

LEASE

This Lease Agreement (the "Lease") is made this _____ day of _____, between **COMMERCE VILLAGE, LLC**, a Virginia limited liability company, "Landlord," and "Tenant".

1. Agreement to Lease and Description of Property. Landlord leases to Tenant and Tenant leases from Landlord the real estate briefly described as Elon Rhodes Lane, Apt., Harrisonburg, Virginia 22801. The Leased Premises includes the following appliances and equipment:

2. Tenant's Household Members. Tenant agrees the following are the only members of his/her household who will reside at the Leased Premises (including a Public Housing Agency ("PHA") live-in aide):

Name	Relationship
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Tenant must promptly inform Landlord of the birth, adoption, or court-awarded custody of a child; and must request Landlord approval to add any other family member as an occupant of the unit. No persons other than those named above may occupy the Leased Premises on a regular basis, in accordance with Paragraph 10. No sublease or assignments are permitted.

3. Lease Term. The initial term of this Lease shall be one (1) year, commencing on and ending on Thereafter, this Lease automatically shall be renewed on a month-to-month basis. Tenant may terminate this Lease at the end of the Initial Term or any time thereafter by notifying Landlord (with a copy to the PHA) in writing at least thirty (30) days prior to the termination date, or as provided in Paragraph 19. If the Tenant wishes to move from the Leased Premises with continued assistance, as set forth in this paragraph 3, the Tenant must contact the PHA to request comparable tenant-based rental assistance before providing notice to PHA to terminate this Lease. Landlord may terminate only as provided in paragraphs 18 through 20 of this Lease. However, Landlord may not renew this Lease if Tenant has violated any federal, state, or local requirement for residency, including but not limited to, performance of community service, participation in any economic self-sufficiency program, or other supportive services requirement without good cause.

4. Rent. The total rent for the initial term is .00 per month ("Contract Rent"). The Landlord may provide to Tenant a utility allowance in the amount of \$0.00 per month ("Utility Allowance"), as set forth in paragraph 8 in this Lease. Of the Contract Rent, Tenant shall pay .00 per month ("Tenant Rent") (the Contract Rent minus the Utility Allowance). The Tenant Rent shall be due in advance on the first (1st) day of each month, except that rent for partial months shall be prorated, and shall be paid at Commerce Village Office. Tenant understands that the Tenant Rent is less than the market (unsubsidized) rent due on this unit. Tenant understands that the United States Department of Housing and Urban Development ("HUD")

will pay the difference between the Contract Rent and the Tenant Rent (the “Tenant Assistance Payment”) based on Tenant’s Eligibility Certification attached hereto as Exhibit A and made a part hereof. Additional charges to Tenant provided for in this Lease shall not affect the amount of Tenant Rent.

5. Changes in the Tenant’s Share of Rent. Tenant understands that the amount of Tenant Rent or the Tenant Assistance Payment or the Utility Allowance are subject to change by reason of the following changes, including, but not limited to, changes in the Tenant’s family income, family composition, or extent of exceptional medical or other unusual expenses, in accordance with HUD-established schedules and criteria; or by reason of adjustment by HUD of any applicable utility allowance; or by reasons of changes in program rules which may be changed during the term of this Lease if:

A. HUD or Landlord determines, in accordance with HUD procedures, that an increase in rent is needed;

B. HUD or Landlord changes any Utility Allowance or allowance for other services considered in computing Tenant Rent;

C. the income of or number of persons in Tenant’s household changes or any other factors considered in calculating the Tenant Rent change and HUD procedures require that the Tenant Rent or the Tenant Assistance Payment be adjusted to reflect the change;

D. changes in the Tenant Rent or Tenant Assistance Payment are required by HUD’s recertification or subsidy termination procedures;

E. HUD’s procedures for computing the Tenant Assistance Payment or Tenant Rent change; or

F. Tenant fails to provide information on his/her income, family composition or other factors as required by Landlord.

Landlord agrees to implement changes in Tenant Rent only in accordance with the time frames and administrative procedures set forth in HUD’s handbooks, instructions, and regulations. Landlord shall give Tenant at least a sixty (60) day advanced written notice of any change in the Tenant Rent, except as otherwise provided in this Lease. The notice will state the new amount of Tenant Rent, the effective date of the new amount, and the reasons for the change. The notice also will advise Tenant that he/she may meet with Landlord to discuss the rent change as provided in paragraph 23 below. Any such change will be effective as of the date stated in a notification to Tenant.

6. Charges for Late Payments and Returned Checks. If Tenant Rent is not paid in full by the end of the fifth (5th) day of each month (not postmarked by then), Tenant shall owe a late charge of seventy-five dollars (\$35), effective on the sixth (6th) day of each month. This Lease may not be terminated for failure to pay late charges, but may be terminated for failure to pay Tenant Rent, as provided in paragraph 18 below.

Tenant also shall pay a returned check fee upon the second or additional time a check is returned for insufficient funds or otherwise dishonored. The returned check charge shall not exceed any charges paid by Landlord as a result of the returned or dishonored check. This charge will be in addition to any late fee that may be due. Landlord shall also be entitled to any

statutory damages or fees awarded by a court if the returned check is not satisfied. If any of Tenant's checks are returned to Landlord for insufficient funds or dishonored, Landlord shall thereafter at any time have the option of requiring that all subsequent rent payments be made in cash, by cashier's check, certified check, or money order. The charges for late payments and returned checks as provided for in this paragraph 6 are in addition to the Tenant Rent.

Charges assessed herein shall be due and collectible two (2) weeks after Landlord gives written notice to Tenant, which notice shall constitute notice of adverse action.

7. Security Deposit. Upon execution of this Lease, Tenant has deposited with Landlord the greater of (*check one*):

X \$0.00 (one month's Tenant Rent, as set forth in Exhibit C, if applicable) as a security deposit. The security deposit shall be held by Landlord to secure Tenant's full compliance with the terms of this Lease.

After the Tenant has moved from the Leased Premises, the Landlord will inspect the Leased Premises and complete a Move-In/Move-Out Inspection Report ("Report"), a copy of which is attached hereto and made a part of this Lease as Exhibit B. The Landlord will permit the Tenant to participate in the inspection of the Leased Premises if the Tenant so requests.

Within 45 days after the expiration or termination of this Lease, Landlord may apply the security deposit to offset any damages Landlord has sustained due to Tenant's failure to (a) properly maintain the Leased Premises; (b) surrender possession of the Leased Premises thoroughly cleaned and in good condition (reasonable wear and tear excepted, but grease accumulation and unreasonable marks, holes, nicks, or other injury to walls, ceiling, floors, or appliances will not be considered reasonable wear and tear, unless any such damages were listed on the Report (Exhibit B) for this Lease.), and otherwise in compliance with reasonable conditions as may be set forth in the Resident's Handbook as amended from time to time; (c) return the key or keys for the Leased Premises; or (d) fully comply with any and all other terms or provisions of this Lease. Any remaining balance shall be applied to unpaid rent, including default rent. Tenant understands that the Landlord will not count the security deposit towards the last month's Tenant Rent or towards repair charges owed by Tenant (if any), in accordance with paragraph 13 below. Landlord shall provide Tenant with an itemized written accounting or list, showing all such deductions and the reasons for such deductions to the security deposit within the 45 day period. Tenant must provide Landlord with a forwarding address in writing. In the event that the damages to the Leased Premises exceed the amount of the security deposit and/or require the services of a third party contractor, Landlord shall give written notice to Tenant advising him of that fact within the 45 day period. If notice is given as prescribed in this paragraph, Landlord shall have an additional 15 day period to provide an itemization of the damages and the cost of repair. This section shall not preclude Landlord or Tenant from recovering other damages to which either may be entitled under this Lease or applicable law. Except as provided herein, within 45 days after the expiration or termination of this Lease, Landlord shall hand deliver or mail to Tenant the security deposit or its balance provided Tenant gives Landlord Tenant's new address in writing before vacating the Leased Premises. If more than one Tenant signs the Lease, all deductions from the security deposit shall be joint and several, and Landlord is not liable for any understanding which may exist between Tenants as to the portion of the security deposit. Disposition of the security deposit, if any, shall be made with

one check being payable to all Tenants, as Landlord shall not be required to allocate or apportion the security deposit among individual Tenants, and sent to the forwarding address provided by any one of the Tenants. If Tenant fails to give notice of a forwarding address, Landlord shall send the security deposit statement to the last known address of Tenant, but will retain (for as long as required by Virginia Code § 55-248.15:1) the security deposit refund, if any, until Tenant notifies Landlord of the appropriate address to mail the refund. If Tenant fails to provide a forwarding address within the time frame set forth in Virginia Code § 55-248.15:1, Landlord shall disburse the security deposit in accordance with that statute. If Tenant disagrees with Landlord concerning any amounts deducted from the security deposit, Tenant may request a meeting with Landlord, in which case Landlord shall meet with Tenant to discuss the disputed charges.

If Landlord in any way transfers title or its interest in the Leased Premises to a third party, Landlord may transfer the security deposit to the transferee and is released from all liability for the return of the security deposit to Tenant. If such transfer occurs, Tenant agrees to contact the transferee solely for the return of the security deposit and to release Landlord from all obligations and liability thereto.

Landlord may use the pet deposit only to pay reasonable expenses directly attributable to the presence of the pet in the Leased Premises and Grounds, including (but not limited to) the cost of repairs and replacements to, and fumigation of, the Leased Premises. Landlord shall refund the unused portion of the pet deposit to Tenant within a reasonable time after Tenant moves from the Leased Premises (as long as Tenant has provided forwarding address) or no longer owns or keeps a pet in the Leased Premises.

8. Utilities. Landlord shall provide routine maintenance, and all other services and utilities, including, but not limited to water and sewer, trash pickup, electricity, shall be provided by Commerce Village. .

9. Quiet Enjoyment. Landlord covenants that if Tenant timely pays the rent and performs the covenants that are contained in this Lease, Tenant shall have quiet and peaceful possession of the Leased Premises for the agreed term.

10. Use of Premises.

A. The Leased Premises shall be used and occupied exclusively by Tenant and the members of Tenant's household identified in paragraph 2 above as a private single-family dwelling.

B. No part of the Leased Premises shall be used at any time for the purpose of carrying on any sort of business or trade, or professional trade of any kind or for any purpose other than as a private, single-family residence.

C. Tenant shall not assign this Lease or grant any concession or license to use or sublet the Leased Premises or any portion of the Leased Premises.

D. Tenant shall not provide accommodations for boarders or lodgers. Guests of Tenant may stay on the Leased Premises for no more than one (1) cumulative week per lease year. Longer visits may be permitted by Landlord for good cause in the Landlord's sole discretion, if Tenant notifies Landlord in writing, explaining the reason for the

extended visit. Occupancy by an unauthorized person for more than seven (7) consecutive days in any calendar year without prior written consent from Landlord shall constitute occupation of the Leased Premises on a regular basis and therefore will constitute a material violation of the Lease.

