

Dwelling Lease

RICHMOND REDEVELOPMENT AND HOUSING AUTHORITY

Development Hillside Court Account No. 282-7
Address 1600 Glenfield Avenue

1. THIS LEASE, made on this 1st day of August, 1975 between the
Richmond Redevelopment and Housing Authority (called the "Authority") and Mrs. Eva Herkimer
(Referred to as the "Tenant")

WITNESSETH, that the Authority, on the basis of the statements of the Tenant in his signed Application for Admission as to employment, income and family composition, hereby leases to the Tenant and the Tenant agrees to rent on the conditions stated in this lease the property described above as a private residence for the Tenant and his (her) family, consisting of himself and members of his family listed in his most recent Application for Admission or Continued Occupancy beginning August 1, 1975
and ending at midnight August 31, 1975 at a monthly rental of \$ 44.00,
payable in advance. (Prorata rent for _____, 19____, shall be \$_____.)

The currently approved Admissions and Continued Occupancy Policies, Schedule of Rents and Statement of Income and Occupancy Limits, rules and regulations applicable to the tenants, and the Grievance Procedure are incorporated herein by reference and are made a part of this lease. All of the above indicated documents are posted in each project office and shall be available to each tenant and/or his representative for inspection during normal business hours.

2. This lease renews itself from month to month at the same rental, payable in advance on the first day of each month, until changed as provided herein.

3. The Tenant agrees, after any such change, to pay the changed rent based on the Authority's rent schedules after the Authority has notified the Tenant in writing of the change. Any such notice of change is supplement to this lease. Increases in rent commence on the first of the second month following the change and decreases begin on the first of the next month following the change.

4. The Tenant agrees to deposit with the Authority before taking possession the sum of ~~forty~~ ^{twenty} dollars (~~\$40~~ ^{\$20}), but in no event a sum which exceeds two months' rent, as security for a faithful performance of the conditions of this lease. The deposit will accrue interest in six-month increments at a rate of 3 percent (3%) per annum, provided, however, that no interest shall be due and payable unless said deposit has been held by the Authority for a period exceeding thirteen (13) months after the date of this lease. The deposit and any accrued interest thereon will be refunded to the Tenant, when the premises are vacated, provided all rent and other charges due the Authority are paid. All rent and other charges due shall be itemized in writing and given to the Tenant within 45 days after the Tenant has vacated the premises.

5. The Tenant further agrees:

a. That in the event he has not paid the rental or any other charges, so that it becomes necessary for the Authority to proceed to take legal action for the collection of such rent or other charges, he will pay a charge of \$2.00 to cover the extra management expense due to this delinquent payment. The Authority will accept rental payments without regard to other charges. Legal action for collection of charges other than rent will be taken as a separate action.

b. To pay when billed for any itemized damage to property of the Authority caused by abuse or misuse, for which the Tenant, or someone in his household, or his guest is responsible. He will not be billed for damage due to normal wear and tear.

c. Not to transfer this lease or rent the property to any other persons, boarders or lodgers and to use the property only as a home for himself and those persons listed on his most recent application, bona fide guests excepted.

d. To keep the property clean; to provide sufficient garbage and trash receptacles to take care of his needs between collection days as scheduled by the City of Richmond and to place such receptacles in the place prescribed by the Authority for such collection; not to make any repairs or changes without the written approval of the Authority; not to keep any objectionable animals or pets on the property; not to install air conditioners, freezers, refrigerators, or clothes dryers without approval of the Authority; and he agrees to notify the Authority promptly of the need for any repairs to the property.

e. At the conclusion of this lease, to leave the property clean and in good repair. It is agreed that if he fails to do this, the Authority may do the necessary work and charge the cost of it against the deposit required by Section 4. of the lease, and that if such costs exceed the amount of the deposit, any excess may be charged to the Tenant.

