household member. The head of household is responsible for the conduct of visitors and guests, inside the unit as well as anywhere on or near Landlord premises [24CFR 966.4(f)]. The Resident family must notify the Landlord when having guests for more than three (3) days. After approval, the guest may remain in the unit no longer than fourteen (14) consecutive days or a total of fourteen (14) cumulative calendar days during any twelve (12) month period . No member of the Resident household authorized to reside in the unit shall have a guest without prior permission as stated above;
- (E) To abide by necessary and reasonable regulations promulgated by Landlord for the benefit and well-being of all Residents;
- (F) To comply with all obligations imposed upon Residents by applicable provisions of building and housing codes that materially affects health and safety;
- (G) To keep the premises, and such other areas as may be assigned to the Resident for the Resident's exclusive use, in a clean and safe condition (see Resident Handbook);

- (H) To dispose of all ashes, garbage, rubbish, and other waste from the premises in a safe and sanitary manner;
- (I) To refrain from, and to cause the household members, guests, or other person(s) under Resident's control to refrain from destroying, defacing, damaging, or removing any part of the premises or development;
- (J) To pay reasonable charges (other than for normal wear and tear) for the repair of damages to the premises, or to the development (including damage to development buildings, facilities or common areas) caused by the Resident, a member of the Resident household, a guest, or other person(s) under Resident's control;
- (K) To act, and cause household members, guests and/or other person(s) under Resident's control to act, in a manner which will not harass or disturb other Residents' peaceful enjoyment of their accommodations and will be conducive to maintaining the development in a decent, safe and sanitary condition;
- (L) To assure that the Resident, any member of the Resident's household, a guest, and/or other person(s) under Resident's control shall not engage in:
 1. Any criminal activity in, on or off the Landlord's premises that the Landlord determines may interfere with or threaten the health, safety, or right to peaceful enjoyment of the premises by other Residents, employees of the Landlord and/or any other person lawfully on the Landlord's premises or any person(s) personal and/or financial security in the general community.
 2. Any drug-related criminal activity in, on or off such premises; or any activity by a Resident, household member, other person under the Resident's control or guest in which the Landlord determines that an illegal controlled substance is being used.
 3. Illegal use or pattern of illegal use of a drug that the Landlord determines may interfere with or threaten the health, safety, or right to peaceful enjoyment of the premises by other Residents, employees of the Landlord, and/or any person lawfully on the Landlord's premises.
 4. Abuse or a pattern of abuse of alcohol that that the Landlord determines may interfere with or threaten the health, safety, or right to peaceful enjoyment of the premises by other Residents, employees of the Landlord and/or any other person lawfully on the Landlord's premises.

VIOLATIONS OF THIS SECTION (L) SHALL BE CONSIDERED TO BE A SERIOUS VIOLATION OF THE MATERIAL TERMS OF THIS LEASE. A CRIMINAL CONVICTION OR ARREST IS NOT NECESSARY FOR THIS LEASE TO BE TERMINATED AND FOR EVICTION ACTIONS TO BEGIN. CRIMINAL ACTIVITY OR DRUG RELATED CRIMINAL ACTIVITY IS CAUSE FOR EVICTION UNDER SECTION XII WITHOUT AN ARREST OR CONVICTION.

The Landlord will immediately terminate tenancy if the Landlord determines that any member of the household has ever been convicted of the manufacture or production of methamphetamine on the premises of federally assisted housing.

The Landlord may terminate tenancy without regard to whether or not the resident had knowledge, in fact, of criminal activity engaged in by a member of the resident's household or of any guest or invitee of resident or resident's household, unless resident agrees in writing to remove such person's name from the lease, refuse to allow such person on the premises and agree to have the person barred by Landlord for inappropriate conduct/behavior.