E. Tenant shall comply with all sanitary laws, ordinances, rules and orders of appropriate authorities affecting the cleanliness, occupancy and preservation of the Leased Premises, all restrictive covenants affecting the Leased Premises, and City of Harrisonburg ordinances regarding nuisance, as amended from time to time. Tenant shall reimburse Landlord for any fines or penalties Landlord incurs as a result of the actions of Tenant, members of Tenant's household, Tenant's guests or other persons under Tenant's control (including any nuisance fees imposed on Landlord under § 15-3-2 of the Harrisonburg City Code, as amended from time to time). Charges assessed herein shall be due and collectible fourteen (14) days after Landlord gives written notice to Tenant, which notice shall constitute notice of adverse action.

F. Tenant is permitted to own and keep common household pets in the Leased Premises in accordance with the Pet Rules. However, no animals or pets shall be kept anywhere on the Leased Premises without the prior written permission from Landlord. Permitted pets shall be kept only in accordance with the Pet Rules attached hereto and made a part of this Lease as Exhibit C (if applicable). Neither this paragraph 10F nor the Pet Rules shall apply to animals kept to assist, support, or provide service to persons with disabilities or needed as a reasonable accommodation to the Tenants (or Tenant's household members, as set forth in paragraph 2 of this Lease). The Landlord shall also allow service animals to accompany visitors with disabilities who need such animals as an accommodation to their disabilities. Assistance animals must be qualified as such by Landlord according to HUD regulations. Tenant may, at any time, request that this Lease be amended to permit a pet and/or a copy of the Pet Rules. Violation of the Pet Rules shall be grounds for removal of the pet and/or termination of this Lease in accordance with federal, state, and local law and the terms and conditions of this Lease. If applicable, Tenant has read and agrees to abide by the terms of Landlord's Pet Rules set forth in Exhibit C attached to this Lease.

G. Tenant shall obey the Landlord's rules and regulations as published in the Resident's Handbook. Tenant's acknowledgement of receipt of the Resident's Handbook is attached to and made a part of this Lease as Exhibit D. Tenant understands and acknowledges that any violation of the rules and regulations by Tenant, any member of Tenant's household, a guest or other person under Tenant's control, be considered material noncompliance or a breach of the Lease for which Landlord shall be entitled to appropriate relief under Virginia law and the terms of this Lease. Tenant shall obey additional rules established after the effective date of this Lease if:

- i. the rules are reasonably related to the safety, care, and cleanliness of the Leased Premises or Grounds (as that term is defined in paragraph 11 below) and the safety, comfort, and convenience of the residents; and

ii. Tenant receives written notice of any proposed rule change at least thirty (30) days before the rule's effective date.

H. Tenant shall not keep or have in or on the Leased Premises or the Grounds (as that term is defined in paragraph 11 below) any articles or things of a dangerous, flammable, or explosive character that might unreasonably increase the danger of fire or that might be considered hazardous or extra-hazardous by any responsible insurance company. Tenant shall not undertake, or permit his/her family or guests to undertake, any hazardous acts or do anything that will increase insurance premiums for the Leased Premises or Grounds. Any such actions shall constitute Material Non-Compliance, as defined in paragraph 18 below.

I. All personal property placed in or about the Leased Premises shall be at the sole risk of Tenant, and Landlord shall not be liable for the loss, destruction, theft, or damage to such personal property.

11. Condition of Premises. Tenant acknowledges that he/she has examined the Leased Premises, including all appliances and equipment therein, and the common areas (the "Grounds"). By signing this Lease, Tenant agrees that they are, on the date of this Lease, in good order, repair and in a safe, clean and tenable condition unless otherwise noted on the Report (Exhibit B), which Report shall be deemed correct unless Tenant objects thereto in writing within five days after receipt thereof. Tenant also acknowledges that Landlord has made no promises or alter, repair, or improve the Leased Premises, except as noted in the Report.

In the Report, Landlord shall disclose whether there is any visible evidence of mold in areas readily accessible within the interior of the dwelling unit. If the Report states that there is no visible evidence of mold in the dwelling unit, this written statement shall be deemed correct unless Tenant objects thereto in writing within five days after receiving the Report. If the Report states that there is visible evidence of mold in the dwelling unit, the tenant shall have the option to terminate the tenancy and not take possession or remain in possession of the dwelling unit. If Tenant requests to take possession, or remain in possession, of the dwelling unit, notwithstanding the presence of visible evidence of mold, Landlord shall promptly remediate the mold condition but in no event later than five business days thereafter and re-inspect the dwelling unit to confirm there is no visible evidence of mold in the dwelling unit and reflect on a new Report that there is no visible evidence of mold in the dwelling unit upon re-inspection.

Landlord will inspect the unit on a regular basis to check for needed maintenance, tenant housekeeping, and other Lease compliance issues in accordance with the Handbook guidelines and applicable law. Landlord will inspect the unit at the time Tenant vacates the unit and shall give Tenant a written statement of the charges, if any, for which Tenant is responsible, in accordance with Paragraph 7. Tenant or representative may join in the move-out inspection, unless Tenant vacates without notice to Landlord.

12. Alterations and Improvements. Tenant shall make no alterations to the Leased Premises or Grounds without the prior written consent of Landlord. Any alterations, changes, or improvements built, constructed, planted, or placed anywhere in or on the Leased Premises or Grounds by Tenant, with the exception of fixtures removable without damage to the Leased Premises and movable personal property, shall, unless otherwise provided by a written agreement between the parties, be the property of Landlord and remain on the Leased Premises

after expiration or termination of this Lease. Landlord reserves the right to alter, move, remove, or cut any improvement Tenant makes to or on the Leased Premises or Grounds including, without limitation, trimming, cutting, pruning, and removing flowers, shrubs and trees.

Tenant shall not install additional locks or gates on any door or window without Landlord's prior written consent. If Landlord permits Tenant to install new or different locks, Tenant shall provide Landlord with a key for each lock. Upon expiration or termination of this Lease, Tenant shall provide Landlord with all keys. Landlord may charge Tenant for unreturned keys, as provided for in paragraph 7 of this Lease.

Landlord shall provide reasonable accommodations to Tenant's disabilities (if any), including making changes to rules, policies, or procedures, and making and paying for structural alterations to the Leased Premises or Grounds; provided, however, that Landlord shall not provide accommodations that constitute a fundamental alteration to Landlord's program or which would pose a substantial financial and administrative hardship to Landlord. Landlord may, however, permit Tenant to make alterations to the Leased Premises to accommodate Tenant's disabilities (other than alterations required of Landlord). If alterations are approved, Landlord may require that Tenant restore the interior or exterior of the Leased Premises to its pre-Lease condition upon termination of this Lease.

13. Damage to Premises. If the Leased Premises is partially damaged by fire or other casualty or the Grounds are so damaged such that the Leased Premises is not habitable, then Landlord may either repair or rebuild, or terminate the Lease. If Landlord rebuilds or repairs, rent shall abate during the period of repair.

As set forth in paragraph 14A of this Lease, Tenant shall give Landlord prompt written notice of any defects in or damage to the Leased Premises, and any equipment, appliances or fixtures attached to the Leased Premises. In the event that further damage occurs between the time Tenant discovers a defect and the time that Tenant notifies Landlord of such defect, Tenant shall pay the cost to repair such damage, unless such damage would not have been avoided had Tenant promptly notified Landlord of the defect.

Whenever damage is caused by carelessness, misuse, or neglect on the part of the Tenant, Tenant's family members or visitors, Tenant shall pay:

A. the cost of all repairs within fourteen (14) days after receipt of an invoice or statement for the repair charges from Landlord; and

B. Contract Rent and Tenant Rent for the period the Leased Premises is damaged, whether or not the Leased Premises is habitable. Tenant understands that HUD will not make Tenant Assistance Payments for any period during which the Leased Premises is not habitable. For any such period the Leased Premises is not habitable, Tenant shall pay the Contract Rent rather than the Tenant Rent shown in paragraph 4 of this Lease and without the sixty (60) day notice otherwise required under paragraph 5 of this Lease.

14. Maintenance and Repair.

A. ***By Tenant.*** Tenant shall keep and maintain the Leased Premises in good and sanitary condition during the term of the Lease. In particular, Tenant shall:

1. keep the inside and outside of the Leased Premises in a clean and safe condition, including the immediate yard and surrounding areas;
2. use all appliances, fixtures, and equipment in a safe manner and only for the purposes for which they are intended;
3. not litter in or on the Grounds or Leased Premises;
4. not destroy, deface, damage, or remove any part of the Leased Premises or Grounds;
5. give Landlord prompt notice of any damage to, defects in, or injury resulting from the plumbing, fixtures, appliances, heating and cooling equipment, or any other part of the Leased Premises or related facilities;
6. remove garbage and other waste from the Leased Premises in a clean and safe manner and dispose of properly;
7. keep the Leased Premises remises free from insects and pests, as those terms are defined in Virginia Code § 3.2-3900, and to promptly notify Landlord of the existence of any insects or pests;
8. remove snow and/or ice from steps, as well as the sidewalk on or in the immediate vicinity of the Leased Premises;
9. remove from the premises any vehicles without valid registration and inspection stickers and refrain from parking any vehicles in unauthorized locations;
10. not place flower pots or planters on outside window sills;
11. not remove or tamper with a properly functioning smoke detector or carbon monoxide detector installed by Landlord, including removing any working batteries, so as to render a detector inoperable; and will promptly notify Landlord of any need of repair for any detector;
12. use reasonable efforts to maintain the Leased Premises in such a condition as to prevent accumulation of moisture and the growth of mold, and to promptly notify Landlord of any moisture accumulation that occurs or of any visible evidence of mold discovered by Tenant;
13. pay reasonable charges (other than wear or tear) for the repair of damages to the Leased Premises, Grounds, or Building caused by Tenant, a member of Tenant's household, or a guest;
14. act, and cause household members and/or guests to act, in a manner that will not disturb other residents' peaceful enjoyment of their units, the Grounds, Common Areas, or Building and will be conducive to maintaining the Grounds, Common Areas, or Building in a decent, safe, and sanitary condition;

15. assure that Tenant and no member of Tenant's household engages in an abuse or pattern of abuse of alcohol that effects the health, safety, or right of peaceful enjoyment of the Grounds, Common Areas, or Building by other residents;
16. assure that Tenant, any member of Tenant's household, guest, or other person under Tenant's control does not engage in:
 - A. criminal activity that threatens the health, safety, or right to peaceful enjoyment of the Building or Grounds by other residents (including property management staff residing on the premises); or
 - B. drug-related criminal activity on or off the premises.
17. comply with any and all obligations imposed upon tenants under Landlord's handbooks and rules and by applicable federal, state, and local law;
18. not assign the Lease or sublease the Leased Premises;
19. not provide accommodations for boarders or lodgers;
20. use the Leased Premises solely as a private dwelling for Tenant and Tenant's household as identified in this Lease, and not use or permit its use for any other purpose.