f. To observe rules and regulations of the Authority with respect to the use and care of the property and any community space in the development, and to carry out his obligations with respect to maintenance or cleanliness of areas assigned outside his dwelling. The failure of the Tenant to comply with such rules and regulations or for any intentional or negligent failure on his part to carry out his obligations concerning areas outside his dwelling, the Authority shall have the right to terminate this lease.

g. To let Authority or its agents enter the property during reasonable hours to examine it or make repairs with prior consent of the Tenant, except in case of emergency. In case of emergency, the Authority shall notify the Tenant promptly thereafter of the reason for such entry.

h. To an annual (each 24 months for elderly) reexamination of eligibility for continued occupancy and to submit, upon request of the Authority, a signed statement setting forth the facts as to the income and employment of himself and his family and the number and ages of members of his family.

i. To notify the Authority of any change in family income or composition within ten (10) days after such change has occurred. Tenant may request a redetermination of his rent at any time.

j. To pay his rent promptly when due at the location currently designated by the Authority.

6. The Authority agrees:

a. To maintain the property in good repair and condition in accordance with local codes and HUD regulations; to repair any reported defect within 72 hours, which constitutes a hazard to life, health or safety, and if such defect is not corrected, the Authority shall provide substitute standard living quarters and assist Tenant with moving to such quarters. Authority agrees to furnish without additional charge all utilities (water, gas, electricity and heat) necessary in the use of the property. The Authority may make a charge for supplying utilities to refrigerators, freezers, clothes dryers, and air conditioning units owned by the Tenant—such charges to be stated and posted in the Development Management Office.

b. To provide Tenant with a written statement attesting to the condition of the premises on initial occupancy and to allow the Tenant or his representative, after giving him reasonable notice, to inspect the premises with the Authority upon occupancy or upon vacating, providing a prepared check list for the purpose. The written statement upon occupancy shall be given the Tenant within five (5) days of occupancy and shall itemize the damages to the dwelling unit existing at the time of occupancy. This statement shall be deemed correct unless the Tenant objects thereto in writing within five (5) days after receipt thereof. The inspection upon termination must be made during business hours and within 72 hours of termination.

7. If the Authority ascertains that the Tenant's income or family composition has changed, it may require him to pay a higher or lower rent in accordance with the Authority's current rental scale or it may require him to move to another unit within a reasonable time of a size appropriate to his family composition. If it is ascertained that his family income exceeds the highest income limit for continued occupancy, this lease may be terminated on not less than 6 month's notice. If termination is unreasonable because housing is unavailable, the Tenant will be allowed to continue in occupancy, so long as the special circumstances exist, but the monthly rental will be increased in accordance with the approved Schedule of Rents; all other conditions of occupancy shall remain the same.

8. If the Tenant has not supplied correct information to the Authority as requested, or has made false statements or does not report those changes required to be reported, the Authority shall have the right to terminate this lease and/or to charge the Tenant for any increased rent which should have been paid.

9. The Tenant may terminate this lease at any time upon not less than fifteen (15) days prior notice in writing and the Authority may terminate this lease for good cause only at any time upon not less than thirty (30) days prior notice in writing. Termination by the Authority shall be in accordance with the provisions of the Authority's Grievance Procedure and the Admissions and Continued Occupancy Policies.

10. Any notice to the tenant required by this lease will be sufficient if in writing and delivered to the tenant personally or to an adult member of his family residing in his dwelling unit or if sent by certified mail properly addressed to the Tenant. Notice to the Authority must be in writing and delivered to the Management Office or at the Central Office of the Authority, or sent by certified mail to the Authority.

11. The failure or omission of the Authority to terminate this lease for any cause given above shall not prohibit the right of the Authority to do so later for similar or other causes.

IN WITNESS WHEREOF, the parties have executed this lease agreement this

1st day of August, 1975, at Richmond (City)

Virginia
(State)

RICHMOND REDEVELOPMENT AND HOUSING AUTHORITY

By 

Mrs. Eva Herkman Tenant

Tenant