- (M) Not to keep or use inflammable materials on the premises, such as gasoline, kerosene, mineral spirits, turpentine, paint, motor oil or other inflammable materials or explosives (including fireworks);
- (N) Not to display any signs whatsoever, and not to use tacks, nails, screws, or any fasteners on any part of the premises except and under the conditions authorized by the Landlord;
- (O) Not to keep or allow dogs, cats, or any other animals or pets on the premises without the prior written consent of Landlord and in accordance with the Landlord's Pet Policy;

- (P) To pay when due all charges for which Resident is responsible under this lease;
- (Q) Not to install any clothes dryer, additional telephones, fences, additional locks, fixtures, radio or television antenna, or make any alterations to the premises (including wallpaper, contact paper, etc.) without the prior written consent of the Landlord, and then only under the conditions given by the Landlord for such consent;
- (R) To refrain from any illegal or other activity that may be detrimental to or impair the physical or social environment of the development;
- (S) To use only in a reasonable, safe, and only for the purpose intended, all utilities and electrical, plumbing, sanitary, heating, ventilating, air conditioning, and other facilities and appurtenances including elevators;
- (T) To immediately report to the Landlord any accident or damage to pipes, toilets, drains, electric wires, equipment, or other equipment and facilities;
- (U) To park motorized vehicles only in designated areas and never on grassed areas; not to display vehicles for sale; not to grease, change oil, wash, or make major repairs to such vehicles; not to leave or park motorized vehicles in an inoperative condition;
- (V) To notify Landlord on or before any extended absence from the premises in excess of seven (7) calendar days;
- (W) To abide by all necessary regulations and policies promulgated by the Landlord for the benefit and well-being of the Landlord and Residents. Said policies and regulations are posted in the Landlord's offices and are incorporated herein by reference;
- (X) To report to Landlord within ten (10) business days after there is a change in family income or family composition and to provide Landlord verifiable information regarding such change (see also Section III(C) of this lease);
- (Y) To complete a written request to the Landlord, for the addition of a family member due to marriage or other legitimate reason, prior to the person or persons moving into the premises;
- (Z) Not to illegally discharge any type of firearm and not to possess any illegal and/or unregistered firearm on, in or near the premises. This includes but is not limited to B.B. guns and air powered rifles;
- (AA) Not to allow a former resident of Landlord, who has been evicted and/or owes Landlord monies, to occupy their dwelling unit for any period of time;
- (BB) To transfer to an appropriate size dwelling unit based on family composition, upon notice by the Landlord that such a dwelling unit is available. Non-handicapped/disabled Residents residing in Handicapped Accessible units also agree to transfer to a non-handicapped unit upon notice by the Landlord at such time that the accessible unit is needed for a qualifying Resident household;
- (CC) To furnish complete and accurate written information in a timely manner (within ten (10) business days of any change occurring).
- (DD) To correct any violation (other than a lease termination of tenancy/demand for possession) within twenty-one (21) calendar days of receipt of written notice from the Landlord of the specific violation, except as provided to the contrary herein;
- (EE) To cooperate with Landlord to solve problems concerning Resident relations, complaints, disturbances, and other violations by meeting with Landlord upon Landlord's request;
- (FF) To promptly remove any personal property left on the Landlord property when Resident leaves, abandons or surrenders the dwelling;
- (GG) Not to commit, or allow members of Resident's household to commit any fraud in connection with any federal housing assistance program, and not to receive or allow members of Resident's household to receive assistance for

occupancy of any other dwelling assisted under any federal housing assistance program during the term of this agreement, or any subsequent renewals;