B. **By Landlord.** Subject to Tenant's obligations in this Lease, Landlord shall provide general maintenance to the Leased Premises and the Grounds. In particular, Landlord shall:

1. regularly clean the Grounds;
2. maintain the Grounds and related facilities in a decent, safe, and sanitary condition;
3. provide trash receptacles for Tenant (Tenant will pay for the trash receptacles as provided for in paragraph 8);
4. maintain all equipment and appliances in the Leased Premises or Grounds in a safe working order and condition, including all electrical, plumbing, and other facilities and appliances, including elevators, supplied by or required to be supplied by Landlord;
5. make necessary repairs to the Leased Premise and Grounds with reasonable promptness.
6. maintain exterior lighting in good working order;
7. provide extermination services, as necessary;
8. comply with the requirements of applicable building and housing codes and HUD regulations materially affecting health and safety;
9. provide running water and reasonable amounts of hot water and reasonable amounts of heat at appropriate times of the year, except where heat or hot water is generated by an installation within the

exclusive control of Tenant and supplied by a direct utility connection; and

10. notify Tenant of the specific grounds for any proposed adverse action by Landlord, including without limitation, proposed lease termination, transfer of Tenant to another unit, or imposition of charges for maintenance and repair.

15. Access. Landlord reserves the right to enter the Leased Premises at all reasonable times for the purpose of making inspections, performing maintenance, making repairs, decorations, alterations, or improvements or to supply necessary or agreed services to Tenant; to exhibit the Leased Premises to prospective residents or others after Tenant has given notice of termination according to paragraph 3 of this Lease; and for any other purpose whatsoever related to the safety, protection, preservation, or improvement of the Leased Premises or the Grounds, as permitted by law. Landlord shall provide a written statement specifying the purpose of the entry delivered to Tenant at least 48 hours' prior to such entry, except in the case of emergencies or where the giving of notice is impracticable or impossible. If Tenant and all adult members of the household are absent from the unit at the time of entry, Landlord shall leave in the unit a written statement specifying the date, time, and purpose of entry prior to leaving the unit.

16. Surrender of Premises. Upon expiration or termination of this Lease, Tenant shall remove all of his/her property and surrender the Leased Premises broom clean with all carpets professionally cleaned and in as good a state and condition as they were at the commencement of the Lease, reasonable use, wear and damages by the elements excepted. Tenant shall surrender to Landlord all keys (if not returned Landlord may deduct from the security deposit the cost of replacing keys or the locks as provided for in paragraph 7).

At the time Tenant vacates the Leased Premises, Landlord shall inspect the Leased Premises and furnish Tenant with a written statement of any charges to be made in accordance with Paragraph 7. Landlord shall notify Tenant when the inspection will occur and shall permit Tenant or Tenant's representative to join in such inspection. Landlord need not notify Tenant of the inspection if Tenant vacates the Leased Premises without prior notice to Landlord or if Tenant fails to leave Landlord a new address.

Any personal property left on the Leased Premises after Tenant vacates shall be treated as abandoned property under paragraph 22 of this Lease.

17. Holdover by Tenant. If Tenant remains in possession of the Leased Premises with the consent of Landlord after the expiration or termination of this Lease, a new tenancy from month to month shall be created between Tenant and Landlord. Such tenancy will be subject to all of the terms and conditions of this Lease, but shall be terminable by a thirty (30) day written notice mailed or delivered by either party to the other. Tenant Rent for the new term may also be adjusted, as provided herein.

18. Termination of Tenancy. Subject to the provisions of paragraph 19 below, Landlord may terminate this Lease for the following reasons:

- A. Tenant's Material Non-Compliance (defined below) with the terms of this Lease;

B. Tenant's material failure to fulfill its obligations under federal, state, or local law in connection with the occupancy or use of the Leased Premises, including, but not limited to the Virginia Residential Landlord and Tenant Act (Va. Code §§ 55-248.2 through 248.40) and/or violations of Harrisonburg City Code relating to noise, which shall not require an arrest or criminal conviction;

C. Drug related criminal activity, which shall not require an arrest or criminal conviction, in, on, or near the Leased Premises or Grounds by Tenant, a member of Tenant's household, a guest, or other person under Tenant's control;

D. Landlord determines that Tenant or a member of Tenant's household is illegally using a drug or drugs, which shall not require an arrest or criminal conviction;

E. Landlord determines that a pattern of illegal use of any drugs, which shall not require an arrest or criminal conviction, by Tenant, or a member of Tenant's household interferes with the health, safety, or right to peaceful enjoyment of the Grounds by other residents;

F. Criminal activity by Tenant, any member of Tenant's household, a guest or other person under Tenant's control, regardless of whether Tenant, any member of Tenant's household, a guest or other person under Tenant's control has been arrested or convicted for such activity:

1. that threatens the health, safety, or right to peaceful enjoyment of the Grounds by other residents (including, but not limited to property management staff residing on the premises); or

2. that threatens the health, safety, or right to peaceful enjoyment of their residences by persons residing in the immediate vicinity of the Grounds or Leased Premises;

G. Any violent criminal activity, which shall not require an arrest or criminal conviction, on or near the Leased Premises or Grounds by a Tenant, any member of Tenant's household, a guest or other person under Tenant's control;

H. Tenant is fleeing 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;

I. Tenant is violating a condition of probation or parole under federal or State law;

J. Landlord determines that alcohol abuse or a pattern of alcohol abuse, which shall not require an arrest or criminal conviction, by Tenant or any member of Tenant's household threatens the health, safety, or right to peaceful enjoyment of the Grounds by other residents;

K. Other "good cause", which includes, without limitation, Tenant's refusal to accept changes to this Lease as provided in paragraph 32, or a history of disturbance of neighbors or destruction of property, or the living or housekeeping habits of Tenant or a member of Tenant's household, a guest, or other person under Tenant's control, resulting in damage to the Leased Premises or Grounds, or a business or economic reason for termination; provided, however that terminations for "other good cause" shall only be

effective as of the end of the initial or any successive term of this Lease, unless Landlord is terminating the tenancy because of something the Tenant or a member of the Tenant's household did or failed to do;

L. A violation of Tenant's responsibilities under federal law, including, but not limited to the Project-Based Voucher Program, as determined by HUD or any applicable State Agency;

M. Fails without good cause to complete or comply with any requirement for eligibility for tenancy;

N. Tenant is ineligible or no longer qualified to receive HUD Section 8 housing vouchers or assistance; or

O. Tenant allows any person issued a "No Trespass Notice" by Landlord, any tribunal, or law enforcement agency to be on the property, common areas, or in his/her unit.

As used herein, the term "Material Non-Compliance" in this Lease includes, without limitation:

1. One or more substantial violations of the Lease;
2. Repeated minor violations of the Lease that (a) disrupt the livability of the Grounds; (b) adversely affect the health or safety of any person or the right of any tenant to the quiet enjoyment to the Leased Premises or Grounds or related facilities, (c) interfere with the management of the Grounds, or (d) have an adverse financial effect on the Grounds;
3. Failure of Tenant to timely supply all required information on the income, composition, or eligibility factors of Tenant's household (including, but not limited to, failure to meet the disclosure and verification requirements for Social Security Numbers or failure to sign and submit consent forms for the obtaining of wage and claim information from the State Wage Information Collection Agencies), discovery of after admission of facts that make Tenant ineligible, or discovery of material false statements or fraud by Tenant in connection with the application for assistance or with reexamination of income;
4. Non-payment of Tenant Rent or any other financial obligation due under the Lease beyond the fourteen (14) day notice or grace period requirement, provided in paragraph 20 below. The payment of Tenant Rent or any other financial obligation due under this Lease after the due date, but within the fourteen (14) day grace period constitutes a minor violation; and
5. Repeated late payment, which shall be defined as failure to pay rent or other charges due by the 5th of the month. Four (4) such late payments within a 12-month period shall constitute a repeated late payment.

If Landlord accepts Tenant Rent payments with knowledge of Tenant's Material Non-Compliance, such acceptance shall constitute a waiver of Landlord's right to terminate this Lease for such non-compliance unless Landlord accepts such rent with a reservation and sends a written notice to Tenant within five (5) days after receipt of the Tenant Rent that the acceptance of the Tenant Rent does not waive any default or other remedies that Landlord may have under

this Lease. Acceptance of Tenant Rent without reservation shall not be deemed a waiver of future Material Non-Compliance. If Landlord waives any noncompliance or breach by Tenant, such waiver shall not be interpreted as a waiver of any subsequent breach or noncompliance.

If Landlord evicts Tenant or a member of Tenant's household, Landlord shall notify the local post office serving the Leased Premises that Tenant or the member of Tenant's household is no longer residing at the Leased Premises.

19. Protections for Victims of Abuse. Notwithstanding any of the provisions in paragraph 18 above:

A. An incident or incidents of actual or threatened domestic violence, dating violence, or stalking will not be construed as serious or repeated violations of this Lease by the victim or threatened victim or other "good cause" for termination of the Tenant Assistance Payment, tenancy, occupancy rights of, or assistance to such a victim or threatened victim.

B. Criminal activity directly relating to domestic violence, dating violence, stalking, or abuse, engaged in by a member of a Tenant's household or any guest or other person under Tenant's control, shall not be cause for termination of the Tenant Assistance Payment, tenancy, or occupancy rights if Tenant or an immediate member of Tenant's family is the victim or threatened victim of domestic violence, dating violence, or stalking.

C. Notwithstanding any restrictions on admission, occupancy, or termination of occupancy or assistance, or any federal, state or local law to the contrary, Landlord may "bifurcate" this Lease, or otherwise remove a household member from the Lease, without regard to whether a household member is a signatory to the Lease, in order to evict, remove, terminate occupancy rights, 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. This action may be taken without evicting, removing, terminating assistance to, or otherwise penalizing the victim or threatened victim of the violence who is also a tenant or lawful occupant. Such eviction, removal, termination of occupancy rights, or termination of assistance shall be effected in accordance with the procedures prescribed by federal, state, and local law for the termination of leases or assistance under the housing choice voucher program.

D. Nothing in this section may be construed to limit the authority of Landlord, when notified, to honor court orders addressing rights of access or control of the Leased Premises or Grounds, including civil protection orders issued to protect the victim and issued to address the distribution or possession of property among the household members in cases where a family breaks up.