- (HH) To provide to the Landlord with thirty (30) calendar days advanced notice of intent to vacate and terminate this agreement. The notice shall be in writing and delivered to the Landlord's central office or sent by U.S. Mail properly addressed. Upon termination of this agreement, Resident agrees that the dwelling shall not be considered "vacated" for rental charge purposes only, until such time as the keys are returned and the Landlord accepts the unit;
- (II) Resident or family member agrees that any person who is under a "No Trespassing" Notice will not be allowed in, on, or near the dwelling unit and/or the Landlord's premises with the consent of the head of household or a family member. It will be a serious violation of this lease to allow any such person in, on, or near the dwelling unit and/or Landlord's premises after notice to Resident of the person's name and nature of Trespass Notice. A list of persons with a current "No Trespass" Notice in effect will be posted in the lobby of the Landlord's Office;
- (JJ) Resident, resident's household, guests, and other person(s) under Resident's control, agree not to use or threaten to use a knife, club, or any other weapon against any person in, on or off Landlord's property. The use of, or threat to use a knife, club, or any other weapon against any person in, on or off Landlord's property will be considered a serious violation of the terms and conditions of this lease;
- (KK) Smoke detectors are required by law to be functional. If smoke detectors are not functioning properly, Resident agrees to report this immediately to the Landlord's maintenance department. A smoke detector must not be disabled (including removing batteries) at any time. Tampering with smoke detectors, alarm systems and/or suppression systems are serious violations of this lease and may be subject to criminal charges/prosecution;
- (LL) To be careful to prevent fires anywhere on Landlord's premises. All fires must be immediately reported to proper authorities. Resident agrees to also immediately notify the Landlord's maintenance department. Should the cause of the fire be determined to be the fault of the Resident, household members, visitors/guests, and/or other persons under the Resident's control, the Resident agrees to pay for all damages/expenses incurred to the Landlord as a result of the fire;
- (MM) Each adult household member, who is not considered exempt from the Community Service Requirement, shall contribute eight (8) hours per month of community service or participate in a self-sufficiency program for eight (8) hours per month;
- (NN) Resident, resident's household, guests, and other person(s) under Resident's control agree not to engage in threatened violent or abusive behavior toward Landlord personnel, contractors, vendors, or any other person(s) authorized to do business on Landlord property. Abusive or violent behavior includes written and/or verbal as well as physical abuse or violence. Use of racial epithets, or other language, written or oral, that is customarily used to intimidate may be considered abusive or violent behavior. Threatening refers to oral or written threats or physical gestures that communicate intent to abuse or commit violence.
- (OO) Resident and resident's household agree not to flee to avoid prosecution, or custody or confinement after conviction, for a crime, or attempt to commit a crime, that is a felony under the laws of the place from which the individual flees, or that, in the case of the State of New Jersey, is a high misdemeanor; or violation a condition of probation or parole imposed under Federal or State law.
- (PP) To comply with Landlord's Smoking Policy.

V. RESIDENT'S RIGHT TO USE AND OCCUPANCY:

- (A) The Resident, and members of the household authorized to reside on the premises in accordance with this lease, shall have the right to exclusive use and occupancy of the premises, including reasonable accommodation of guests. For purposes of this lease, the term "**guest**" means a person on the premises and/or temporarily staying in the unit with the consent of a Resident or other member of the household who has express or implied authority to so consent on behalf of the Resident.
- (B) With the prior written consent of the Landlord, Resident and members of the household may engage in legal profit-

making activities on the premises, when the Landlord determines that such activities are incidental to the primary use of the premises for a residence by members of the household.

(C) With the prior written consent of the Landlord, a foster child or a live-in aide may reside on the premises. The factors considered by the Landlord in determining whether or not consent is granted may include:

1. Whether the addition of a new occupant may require a transfer of the family to another unit, and whether such units are available.
2. The Landlord's obligation to make reasonable accommodation for persons with disabilities.

Live-in aide 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 support of the person; and
3. Would not be living in the unit except to provide the necessary supportive services.

VI. ENTRY OF PREMISES DURING TENANCY:

Landlord may enter the premises under the following conditions:

- (A) Landlord shall, upon written notification delivered to premises in advance at least two (2) calendar days or more, be permitted to enter the premises during reasonable hours for the purpose of performing routine inspections and maintenance, for making improvements or repairs, or to show the premises for re-leasing.
- (B) Landlord may enter the premises at any time without advance notification when Resident requests repairs, maintenance, or services or when there is reason to believe an emergency exists;
- (C) In the event Resident and all adult members of the household are absent from the premises at the time of entry, Landlord shall leave a notice specifying the date, time and purpose of entry prior to leaving the premises.

VII. OBLIGATIONS OF LANDLORD; LANDLORD AGREES: (except for circumstances beyond its control)

- (A) To maintain the premises and other project premises in decent, safe and sanitary conditions;
- (B) To comply with requirements of applicable building codes, housing codes, and U.S. Dept. of Housing and Urban Development regulations that materially affect health and safety;
- (C) To make necessary repairs to the premises;
- (D) To keep project premises, facilities and common areas, not otherwise assigned to Resident for maintenance and upkeep, in a decent, clean, safe and sanitary condition;
- (E) To maintain in good and safe working order and condition electrical, plumbing, sanitary, heating, ventilating, and other facilities and appliances, including elevators, supplied or required to be supplied by Landlord. Landlord will supply the following appliances: refrigerator stove;
- (F) To provide and maintain appropriate receptacles and facilities (except containers for the exclusive use of an individual Resident family) for the deposit of ashes, garbage, rubbish or other waste removed from the dwelling unit by the Resident in accordance with Section IV(H) of this lease;
- (G) To supply running water and reasonable amounts of hot water and reasonable amounts of heat at appropriate times of the year;
- (H) To post schedules of special charges for services, repairs and utilities and rules and regulations which are incorporated by reference in this lease in the Landlord's development office and to furnish such documents to Residents and applicants upon request. Such schedules, rules and regulations may be modified from time to time

by the Landlord provided that the Landlord shall give at least 30-days written notice to each affected Resident setting forth the proposed modification, the reasons therefore, and providing the Resident an opportunity to present written comments which shall be taken into consideration by the Landlord prior to the proposed modification becoming effective. A copy of such notice of proposed modification shall be:

1. Delivered directly or mailed to each Resident; or
 2. Posted in at least three (3) conspicuous places within each structure or building in which the affected dwelling units are located, as well as in a conspicuous place at the development office, if any, or if none, a similar central business location within the development.
- (I) To post in the office of Resident's complex, or if there is not a property office, the central office of the Landlord, copies of all rules, regulations, schedules of charges and other documents which are part of this agreement, whether by attachment or reference, and to make any changes or modifications available to Resident.

VIII. DEFECTS HAZARDOUS TO LIFE, HEALTH OR SAFETY:

In the event the premises are damaged to the extent that conditions are hazardous to life, health or safety of the Residents, it is agreed that the following terms and conditions apply:

- (A) The Resident shall immediately notify Landlord of the damage;
- (B) The Landlord shall be responsible for repair of the unit within a reasonable time. If the damage was caused by the Resident, Resident's household members or guests, the reasonable cost of the repairs shall be charged to the Resident;
- (C) Landlord shall offer standard alternate accommodations, if available, in circumstances where necessary repairs cannot be made within a reasonable time;
- (D) Rent shall be abated in proportion to the seriousness of the damage and loss in value as a dwelling if repairs are not made in accordance with Paragraph (B) of this Section or alternative accommodations not provided in accordance with Paragraph C of this Section, except that no abatement of rent shall occur if the Resident rejects the alternative accommodation or if the damage was caused by the Resident, members of the Resident household or guests/visitors.

IX. ABANDONED PROPERTY AND FURNISHINGS:

Virginia Residential Landlord Tenant Act: Section 55-248.31:1. Disposal of property abandoned by tenants.

The landlord may dispose of the property so abandoned as the landlord sees fit or appropriate, provided he has (i) given a termination notice to the tenant in accordance with this chapter, which includes a statement that any items or personal property left in the premises would be disposed of within the twenty-four hour period after termination, (ii) given written notice to the tenant in accordance with 55-248.33, which includes a statement that any items of personal property left in the premises would be disposed of within the twenty-four hour period after expiration of the seven-day notice period, or (iii) given a separate written notice to the tenant, which includes a statement that any items of personal property left in the premises would be disposed of within twenty-four hours after expiration of a ten-day period from the date of such notice was given to the tenant. Any written notice to the tenant shall be given in accordance with 55-248.6. The tenant shall have the right to remove his personal property from the premises at reasonable times during the twenty-four hour period after termination or at such other reasonable times until the landlord has disposed of the remaining personal property of the tenant.