E. Nothing in this section limits any otherwise available authority of Landlord to evict or terminate assistance to Tenant for any violation of this Lease not premised on the act or acts of violence in question against Tenant or a member of Tenant's household, provided that Landlord shall not subject an individual who is or has been a victim or threatened victim of domestic violence, dating violence, or stalking to a more demanding standard than other tenants in determining whether to evict or terminate.

F. Nothing in this section shall be construed to limit the authority of Landlord to evict or terminate assistance to any tenant if Landlord can demonstrate an actual and imminent threat to other tenants of the Premises and Grounds, or those employed at or providing service to the Premises and Grounds, if Tenant is not evicted or terminated from assistance. In this context, words, gestures, actions, or other indicators will be considered an “actual imminent threat” if they meet the standards provided in 24 CFR 2005 (e).

G. If Tenant is a victim of (i) family abuse as defined by Va. Code § 16.1-228, (ii) sexual abuse as defined by § 18.2-67.10, or (iii) other criminal sexual assault under Article 7 (§ 18.2-61 et seq.) of Chapter 4 of Title 18.2, Tenant may terminate his/her obligations under this Lease under the following circumstances:

1. The victim has obtained an order of protection pursuant to Va. Code § 16.1-279.1 and has given written notice of termination in accordance with this subsection during the period of the protective order or any extension thereof; or

2. A court has entered an order convicting a perpetrator of any crime of sexual assault under Article 7 (§ 18.2-61 et seq.) of Chapter 4 of Title 18.2, sexual abuse as defined by § 18.2-67.10, or family abuse as defined by § 16.1-228 against the victim and the victim gives written notice of termination in accordance with this subsection.

If Tenant qualifies to terminate his/her obligations under this Lease pursuant to this subsection, he/she shall do so by serving on Landlord a written notice of termination to be effective on a date stated therein, such date to be not less than 30 days after the first date on which the next rental payment is due and payable after the date on which the written notice is given. When Tenant serves the termination notice on Landlord, Tenant shall also provide Landlord with a copy of (i) the order of protection issued or (ii) the conviction order.

The victim's obligations as a tenant shall continue through the effective date of the termination as provided in the written notice. Any co-tenants on the Lease with the victim shall remain responsible for the Tenant Rent for the balance of the term of the Lease. If the perpetrator is the remaining sole tenant obligated on the Lease, Landlord may terminate the Lease and collect actual damages for such termination against the perpetrator pursuant to Va. Code § 55-248.35.

Nothing in this section 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.

Tenant has read and agrees to abide by the terms of Landlord’s Protections for Victims of Abuse Policy set forth in Exhibit L attached to and made part of this Lease.

20. Notice of Termination.

A. If Landlord intends to terminate this Lease, Landlord shall give the Tenant written notice. If Landlord is terminating this Lease for “other good cause,” the termination notice must be hand delivered or mailed to Tenant at the Leased Premises, as provided in paragraph 29, or in the manner required by HUD, state, or local law, at least thirty (30) days before the effective date of the termination. All termination notices must:

1. specify the effective date of termination of this Lease;
2. state the grounds for termination with enough detail for the Tenant to prepare a defense;
3. advise Tenant that he/she has ten (10) days within which to discuss the proposed termination of tenancy with Landlord. The ten (10) day period will begin on the earlier of the date the notice is hand-delivered to the Leased Premises or the day after the date the notice is mailed. If Tenant requests the meeting, Landlord shall discuss the proposed termination with Tenant. Tenant can request the informal settlement discussion orally or in writing within the 10-day period. If Tenant requests the meeting, Landlord shall discuss the proposed termination with Tenant. If the Tenant is dissatisfied with the settlement arrived at in the informal discussion, the Tenant must submit a written request for a formal hearing to the Authority no later than ten (10) days after the summary of the informal settlement hearing is received pursuant to Landlord's Grievance Procedure. See Exhibit D. Under certain circumstances, Landlord is not required to provide a grievance to Tenant. If Landlord decides to exclude such matter from the grievance procedure, the termination notice shall state: i) Tenant is not entitled to a grievance hearing on the termination; ii) the judicial eviction procedure provides for the opportunity for a hearing in court that contains basic elements of due process; and iii) whether the eviction is for a criminal activity that threatens the health, welfare, or safety of residents or staff or for drug-related criminal activity;
4. advise Tenant of his/her right to defend the action in court;
5. advise Tenant of his/her right to examine Landlord documents directly relevant to the termination or eviction; and
6. provide on the first page, in type no smaller or less legible than that otherwise used in the body of the notice, the name, address, and telephone number of the legal services program or programs serving the City of Harrisonburg - Rockingham County area.

B. If termination is based on Tenant's failure to pay Tenant Rent (or Contract Rent if required) when due, the notice shall include the dollar amount of the Tenant Rent balance that is due on the Tenant Rent account and the date of such computation, and Landlord shall inform Tenant that the Lease will be terminated fourteen (14) days after receipt by Tenant unless Tenant pays all rent and other charges owed no later than the fourteenth (14th) day.

C. If termination is based on Material Non-Compliance with the Lease other than payment of rent, the notice shall specify Tenant's acts or omissions constituting the breach and inform Tenant that the Lease will be terminated thirty (30) days after Tenant's receipt of the notice unless the breach is remedied within twenty-one (21) days after receipt of the notice. If Tenant's breach cannot be remedied, the notice shall inform Tenant that the Lease will be terminated thirty (30) days after receipt. Additionally, if

Tenant intentionally commits a breach of a like nature as a breach for which Tenant previously received a notice and which Tenant remedied, the notice shall inform Tenant that the Lease will be terminated thirty (30) days after receipt. A conviction for a violation of Harrisonburg City Code § 16-10-6 within one year of a prior conviction for a violation of § 16-10-6 shall be deemed a breach of a like nature as a previously remedied breach.

D. If termination is based on criminal or willful acts (including, but not limited to drug and alcohol related conduct identified elsewhere in this Lease) which are not remediable and which pose a threat to anyone's health or safety, Landlord may terminate this Lease immediately. Landlord shall immediately terminate the tenancy if it determines Tenant, a member of Tenant's household, a guest, or other person under Tenant's control has been convicted of drug-related activity for manufacture or production of methamphetamine on the Leased Premises or the premises of any federally assisted housing.

E. If legal action is initiated to evict Tenant, Landlord shall rely only upon those grounds cited in the termination notice.

21. Landlord's Remedies. Upon expiration or termination of this Lease, Landlord may re-enter the Leased Premises and remove all persons. Tenant shall pay to Landlord the following amounts (as applicable):

A. All past-due Tenant Rent and any other financial charges owed;

B. The Contract Rent accruing through the end of the original term or until the Leased Premises is leased to a new tenant, provided that Landlord shall minimize such damages by making reasonable efforts to enter into a new lease as soon as practical;

C. All expenses that Landlord incurs for cleaning, painting, and repairing damages to the Leased Premises by Tenant during the term or Tenant's failure to leave the Leased Premises clean and in good condition at the end of the term, reasonable wear and tear excepted; and

D. Any and all court costs and attorneys' fees, as provided for under the Virginia Code, § 55-248.2 *et seq.*, as amended from time to time, should Landlord prevail.

22. Abandonment. If Tenant abandons the Leased Premises, Landlord may terminate the Lease effective on the date of abandonment. Landlord may enter the Leased Premises by any means without being liable for prosecution and without becoming liable for damages or payment of any amount and may, at Landlord's discretion, re-let the Leased Premises for the whole or any part of the unexpired term and receive and collect all rent payable by virtue of such re-letting and again, at Landlord's option, hold Tenant liable for any difference between the Contract Rent that would have been payable under this Lease during the balance of the unexpired term if the Lease had continued in force.

If Tenant will be absent from the Leased Premises for more than seven (7) consecutive days, Tenant shall give prior written notice of such absence to Landlord. If Tenant fails to give such notice, Landlord may recover any damages resulting from Tenant's failure to provide notice. Landlord may enter the Leased Premises during any absence of Tenant for more

than seven (7) days, whether or not Tenant provides notice of absence, as reasonably necessary to protect Landlord's possessions and property.

Tenant must remove all personal property from the unit when Tenant leaves the tenancy and/or surrenders the unit and when the Lease is terminated. If Tenant abandons the Leased Premises, Landlord may consider any personal property left on the Leased Premises to have likewise been abandoned, and, within 24 hours after termination, Landlord may dispose of such personal property in any manner it deems proper in accordance with the law, without any liability to Tenant for doing so. If Landlord sells the property, funds received shall be applied against any amounts owed to Landlord by Tenant including costs of storage and sale of the property. Any remaining funds shall be treated as a security deposit under Paragraph 7.

In the event Tenant vacates the Leased Premises with or without notice to Landlord, leaving in the unit or on the Leased Premises, personal property of any nature or description, Landlord shall not be responsible for such property, and Landlord may consider such property to be abandoned and may dispose of such property in accordance with this paragraph.

23. Grievance Procedures. All disputes concerning the obligations of Tenant and/or Landlord shall be resolved in accordance with the Grievance Procedures attached hereto and incorporated herein (See Exhibit J), except situations concerning any criminal activity that threatens the health, safety, or right to peaceful enjoyment of the premises of other residents or employees; any violent or drug-related criminal activity on or off the premises; or any criminal activity that resulted in felony conviction of a household member, when, prior to eviction, Tenant is given a hearing in Court containing the elements of due process.

24. Redetermination of Rent, Dwelling Size and Eligibility.

A. ***Annual Redetermination.*** Once per year, or as otherwise required by Landlord, Tenant shall furnish a signed statement and certification containing accurate information regarding family composition, income, employment, and any other information required by HUD or other State Agency for use by Landlord to determine Tenant Rent, dwelling size and Tenant Assistance Payment, if any. The redetermination of rent and proper dwelling size will be made in accordance with Landlord's policies and schedules governing occupancy standards, income limits and determination of rents, all of which are maintained by the Landlord and available for examination by Tenant during Landlord's normal business hours.

If Tenant fails or refuses to report the information specified above within the time period required by Landlord or knowingly provides incomplete or inaccurate information, Landlord may impose the following penalties:

1. Landlord may require Tenant to pay the full HUD-approved Contract Rent; or
2. Landlord may impose any increase in Tenant Rent resulting from the redetermination process without providing the sixty (60) day notice otherwise required by paragraph 5 of this Lease; or
3. Landlord may terminate this Lease under paragraph 18, for a Material Non-Compliance.

When the Landlord redetermines the amount of rent payable by Tenant, or determines that Tenant must transfer to another unit based on family composition, Landlord will notify Tenant that Tenant has the right to request an explanation stating the specific grounds of the determination. If Tenant requests a meeting with Landlord to discuss a change in Tenant Rent or the Tenant Assistance Payment resulting from the redetermination process, Landlord shall meet with Tenant and discuss how Tenant Rent and the Tenant Assistance Payment were calculated. If Tenant does not agree with the determination after explanation, Tenant shall have the right to request a hearing under the Grievance Procedure. See Exhibit J.