X. NOTICES:

- (A) The Landlord shall notify the Resident of the specific grounds for any proposed adverse action by Landlord. Such adverse action includes, but is not limited to, a lease termination/demand for possession (if applicable), transfer of the Resident to another unit, or imposition of charges for maintenance and repair, or for excess consumption of utilities.

- (B) The Landlord shall notify the Resident of the opportunity for a hearing under the Landlord's grievance procedure for a grievance concerning a proposed adverse action except as provided in Section XII(F) of this lease:
 - (1) The notice of proposed adverse action shall inform the Resident of the right to request such hearing. In the case of a lease termination/demand for possession, a notice of lease termination/demand for possession in accordance with Section XI(B) shall constitute adequate notice of proposed adverse action.
 - (2) In the case of a proposed adverse action other than a lease termination/demand for possession, the Landlord shall not take the proposed action until the time for the Resident to request a grievance hearing has expired, and (if a hearing was timely requested by the Resident) the grievance process has been completed.

XI. NOTICE PROCEDURES:

- (A) The Landlord and the Resident in giving notice one to the other shall use the following procedures:
 - (1) Except as provided in Paragraph C of this Section, notice to a Resident shall be in writing and delivered to the Resident or to an adult member of the Resident's household residing in the dwelling or sent by prepaid first-class mail properly addressed to the Resident; and
 - (2) Notice to the Landlord shall be in writing, delivered to the development office or the Landlord's central office or sent by U.S. first-class mail (properly addressed).
- (B) Notice to terminate/vacate from Landlord shall comply with Virginia Law. They shall be in writing and such notice shall be delivered to the Resident or an adult member of Resident's household and sent pre-paid first-class mail properly addressed to Resident.
- (C) If the Resident is visually impaired, all notices must be in a format understandable by Resident.
- (D) Except as provided to the contrary herein, notices to the Resident shall be in writing and either delivered to Resident or an adult member of Resident's household, or sent by prepaid first class mail properly addressed to Resident. Resident shall be permitted to specify in writing any other address, if different from the address of Resident's dwelling, to which notice should be sent. If not otherwise specified, notice sent to the Resident's present dwelling shall be sufficient. The non-return of a first class mailing shall be considered as receipt by the Resident, in accordance with Virginia Law. Resident agrees that in the absence of a forwarding address being submitted to the Landlord in writing, Resident's address indicated above shall serve as Resident's last known address for purposes of the laws of this state or Federal law.

RESIDENT AGREES TO GIVE LANDLORD 30 CALENDAR DAYS ADVANCE WRITTEN NOTICE OF HIS/HER INTENT TO VACATE THE APARTMENT/UNIT.

XII. TERMINATION OF TENANCY AND EVICTION:

- (A) Landlord shall not terminate or refuse to renew this lease other than for serious or repeated violations of material terms of this lease such as failure to make payments due under this lease or to fulfill obligations of Resident set forth in this lease or for other good cause.
- (B) The Landlord shall give written notice of lease termination/demand for possession of:
 - (1) 10 calendar days in the case of failure to pay rent ("Late Notice") (Virginia Residential Tenant Landlord Act requires a 5 day notice). If rent is not paid 14 calendar days after the issuance of the Late Notice, an Unlawful Detainer warrant will be issued through the judicial system;
 - (2) A reasonable time considering the seriousness of the situation when the health or safety of other Residents or Landlord's employees is threatened; and
 - (3) 30 calendar days in any other case.

- (C) The notice of lease termination/demand for possession shall state specific grounds for termination, and shall inform the Resident of the Resident's right to make such reply as the Resident may wish. These notices may be combined into one document. When the Landlord is required to afford the Resident the opportunity for a grievance hearing, the notice shall also inform the Resident of the Resident's right to request a hearing in accordance with the Landlord's grievance procedure. The Landlord shall provide the Resident a reasonable opportunity to examine, at the Resident's written request, before a grievance hearing or judicial proceeding concerning a termination of tenancy or eviction, any documents, including records and regulations, which are in the possession of the Landlord, and which are directly relevant to the termination of tenancy or eviction. The Resident shall be provided a copy of any such document at the Resident's expense.
- (D) Any federal and state required notices shall run concurrently.
- (E) When the Landlord is required to afford the Resident the opportunity for a hearing under the Landlord's grievance procedure for a grievance concerning the lease termination, the tenancy shall not terminate (even if any notice period provided for in Section XII has expired) until the time for the Resident to request a grievance hearing has expired, and (if a hearing was timely requested by the Resident) the grievance process has been completed.
- (F) When the Landlord is not required to afford the Resident the opportunity for a hearing under the Landlord's grievance procedure, the notice of lease termination/demand for possession under this lease shall:
 - (1) State that the Resident is not entitled to a grievance hearing on the termination.
 - (2) Specify the judicial eviction procedure to be used by the Landlord for eviction of the Resident, and state that the U.S. Department of Housing and Urban Development has determined that this eviction procedure provides the opportunity for a hearing in court that contains the basic elements of due process as defined in U.S. Department of Housing and Urban Development regulations.
 - (3) State whether the eviction is for any activity that may threaten the health, safety, or right to peaceful enjoyment of the premises by other Residents, employees of the Landlord, or any other person lawfully on the Landlord's premises, or any criminal activity or drug-related criminal activity on or off such premises.

XIII. EVICTION ONLY BY COURT ACTION:

The Landlord may evict the Resident from the unit only by complying with State of Virginia statutory eviction requirements.

XIV. EVICTION FOR CRIMINAL ACTIVITY:

(A) ***Landlord discretion to consider circumstances.***

In deciding to evict for criminal activity, the Landlord shall have discretion to consider all the circumstances, including the seriousness of the offense, the extent of participation by family members, and the effects that the eviction would have on family members not involved in the criminal activity. In appropriate cases, the Landlord may permit continued occupancy by remaining family members and may impose a condition that family members who engaged in the criminal activity will not reside or be present on the premises without permission of the Landlord. A Landlord may require a family member who has engaged in the illegal use of drugs to present evidence of successful completion of a treatment program as a condition to being allowed to reside on the premises;

(B) ***Notice to Post Office.***

When Landlord evicts an individual or family from the premises for engaging in criminal activity, including drug-related criminal activity, the Landlord shall notify the local post office serving the premises that such individual or family is no longer residing on the premises.

XV. ACCOMMODATION OF PERSONS WITH DISABILITIES:

- (A) A person with disabilities shall be provided reasonable accommodation to the extent necessary to provide the person with disabilities an opportunity to use and occupy the dwelling unit equal to a non-disabled person.

- (B) The Landlord shall provide a notice to each Resident that the Resident may, at any time during the tenancy, request reasonable accommodation of a disability of a household member, including reasonable accommodation so that the Resident can meet lease requirements or other requirements of tenancy.

XVI. LEASE CHANGES:

Changes to this lease must be made by written addenda to this lease executed by both parties except for changes provided for in Section VII(H) of this lease.

XVII. FAILURE TO PERFORM:

Resident agrees that failure of the Landlord to insist upon strict performance of terms, covenants, agreements and conditions contained in this Lease, shall not constitute or be construed as a waiver or relinquishment of the Landlord's rights thereafter to enforce any such terms, covenant, agreement or condition and the same shall continue in full force and effect.

XVIII. SEVERABILITY:

If any provision of this lease is declared illegal or void in judicial proceedings, the remaining provisions herein shall remain in full force and effect.