Monthly Tenant Rent as adjusted in accordance with this paragraph 23A, shall remain in effect until the next regular redetermination, except as provided in paragraph 23B below.

B. *Interim Redetermination.*

1. Tenant shall notify Landlord within seven (7) days of any of the following changes:

- a. any household member, as set forth in paragraph 2 of this Lease, moves from the Leased Premises;
- b. an adult member of the household previously reported as unemployed on the most recent certification or recertification obtains employment;
- c. the cumulative household income increases by \$200 or more per month; or
- d. provide to Landlord any letter or other notice by HUD which was sent or delivered to Tenant or a member of Tenant's household that provides information concerning the amount or verification of Tenant's household income, in accordance with HUD requirements.

2. Tenant may report any decrease in income or any change in other factors considered in calculating the Tenant Rent. Unless Landlord has confirmation that the decrease in income or change in other factors will last less than one (1) month, Landlord shall verify the information and make the appropriate reduction in Tenant Rent. However, if Tenant's income will be partially or fully restored within two (2) months, Landlord may delay the certification process until the new income is known, but any Tenant Rent reduction shall be retroactive and Landlord may not evict Tenant for nonpayment of Tenant Rent due during the period of the reported decrease and the completion of the certification process. Tenant has thirty (30) days after receiving written notice of any rent due for this time period to pay the Tenant Rent or Landlord may evict Tenant for non-payment of Tenant Rent.

3. Except as provided below, Landlord shall provide Tenant a thirty (30) day written notice of any increase in Tenant Rent based on interim changes. The increase in Tenant Rent shall be effective on the first (1st) day of the first (1st) month following the thirty (30) day notice period. Decreases in Tenant Rent based on interim changes shall be effective on the first (1st) day of the first (1st) month after Tenant notifies Landlord of the change leading to the decrease.

4. If Tenant fails or refuses to timely report any interim change required above, Landlord may increase the Tenant Rent to the HUD-approved Contract Rent.

5. Tenant may request a meeting with Landlord to discuss any change in Tenant Rent or the Tenant Assistance Payment resulting from the interim redetermination process, in which case Landlord shall meet with Tenant and discuss how Tenant Rent and the Tenant Assistance Payment were calculated.

C. **Removal of Subsidy.** Tenant understands and acknowledges that the Tenant Assistance Payment may be terminated if:

1. Tenant fails or refuses to provide Landlord with the information or reports required in paragraphs 23A or 23B of this Lease within ten (10) calendar days after receipt of Landlord's notice of intent to terminate the Tenant Assistance Payment (see below); or

2. The amount Tenant would be required to pay toward rent and utilities under HUD rules and regulations equals the Family Gross Rent shown on Exhibit A.

Termination of the Tenant Assistance Payment means that Landlord may make the assistance available to another tenant and the Tenant Rent in this Lease will be recomputed. If the Tenant Assistance Payment is terminated under paragraph 23C1 above, Tenant shall pay the HUD-approved Contract Rent for the Leased Premises.

Landlord shall give Tenant written notice of the proposed termination of the Tenant Assistance Payment. The notice will advise Tenant that, during the ten (10) calendar days following the date of the notice, Tenant may request to meet with Landlord to discuss the proposed termination, in which case, Landlord shall meet with Tenant.

Termination of the Tenant Assistance Payment shall not affect Tenant's other rights under this Lease, including Tenant's right to occupy the Leased Premises. Tenant Assistance Payments may subsequently be reinstated if Tenant submits the information required by paragraphs 23A or 23B of this Lease, Landlord determines Tenant is eligible for a Tenant Assistance Payment, and funds for a Tenant Assistance Payment are available.

25. Tenant Obligation to Repay. If Tenant submits false information on any application, certification or request for interim adjustment or does not report interim changes as required by paragraph 23 of this Lease, and as a result, is charged a Tenant Rent less than the amount required by HUD's rent formulas, Tenant shall reimburse Landlord for the difference between the Tenant Rent that Tenant should have paid and the amount that Tenant actually paid. Tenant is not required to reimburse Landlord for undercharges caused solely by Landlord's failure to follow HUD's procedures for computing rent or assistance payments.

26. Size of Dwelling. Tenant understands and acknowledges that HUD requires Landlord to assign units according to the unit size, relationship of the family members, age and sex of the family members, and family preference. If Tenant is or becomes eligible for a different size unit and the required size unit becomes available, Tenant shall:

a. move within thirty (30) days after Landlord notifies Tenant that a unit of the required size is available on or within the Grounds or other projects owned by Landlord; or

b. remain in the Leased Premises and pay the HUD-approved Contract Rent.

27. Penalties for Submitting False Information. Knowingly giving Landlord false information regarding income or other factors considered in determining Tenant's eligibility and Tenant Rent could subject Tenant to penalties under federal law. Those penalties include fines up to \$10,000 and imprisonment for up to five (5) years.

28. Exhibits to the Lease. Tenant certifies that he/she has received a copy of this Lease and the following Exhibits to this Lease and understands that these Exhibits are part of this Lease:

<u>Exhibit A</u>	Certification and Recertification of Tenant Eligibility
<u>Exhibit B</u>	Move-In/Move-Out Inspection Report, signed by both Landlord and Tenant
<input type="checkbox"/> <u>Exhibit C</u>	Pet Rules (if applicable and if checked)
<input type="checkbox"/> <u>Exhibit D</u>	Acknowledgement of receipt of Resident's Handbook
<input type="checkbox"/> <u>Exhibit E</u>	Live-In Addenda (if applicable and if checked)
<u>Exhibit F</u>	HUD 50059 form, signed by both Landlord and Tenant
<u>Exhibit G</u>	Low-Income Lease Rider
<u>Exhibit H</u>	Acknowledgement of receipt of FSS Program Handbook
<u>Exhibit I</u>	Receipt and Acknowledgement of receipt of Grievance Procedure
<u>Exhibit J</u>	Bed Bug Policy
<u>Exhibit K</u>	No Smoking Policy
<u>Exhibit L</u>	Protection for Victims of Abuse Policy
<u>Exhibit M</u>	Portability Policy
<u>Exhibit N</u>	VDHCD HOME Unit Lease Addendum
<u>Exhibit O</u>	VHDA Provisions

29. Notices. Landlord shall notify Tenant of the specific grounds for any proposed adverse action, including, but not limited to, lease termination, transfer of Tenant to another unit, imposition of charges for maintenance and repair, or for excess consumption of utilities. All notices, requests or other communications required to be given or made under this Lease shall be as follows:

Notices to Tenant shall be in writing and delivered to Tenant or to an adult member of Tenant's household residing on the Leased Premises or sent by prepaid first-class mail properly addressed to Tenant at the address identified in paragraph 1 of this Lease.

Notices to Landlord shall be in writing, delivered to Landlord's central office at: *Harrisonburg Redevelopment and Housing Authority, 286 Kelley Street, Harrisonburg, Virginia 22802*, or sent by prepaid first-class mail properly addressed to:

Harrisonburg Redevelopment and Housing Authority
P.O. Box 1071
Harrisonburg, Virginia 22803

For emergency maintenance issues after regular hours, please call 432-3921.

30. Discrimination Prohibited. Landlord shall not discriminate based upon race, color, religion, creed, national origin, sex, gender, age, familial status, or disability.

31. Smoke-Free Complex. Tenant agrees and acknowledges that the premises to be occupied by Tenant and members of Tenant's household have been designated as a smoke-free living. Tenant and members of Tenant's household shall not smoke anywhere in the unit rented by Tenant. Tenant shall not permit any guests or visitors under control of Tenant to do so. Tenant has read and agrees to abide by the terms of Landlord's No Smoking Policy set forth in Exhibit K attached to and made part of this Lease.

32. Contents of this Agreement. This Lease and Exhibits hereto make up the entire agreement between Landlord and Tenant regarding the Leased Premises. If any provision is declared invalid or illegal by a court of competent jurisdiction, all other terms of this Lease will remain in full force and effect and Landlord and the Tenant will continue to be bound by them.

Landlord may, with the prior approval of Harrisonburg Redevelopment and Housing Authority, change the terms and conditions of this Lease. Any changes will become effective only at the end of the initial term or a successive term. Landlord shall notify Tenant of any changes and offer Tenant a new Lease or an amendment to this Lease. Tenant must receive the notice and offer at least sixty (60) days before the proposed effective date of the change(s). Tenant may accept the changed terms and conditions by signing the new Lease or an amendment to this Lease and returning it to Landlord. Tenant may reject the changed terms and conditions by giving Landlord written notice that he/she intends to terminate the tenancy. Tenant must give such notice at least thirty (30) days before the proposed change will go into effect. Tenant's failure to accept an amendment to this Lease may constitute Material Non-Compliance under paragraph 18 of this Lease.

33. Binding Effect. The provisions of this Lease shall apply to and bind the heirs, legal representatives, successors and assigns of the parties, and all covenants are to be construed as conditions of this Lease.

34. Non-Waiver. Except as provided in paragraph 18 of this Lease, neither Landlord's nor Tenant's failure to insist upon strict performance of any covenant of this Lease shall be deemed a waiver or relinquishment for the future of such covenant, right or option, but the same shall remain in full force and effect.

35. Liability. Landlord shall have no obligation to ensure Tenant's personal safety or property. Neither Landlord nor its agents, representative, employees, officers, directors, or affiliates will be liable to Tenant, his/her household members, guests, or anyone under Tenant's control for any injury, damage, or loss to person or property caused by any conduct, criminal or otherwise, of another person, nor for Tenant's personal conflict with other tenants or Landlord. Landlord shall have no liability to Tenant, his/her household members, guests, or anyone under Tenant's control for personal injury or damage or loss of personal property from, among other things, burglary, theft, vandalism, fire, smoke, rain, flood, water leaks, hail, ice, snow, lightning, wind, explosion, or surges or interruption of utilities. Tenant is urged to obtain insurance to protect against all such losses.

36. Automatic Termination. The Lease will terminate automatically, if the Section 8 Housing Assistance Contract between Landlord and HUD terminates for any reason.

37. Tenant's Rights to Organize. Landlord agrees to allow Tenant and tenant organizers to conduct on the Grounds or Leased Premises the activities related to the establishment or operation of a tenant organization set out in accordance with HUD requirements, so long as the Tenant and tenant organizers abide by any and all terms and provisions of this Lease.

TENANT AGREES THAT ALL OF THE PROVISIONS, EXHIBITS, AND ADDENDA OF THIS LEASE HAVE BEEN READ AND ARE UNDERSTOOD AND FURTHER AGREES TO BE BOUND BY ITS PROVISIONS AND CONDITIONS AS WRITTEN.

WITNESS the following signatures and seals.

Commerce Village, LLC, a Virginia limited liability company

By: _____

Its: Property Manager

“LANDLORD”

_____ (SEAL)

_____ (SEAL)

Print Name

Print Name

“TENANT”

EXHIBIT A

Certification and Recertification of Tenant Eligibility

EXHIBIT B

Move-In/Move-Out Inspection Report

(signed by both Tenant and Landlord)

EXHIBIT C

Pet Rules

(if applicable)

EXHIBIT D

Acknowledgement of Receipt of Resident's Handbook

The undersigned, "Tenant," acknowledge(s) that I/we have received a copy of the Resident's Handbook. I/we further acknowledge the Resident's Handbook is part of my/our Lease with **Commerce Village, LLC**, a Virginia limited liability company. **Commerce Village, LLC**, reserves the right to amend the Resident's Handbook at any time with or without notice, as applicable, unless otherwise provided by law.

_____ (SEAL)

Print Name

_____ (SEAL)

Print Name

Tenant(s)

Commerce Village, LLC, a Virginia limited liability company

By: _____

Landlord

EXHIBIT E

Live-In Aide Addendum

(if applicable)

EXHIBIT F

HUD 50059 form

(signed by both Landlord and Tenant)

EXHIBIT G

LOW-INCOME LEASE RIDER

THIS RIDER, AN INCOME CERTIFICATION, AND AN EMPLOYER VERIFICATION MUST BE OBTAINED FROM ALL TENANTS OF APARTMENTS FOR WHICH LOW-INCOME HOUSING TAX CREDITS ARE REQUIRED. PARAGRAPH 4 OF THIS RIDER MUST BE UPDATED AND REVISED FROM TIME TO TIME IN ACCORDANCE WITH SECTION A, PARAGRAPH 3 OF THE ADDENDUM TO PROPERTY MANAGEMENT AGREEMENT.

Tenant:

(If there is more than one adult occupant, each one must complete and sign a rider and attachments.)

Lease Date:

Apartment:

Building Address:

The undersigned tenant hereby certifies and agrees as follows:

1. **Income Certification.** My attached income certification is true, correct, and complete. I agree to provide a similar certification annually upon request during the term of my occupancy.

2. **Employer Verification.** The landlord or property manager has my permission to verify my income from my employer, using the attached form, now and on an annual basis.

3. **False or Missing Statements.** If my income certification and/or any lease application submitted by me is false, or if I fail to provide annual certifications or if any of them is false, the landlord or property manager will have the right to terminate my lease and take possession of my apartment immediately.

4. **Maximum Household Income.** If the current COMBINED TOTAL INCOME FOR ALL HOUSEHOLD MEMBERS, as stated on the attached income certification or as otherwise verified, exceeds the maximum allowable household income for my household size as set forth in the table below, the landlord or property manager will have the right to terminate my lease and take possession of my apartment immediately.

<u>Household Size</u>	<u>Maximum Allowable Household Income</u>	
	40%	50%
1 Person	\$16,640	\$20,800
2 Persons	\$19,000	\$23,750
3 Persons	\$21,360	\$26,700
4 Persons	\$23,720	\$29,650
5 Persons	\$25,460	\$32,050
6 Persons	\$ _____	\$ _____
7 Persons	\$ _____	\$ _____
8 Persons	\$ _____	\$ _____

I understand that the landlord and property manager are relying on my income certification in accepting me as a tenant, and that the landlord will be seriously harmed if my income does not qualify the apartment for low-income housing tax credits. This rider shall be considered part of my lease.

Date:

Tenant:

(Signature)

To Be Attached:

- A. Tenant Income Certification
- B. Employer Verification Form

EXHIBIT H

Acknowledgement of Receipt of FSS Participant's Handbook and FSS Contract

The undersigned, "Tenant," acknowledge(s) that I/we have received a copy of the FSS Participant's Handbook and FSS Program Contract of Participation. I/we further acknowledge(s) the FSS Participant's Handbook and FSS Program Contract of Participation are a part of my/our Lease with **Commerce Village, LLC**, a Virginia limited liability company. **Commerce Village, LLC**, reserves the right to amend the FSS Participant's Handbook and FSS Program Contract of Participation at any time with or without notice, as applicable, unless otherwise provided by law.

_____ (SEAL)

_____ (SEAL)

Print Name

Print Name

Tenant(s)

Commerce Village, LLC, a Virginia limited liability company

By: _____

Landlord

EXHIBIT I

Acknowledgement of Receipt of Grievance Procedure

The undersigned, "Tenant," acknowledge that I/we have received a copy of the Grievance Procedure. I/we further acknowledge the Grievance Procedure is part of my/our Lease with **Commerce Village, LLC**, a Virginia limited liability company. **Commerce Village, LLC**, reserves the right to amend the Grievance Procedure at any time with or without notice, as applicable, unless otherwise provided by law.

_____ (SEAL)

Print Name

_____ (SEAL)

Print Name

Tenant(s)

Commerce Village, LLC, a Virginia limited liability company

By: _____

Landlord

EXHIBIT J

Beg Bug Policy

Generally. Landlord has a comprehensive pest management program for all its residential units. This program includes an education program for tenants, monthly inspections of units, preventive treatment, and treatment of infested units. Tenants are required to participate in educational activities and comply with treatment requirements.

All Pests Except Bedbugs. If an infestation is identified or reported, Landlord will determine the validity of the infestation and schedule the unit for the appropriate treatment. Landlord will be responsible for the preventive and treatment costs subject to reimbursement by tenant if applicable. Tenant will be charged for the cost of treatment if such treatment is required due to the tenant's behaviors, such as, but not limited to, bringing infected items into their unit, not cleaning or maintaining unit to cleanliness levels, not complying with Landlord pest policy, etc. Any unit treated for infestation requires the tenant to complete pre-treatment activities. If a tenant does not comply with the pre-treatment requirements, they will be charged a \$250.00 fee.

Bedbugs.

a. If a bedbug infestation is reported, Landlord will contact the tenant within 24 hours, if possible, and provide the tenant with information about control and prevention of bedbugs and discuss measures the tenant may be able to take in the unit before the inspection is performed.

b. Landlord will attempt to schedule an inspection by a qualified inspector within three calendar days to determine if bedbugs are present. The inspection should cover the unit reporting the infestation and no less than surrounding units consisting of the units above, below, left and right. If a reputable, licensed pest control company is unattainable within three calendar days, Landlord shall document the efforts to obtain qualified services.

c. If a bedbug infestation is suspected but cannot be verified using the methods described above, Landlord will re-inspect the unit(s) periodically over the next several months.

d. When a bedbug infestation is identified, the unit and surrounding units should be treated for bedbugs according to the pest management program. Effective treatment may require two to three visits, and possibly more. The length, method and extent of the treatment will depend on the severity and complexity of the infestation, and the level of cooperation of the tenants.

e. Tenants are expected to cooperate with the treatment efforts by allowing for heat treatment of clothing and furniture and refraining from placement of infested furniture or other items in units and common areas such as lobbies, common areas and hallways.

f. Landlord will be responsible for inspection and treatment costs for bedbugs.

g. The tenant will not be reimbursed the cost of any additional expense to the household, such as purchase of new furniture, clothing or cleaning services.

Tenant acknowledges that he/she has inspected the Leased Premises and is aware of no bedbug infestation. Tenant claims that all furnishings and personal properties that will be moved into the Leased Premises are free of bedbugs. Tenant hereby agrees to prevent and control possible infestation by adhering to the below list of responsibilities:

1. Check for hitch-hiking bedbugs. If you stay in a hotel or another home, inspect your clothing, luggage, shoes, and personal belongings for signs of bedbugs before re-entering your apartment. Check backpacks, shoes, and clothing after using public transportation or visiting theaters. After guests visit, inspect beds, bedding, and upholstered furniture for signs of bedbug infestation.
2. Report any problems immediately to Landlord. Even a few bedbugs can rapidly multiply to create a major infestation that can spread to other units.
3. Cooperate with pest control efforts. If your unit or a neighbor's unit is infested, a pest management professional may be called in to eradicate the problem. Your unit must be properly prepared for treatment. Tenant must comply with recommendations and requests from the pest control specialist prior to professional treatment, including, but not limited to:
 - Placing all bedding, drapes, curtains, and small rugs in bags for transport to laundry or dry cleaners.
 - Heavily infested mattresses are not salvageable and must be sealed in plastic and disposed of properly.
 - Empty dressers, night stands, and closets. Remove all items from floors; bag all clothing, shoes, boxes, toys, etc. Bag and tightly seal washable and non-washable items separately. Used bags must be disposed of properly.
 - Vacuum all floors, including inside closets. Vacuum all furniture including inside drawers and nightstands. Vacuum mattresses and box springs. Carefully remove vacuum bags sealing them tightly in plastic and discarding of properly.
 - Wash all machine-washable bedding, drapes, clothing, etc., on the hottest water temperature, and dry on the highest heat setting. Take other items to the dry cleaner making sure to inform the dry cleaner that the items are infested with bedbugs. **Discard any items that cannot be decontaminated.**
 - Move furniture to the center of the room so that technicians can easily treat carpet edges where bed bugs congregate, as well as walls and furniture surfaces. Be careful to leave easy access to closets.
4. Tenant agrees to indemnify and hold Landlord harmless for any actions, claims, losses, damages and expenses, including, but not limited, to attorneys, fees that Landlord may incur as a result of the negligence and/or misfeasance of the Tenant(s) or any guest occupying or using the Leased Premises.
5. It is acknowledged that Landlord shall not be liable for any loss of personal property to Tenant, as a result of an infestation of bedbugs. Tenant agrees to have personal property insurance to cover such losses.

EXHIBIT K

NO SMOKING POLICY

All of the terms and provisions of this No Smoking Policy are specifically made a part of the Lease and Handbook for the property known as Commerce Village.

Scope: This policy applies to any and all persons living in properties owned by Harrisonburg Redevelopment and Housing Authority and its affiliates, Commerce Village, LLC, collectively referred to herein as (HRHA), including tenants, residents, their guests and visitors, and to all persons entering HRHA properties, including contractors and HRHA employees.

Purpose: HRHA desires to mitigate:

- a. The irritation and know health effects of secondhand smoke;
- b. The increase maintenance, cleaning, and redecorating costs caused by smoking and it effects;
- c. The increased risk of fire from smoking; and
- d. The higher cost of fire insurance for a non-smoke free building.