XIX. SOLICITATION, TRESPASSING AND EXCLUSION OF NON-RESIDENTS

The Landlord is committed to providing a decent, safe and sanitary environment throughout the Landlord's property. The Resident hereby delegates to the Landlord, or agrees to the Landlord's reservation of the following rights to aid in providing a decent, safe and sanitary environment throughout the Landlord's property:

- (A) Resident delegates to the Landlord the right, to be exercised by its employees and authorized agents, to regulate solicitation and prohibit trespassing on Landlord property by non-Residents of the Landlord, unless the express written permission of the Landlord is properly obtained in advance and in accordance with any applicable policies and/or procedures of the Landlord. The Landlord shall exercise this right to the extent allowable by all applicable laws and/or regulations.
- (B) The Landlord reserves the right, to be exercised by its employees and authorized agents, to exclude non-Residents, including but not limited to, guests (as defined herein) who, (i) conduct themselves in a manner to disturb the Residents' peaceful enjoyment of their accommodations, community facilities or other areas of Landlord property; (ii) engage in illegal or other activity which would impair the physical and social environment on Landlord premises; (iii) engage in any activity that may threaten the health, safety or peaceful enjoyment of Landlord premises by Residents of the Landlord, employees of the Landlord or persons lawfully on the premises; (iv) engage in criminal activity or drug-related criminal activity (as defined herein), on or off Landlord premises; (v) engage in destroying, defacing, damaging or removing Landlord equipment, vehicles and/or any part of the dwellings, buildings, facilities, or other areas of Landlord premises; (vi) engage in the illegal use or illegal possession of firearms and/or other offensive weapons anywhere on Landlord premises; and/or (vii) intentionally violate necessary rules, regulations, policies and/or procedures set forth by the Landlord for the benefit and well being of Landlord, Residents, employees and premises, in effect at the time this Agreement is entered into and hereafter promulgated by the Landlord, of which such non-Residents have been made aware. Landlord shall exercise this right to the extent allowable by all applicable laws and/or regulations.

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

IF THE PROPERTY IS NOT REMOVED WITHIN THIRTY (30) DAYS OF NOTICE, THE LANDLORD MAY DISPOSE OF THE PROPERTY AS STATED IN SECTION IX OF THIS LEASE.

XX. AVAILABILITY OF GRIEVANCE PROCEDURE:

All grievances concerning the obligations of the Resident or the Landlord under this lease shall (except as provided in Section XII(F) of this lease) be resolved in accordance with the Landlord's grievance procedure.

XXI . PRE-OCCUPANCY AND MOVE-OUT INSPECTIONS:

The Landlord and the Resident or a representative of the Resident shall inspect the premises prior to commencement of occupancy by the Resident. The Landlord will furnish the Resident with a written statement of the condition of the premises, and the equipment provided with the premises. The statement shall be signed by the Landlord and the Resident, and a copy of the statement shall be retained by the Landlord in the Resident's files. The Landlord shall inspect the premises when the Resident vacates the premises and furnish the Resident with a statement of any charges to be made in accordance with Section IV(J) of this lease. Resident shall be provided an opportunity to participate in the termination inspection unless the Resident has vacated the premises without notice to the Landlord.

THE LANDLORD SHALL NOT BE RESPONSIBLE TO RESIDENT FOR CONDITIONS CREATED OR CAUSED BY THE NEGLIGENT OR WRONGFUL ACTS OR OMISSIONS BY RESIDENT, MEMBERS OF RESIDENT’S HOUSEHOLD, GUESTS/VISITORS, AND/OR OTHER PERSONS UNDER THE RESIDENT’S CONTROL, AS DEFINED HEREIN.

ANY DRUG RELATED OR CRIMINAL ACTIVITY SHALL BE CONSIDERED TO BE A SERIOUS VIOLATION OF THE MATERIAL TERMS OF THIS LEASE. A CRIMINAL CONVICTION OR ARREST IS NOT NECESSARY FOR THIS LEASE TO BE TERMINATED AND FOR EVICTION ACTIONS TO BEGIN. CRIMINAL ACTIVITY OR DRUG RELATED CRIMINAL ACTIVITY IS CAUSE FOR EVICTION WITHOUT AN ARREST OR CONVICTION.

RESIDENT

DATE

RESIDENT

DATE

BRHA REPRESENTATIVE

DATE

WITNESS

DATE