Definitions:

1. "Smoking" is defined as inhaling, exhaling, breathing, or carrying any lit cigar, cigarette, pipe, or other tobacco or other substances or similar products, in any manner and in any form. Smoking also includes use of an electronic cigarette and vapor products.

2. The term "electronic cigarette" means any electronic device that provides a vapor of liquid nicotine and/or other substances to the uses as he or she simulates smoking. The term shall include such devices, whether they are manufactured or referred to as cigarettes, cigars, pipes, or under any other similar products name.

3. "Common areas" are all areas owned by HRHA which are open to the public, including, but not limited to, entryways, community patios or balconies, roof terraces, lobbies, hallways, elevators, management offices, public restrooms, community rooms, parking area, and any other area of the building that is accessible to residence, guests, and employees.

Policy:

1. **Smoke-Free Apartments.** Tenant agrees and acknowledges that the unit to be occupied by tenant and members of Tenant's household have been designated as a smoke-free living. Tenant and members of Tenant's household shall not smoke anywhere in the unit rented by Tenant, or in the building where Tenant's dwelling is located, or in any of the common areas. or adjoining grounds of such building or other parts of the rental community. Any guests or visitors under control of Tenant to do so. As such, smoking is not permitted anywhere on the premises, including, but not limited to:

- a. Any dwelling unit, including, but not limited to, bedrooms, hallways, kitchens and bathroom.
- b. In the common areas of any HRHA building, community, common area, or facility.

2. **Notice.** HRHA staff shall inform current residents, new applicants on a waiting list, employees, and contractors of this new policy. HRHA staff also shall post “No Smoking” signs at entrances and exits, common areas, common hallways, etc., and enforce compliance with this policy. All HRHA properties will be designated and marketed as smoke-free.

3. **Tenant to Promote No-Smoking Policy and to Alert Landlord of Violations.** Tenant shall inform Tenant’s guests of the no-smoking policy. Further, Tenant shall promptly give the HRHA a written statement of any incident where tobacco or other smoke is migrating into the Tenant’s unit from sources outside of the Tenant’s apartment unit or any observed violations of this policy by other tenants.

4. **Landlord Not a Guarantor of a Smoke-Free Environment.** Tenant acknowledges that HRHA’s adoption of a smoke-free living environment, and the efforts to designate the rental complex as smoke-free, do not make the HRHA or any of its managing agents the guarantor of Tenant’s health or of the smoke-free condition of the Tenant’s unit and the common areas. HRHA shall take all reasonable steps to enforce the smoke-free terms of its leases and to make its properties smoke-free. HRHA is not required to take steps in response to smoking unless it knows of such smoking and has been given written notice of the smoking violation. HRHA relies on tenants to assist in the compliance with this policy.

5. **Effect of Breach and Right to Terminate Lease.** A material breach of the Smoke-Free Policy shall be a material breach of the Lease and grounds for immediate termination of the Lease. Tenants shall be financially responsible for restoring the unit back to rentable condition if they smoke or allow their guests to smoke in their unit, causing damage above normal wear and tear.

6. **Disclaimer.** Tenant acknowledges that HRHA’s adoption of a smoke-free living environment and the efforts to designate the rental complex as smoke-free do not in any way change the standard of care that HRHA or the managing agent would have to a tenant household to render buildings and premises designated as smoke free in a safer, more habitable, or improved in terms of air quality standards than any other rental premises. HRHA specifically disclaims any implied or express warranties that the building, common areas, Grounds, or Leased premises will have any higher or improved air quality standards than any other rental property. HRHA cannot and does not warranty or promise that the rental premises or common areas will be free from second-hand smoke. Tenant acknowledges that HRHA ability to police, monitor, and/or enforce the provisions of the Smoke Free Policy is dependent in significant part upon voluntary compliance by tenants and tenants’ guests, as well as reporting by tenants of observed violations. Tenants with respiratory ailments, allergies, or any other physical or mental condition relating to smoke are put on notice that HRHA does not assume any higher duty of care to enforce this Smoke Free Policy than any other landlord obligation under the Lease.

7. **Violation of Policy.** Tenant acknowledges and agrees that failure to comply with the terms of the Smoke Free Policy shall be cause for lease enforcement action, including eviction.

8. **Conflict.** In case of any conflicts between the provisions of this Policy and other sections of the Lease and/or Handbook, the provisions of this policy shall prevail.

EXHIBIT L

Protection for Victims of Abuse Policy Violence, Dating Violence, Sexual Assault, or Stalking Policy

All of the terms and provisions of this policy are specifically made part of the Lease and Handbook for the property known as Commerce Village.

Scope: This policy applies to any and all persons living in properties owned by the Harrisonburg Redevelopment and Housing Authority and its affiliates, including without limitations, Franklin Heights, LLC, collectively referred to herein as HRHA.

Purpose: HRHA's policy relating to domestic violence is being amended to include the provisions of the Violence Against Women and Reauthorization Act of 2013 (VAWA 2013). VAWA 2013 implemented several key changes relating to housing protections for victims of domestic violence, dating violence, sexual assault, or stalking, which shall be incorporated into the Lease.

Policy relating to VAWA Protections:

1. VAWA 2013 expands housing protections to victims of sexual assault. VAWA 2013 expands protections relating to the prohibition of terminating assistance because of criminal activity directly relating to domestic violence, dating violence, sexual assault, or stalking. VAWA 2013 expands the notification requirements. VAWA 2013 also expands the forms of documentation a victim may provide, and provides that the victim is required to provide the name of the perpetrator only if the name of the perpetrator is safe to provide and is known to the victim.
2. HRHA will not consider an incident or incidents of actual or threatened domestic violence, dating violence, sexual assault, or stalking as serious or repeated violations of the Lease by the victim or threatened victim of the domestic violence, dating violence, or stalking, or as other "good cause" for termination of the assistance, tenancy, or occupancy rights of such a victim.
3. Criminal activity directly relating to domestic violence, dating violence, sexual assault, or stalking engaged in by a member of Tenant's household, or any guests or other person under the Tenant's control, shall not be cause for termination of assistance, tenancy, or occupancy rights if the Tenant or an affiliated individual of the Tenant is the victim or threatened victim of the domestic violence, dating violence, sexual assault, or stalking. VAWA 2013 defines "affiliated individual" as a spouse, parent, brother, sister, or child of that individual, or an individual to whom that individual stands in *loco parentis*, or any individual, tenant, or lawful occupant living in the household of that individual.

4. Notwithstanding any restrictions on admission, occupancy, or termination of occupancy or assistance, or any federal, state, or local law to the contrary, HRHA may bifurcate a lease, or otherwise remove a household member from the lease, without regard to whether a household member is a signatory to the lease in order to evict, remove, terminate occupancy rights, or terminate assistance to any individual who engages in criminal activity directly relating to domestic violence, dating violence, sexual assault, or stalking against an affiliated individual or other individual. This action may be taken without evicting, removing, terminating assistance to, or otherwise penalizing the victim of the violence who is also a tenant or lawful occupant. Such eviction, removal, termination of occupancy rights, or termination of assistance shall be effected in accordance with the procedures prescribed by federal, state, and local law for the termination of leases or assistance under the housing choice voucher program, as applicable. If bifurcation occurs, and the removed Tenant or lawful occupant was the sole Tenant eligible to receive assistance under a covered housing program, HRHA shall provide any remaining Tenant the opportunity to establish eligibility for the covered housing program. If the remaining Tenant cannot establish eligibility, HRHA shall provide the Tenant a reasonable time to find new housing or to establish eligibility under another covered housing program.
5. Nothing in this Policy may be construed to limit the authority of HRHA, when notified, to honor court orders addressing rights of access or control of the property, including civil protection orders issued to protect the victim and issued to address the distribution or possession of property among the household members in cases where a family breaks up.
6. Nothing in this Policy limits any otherwise available authority of HRHA to evict or terminate assistance to a Tenant for any 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 HRHA will not subject an individual who is or has been a victim of domestic violence, dating violence, sexual assault, or stalking to a more demanding standard than other tenants in determining whether to evict or terminate.
7. Nothing in this Policy may be construed to limit HRHA's authority to evict or terminate the assistance to any Tenant if HRHA can demonstrate an actual and imminent threat to other Tenants or those employed at or providing services to HRHA's properties if the Tenant is not evicted or terminated from assistance. An actual and imminent threat consists of physical danger that is real, would occur within an immediate time frame, and could result in death or serious bodily harm. In determining whether an individual would pose an actual and imminent threat, the factors to be considered include: the duration of the risk, the nature and severity of the potential harm, the likelihood that the potential harm will occur, and the length of time, before the potential harm would occur. In this

context, words, gestures, actions, or other indicators will be considered an actual imminent threat if they meet the standards provided herein.

8. Nothing in this Policy 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, sexual assault, or stalking.
9. HRHA may request in writing that the victim or a family member on the victim's behalf certify that the individual is a victim of abuse. The certification of domestic violence, dating violence, sexual assault, or stalking can be documented as detailed on form HUD-50066, and acceptable forms of documentation also includes records from an administrative agency or a mental health professional. The certification must be completed and submitted within 14 business days, or an agreed upon extension date, to receive protection under the VAWA 2013. Forms and further information are available from HRHA. Failure to provide a certification or other supporting documentation within the specified time frame may result in eviction. VAWA 2013 provides that the victim is required to provide the name of the perpetrator on the HUD-50066 only if the name of the perpetrator is safe to provide and is known to the victim.
10. HRHA shall provide notice of rights under VAWA 2013 when a person is denied assistance, when a person is admitted, and when a tenant is notified of eviction or termination of housing benefits.
11. In case of any conflicts between the provisions of this Policy and other sections of the Lease and/or Handbook, the provisions of this policy shall prevail.

EXHIBIT M

PORTABILITY POLICY

Portability is defined as the ability for a housing choice voucher holder to move from the jurisdiction of its current housing agency to the jurisdiction of another housing agency operating a housing choice voucher program. HRHA will process requests for moves in accordance with the portability procedures of 24 CFR 982.355 and other applicable HUD regulations.

A. Definitions

Initial Housing Authority: The public housing authority (PHA) that you received your voucher from.

Receiving Housing Authority: The public housing authority (PHA) in the area you are moving or porting to.

B. Current Housing Choice Voucher Participants

To be eligible to receive a portability voucher you must:

- Currently live in this jurisdiction;
- Be at the end of your current lease; or
- Have an early lease termination form signed by your landlord; or
- Give your landlord a 60 day written notice, providing HRHA with a copy; and
- You must occupy your unit under the housing choice voucher for over 1 year.
- More than one move by the family during any one year period is prohibited.

To request portability you must:

- Call HRHA and schedule an appointment;
- Submit the completed portability request form; and
- Submit current income and asset verification (within 60 days for all household members).

HRHA will use the portability request form to prepare your portability packet. You will need to let HRHA know what PHA you want to move to. To identify the appropriate PHA, see the listing on HUD's web site, www.hud.gov, or contact HRHA.

C. New Housing Choice Voucher Participants

Request that HRHA prepare a portability packet. If you believe you are eligible to port out, complete the portability request form. You must currently live in this jurisdiction. To identify the appropriate PHA, see the listing on HUD's web site or contact HRHA.

If you are a new voucher holder, your voucher will have a label indicating if you are eligible to use the portability feature. To be eligible to move outside of the area that HRHA serves, you must have resided in HRHA's area of service when you applied for the housing choice voucher waiting list. If you did not, a request for a portability move may be denied. A non-resident family will be required to initially lease a unit with its housing choice voucher in the HRHA's jurisdiction. Also, if you are a new voucher holder porting with the initial use of

your voucher, you must be within the income eligibility guidelines for the area you are moving into or your portability move will be denied by the receiving PHA. Please note that PHAs often have different income limits, payment standards, and subsidy standards (the number of bedrooms for which you qualify). Always verify this information when you request to transfer and/or move to a new PHA.

If eligible, HRHA will contact and forward the necessary paperwork to the receiving PHA in the area to which you wish to move.

D. Porting (Moving) Out of HRHA's Area

Once all paperwork is complete, HRHA will forward all necessary paperwork to the receiving PHA. When HRHA forwards your paperwork to the receiving PHA, the receiving PHA will contact you to schedule an appointment to be briefed on their program rules. The receiving PHA will determine final approval of the request completed by both you and your landlord. The receiving PHA will conduct the inspection, process a rent determination, and complete the necessary paperwork for your portability move. The receiving PHA's payment standards and voucher bedroom size rules will apply.

If you move into the unit prior to final approval from the receiving PHA, you may be held responsible for the full contract rent for the unit. When your move is complete, the staff at the receiving PHA will be your contact for future questions and information about your rent assistance.

The portability process may cause delays in the start of your rental assistance in your new unit. Upon your request, your receiving PHA will have the option to either absorb you into their program by giving you one of their own vouchers; or you will remain on HRHA's housing choice voucher program and the receiving PHA will bill HRHA for administering your voucher and paying your subsidy after you move.

Please note that PHAs often have different income limits, payment standards, and subsidy standards (the number of bedrooms for which you qualify). Always verify this information before you request a transfer or move to a new PHA.

Please note, however, that HRHA will not process portability requests for participants who are making payment on a repayment agreement. At such time as the debt is paid in full, you will have the option of moving to another jurisdiction.

E. Porting (Moving) Into HRHA's Area

If you would like to port (move) into HRHA's area, contact your current PHA and find out if you are eligible to port out. If so, request that your current PHA prepare your portability packet and forward it to HRHA.

Call HRHA to find out if it has received your packet and to make an appointment to discuss portability.

If any of the following are missing from your portability packet, you may be asked to provide them before HRHA can complete your transfer:

- Valid government-issued identification (e.g., driver's license);
- Birth Certificates for everyone in the household;
- Social Security Cards for everyone in the household;
- Income Verification for everyone in the household.

You have an obligation to provide all necessary paperwork to HRHA.

HRHA will accept a family with a valid voucher from another jurisdiction and either administer or absorb the voucher, at its option. HRHA may absorb some or all incoming

portable vouchers when it has funding available. Otherwise, when HRHA reaches full utilization (or when there are questions about the availability of HUD HAP payments), HRHA will not absorb incoming portable vouchers, but will bill the initial housing authority for the family's costs under the program. Whether HRHA administers or absorbs the voucher, HRHA's policies shall apply.

F. Denial of Portability

HRHA may only deny a family's request to move if it has grounds to do under the program's regulations:

- a. family's actions or failure to act as described in 24 CFR 982.552 and -553, e.g., family has violated obligation, family owes money to HRHA or landlord, or criminal activity;
- b. family is non-resident applicant or the family was a non-resident applicant that has not yet been assisted in HRHA's jurisdiction for 12 months since being admitted to the program (24 CFR 982.353(c));
- c. family is an applicant and is not income-eligible in the area in which they wish to initially lease a unit (24 CFR 982.353(d)(1));
- d. family must reside in HRHA jurisdiction during the full term of the initial lease term, and HRHA prohibits more than one move by the family during any one year period (24 CFR 982.314(c)(2));
- e. family has moved out of its assisted unit in violation of the lease (24 CFR 982.353(b)); and
- f. HRHA does not have sufficient funding for continued assistance to support the move in accordance with 24 CFR 982.314.

A family may receive a voucher and move in violation of the lease the portability procedures if the family has complied with all other obligations of the voucher program and has moved out of the assisted dwelling unit in order to protect the health or safety of an individual who is or has been the victim of domestic violence, dating violence, or stalking and who reasonably believes he or she would be imminently threatened by harm from further violence if he or she remained in the assisted dwelling unit.

Upon receipt of a written request to move, HRHA will provide written notice to the family within 14 days of its decision of denial. The letter will also state that the move request will stay open for 60 days. If funds become available, HRHA will notify the family in writing of the move option.

G. Terminations

HRHA will notify the initial PHA in writing of any termination of assistance within 30 days of the termination. If an informal hearing is required and requested by the family, the hearing will be conducted by HRHA in accordance with its hearing procedures. A copy of the hearing decision will be provided to the initial PHA.

The initial PHA will be responsible for collecting amounts owing by the family for claim paid and for monitoring repayment. If the initial PHA notifies HRHA that the family is in

arrears or has refused to sign a Payment Agreement, HRHA will terminate assistance to the family.

H. Family Self-Sufficiency Program

The FSS program is marketed and open to all Section 8 Housing Choice Voucher (HCV) participants including clients that have ported from other jurisdictions. The FSS slots are filled in accordance with HUD requirements. As participants leave the program, the slots are filled with new applicants.

EXHIBIT N



**VIRGINIA DEPARTMENT OF HOUSING
AND COMMUNITY DEVELOPMENT**
Partners for Better Communities

VIRGINIA DEPARTMENT OF HOUSING AND COMMUNITY DEVELOPMENT HOME UNIT LEASE ADDENDUM

- Tenant(s) must recertify income eligibility on an annual basis. The tenant's failure to cooperate in the income recertification process will constitute a material violation of the lease and is grounds for lease termination. Deliberately providing false information will constitute a material violation of the lease and is grounds for termination of the lease.
- The rent is subject to the rent restriction of the HOME Program. The owner retains the right to adjust rents, in accordance with the HOME Rent limits. Owner may increase the rent for tenants whose incomes exceed the HOME 80% income limits above the High HOME rent limit.
- Owner may choose not to renew a tenant's lease for serious or repeated violation of the terms and conditions of the lease; for violation of applicable Federal, State, or local law; or for other good cause. Good cause does not include an increase in the tenant's income or refusal of the tenant to purchase the housing. Owner must give the tenant a written notice at least 30 days before the tenant must vacate the unit.
- The lease term for a HOME-assisted unit must be for at least one year, unless the tenant and the owner mutually agree upon a shorter term.
- Owner retains the right to inspect, and permit the Virginia Department of Housing and Community Development, and HUD to inspect, HOME-assisted units during the affordability period. Tenants must receive at least 24 hours notice for inspections.
- For any building built prior to 1978 that is not certified lead-free in accordance with HUD Chapt. 7 guidelines, HUD's Lead Based Paint notification form must be completed.
- Any provision in the lease pursuant to which the tenant agrees to be sued, to admit guilt, or to a judgment in favor of the owner in a lawsuit brought in connection with the lease is null and void.
- The owner may not seize or sell personal property of household members without notice to the tenant and a court decision on the rights of the parties. This does not apply to disposition of personal property left by a tenant who has vacated a property which shall be disposed of in accordance with state law.
- The tenant at no time shall agree not to hold the owner or owner's agents legally responsible for any action or failure to act, whether intentional or negligent.
- Any provision in the lease pursuant to which the tenant agrees that the owner may institute a lawsuit without notice to the tenant is null and void.
- Any provision in the lease pursuant to which the tenant agrees to the owner being able to evict the tenant or household members without instituting a civil court proceeding in which the tenant has the opportunity to present a defense, or before a court decision on the rights of the parties is null and void.
- Any provision in the lease pursuant to which the tenant agrees to waive the right to a trial by jury is null and void.
- Any provision in the lease pursuant to which the tenant agrees to waive the right to appeal or to otherwise challenge in court a court decision in connection with the lease is null and void.
- Any provision in the lease pursuant to which the tenant agrees to pay owner's attorney's fees or

other legal costs even if the tenant wins in a court proceeding brought by the owner against the tenant is null and void. The tenant, however, may be obligated, and hereby is obligated to pay costs if the tenant loses a court proceeding brought by the tenant or the owner.

Tenant:_____ Tenant:_____

Tenant:_____ Owner:_____

EXHIBIT O

VHDA PROVISIONS

1. Eligibility. Tenant hereby acknowledges that Tenant's family income and composition and other matters relating to Tenant's eligibility for occupancy of the unit are material to this Lease. Prior to execution of this Lease, Tenant provided Landlord with certain information, documents, and certifications with respect to Tenant's eligibility for occupancy of the unit. Tenant hereby warrants and confirms that such information, documents and certifications are in all respects true, accurate and complete as of the date hereof. Tenant agrees to comply with all requests hereafter made by the Landlord, or Virginia Housing Development Authority (“VHDA”), and the agents or assigns of each of them for information, documents, and certifications concerning Tenant's eligibility for occupancy of the unit. Such requests may be made every year and at such other times as the Landlord or VHDA may require. Tenant shall furnish all such information, documents, and certifications requested by the Landlord or VHDA on or before the date specified in such request, which date shall not be earlier than ten (10) days from the date of receipt by Tenant of such request. Such information, documents and certifications shall in all respects be true, accurate and complete.

Any failure by Tenant to comply with any such request in accordance with the terms of this Paragraph or any falsification, misstatement or misrepresentation by Tenant of any information relating to Tenant's eligibility for occupancy of the unit shall be deemed a substantial and material violation of this Lease.

2. Assign or Sublease. Tenant may not, without the prior written consent of the Landlord, assign this Lease or sublet the unit or any part thereof or give accommodation to any roomer, lodger or other person not herein set forth, nor permit the use of the unit for any purposes other than as a private dwelling solely for the use of Tenant and Tenant's family consisting of those persons listed in Paragraph 1g on page one of this Lease.

3. Rights of VHDA. It is understood and agreed by Landlord and Tenant that VHDA shall have the right (but shall not be obligated) to exercise any and all of the rights of the Landlord under this lease in the event of a breach or violation by Tenant of any of the provisions hereof.

Tenant: _____ Tenant: _____

Tenant: _____ Landlord: _____