

# LEASE AGREEMENT

## I. BASIC CONDITIONS

### 1. THE PARTIES IN THIS AGREEMENT ARE:

The "Landlord" (in this lease the term "Landlord" means either the owner or his agent.) \_\_\_\_\_ AND \_\_\_\_\_ the "Tenant/s"

### 2. PREMISES TO BE RENTED

Address: \_\_\_\_\_

### 3. TERM

The landlord hereby leases to the Tenant the premises described above for a term of ONE YEAR, from \_\_\_\_\_ to \_\_\_\_\_.

### 4. RENT

- The monthly rent is \$\_\_\_\_\_, making a total amount under the lease of \$\_\_\_\_\_
- The rent is payable on the 25th day of the month.
- If this lease starts on a day other than the day specified in subsection b), the first rental payment shall be\_\_\_\_\_, the "pro-rata" rent for the period from\_\_\_\_\_to\_\_\_\_\_. Thereafter, all rental payments shall be made in accordance with subsection a) and b).
- Rent payments shall be paid to: \_\_\_\_\_ At the following address: \_\_\_\_\_.

### 5. UTILITIES

Costs for items listed below shall be paid by the party indicated.

	Landlord	Tenant		Landlord	Tenant
Electricity	_____	_____	Gas	_____	_____
Water/Sewer	_____	_____	Trash collection	_____	_____
Other	_____	_____	Other	_____	_____

### 6. NUMBER OF PERSONS

- The premises shall be occupied by no more than\_\_\_\_\_ persons, excluding children born hereafter and short-term guests (less than 30 days in a calendar year), without the prior written consent of the Landlord.
- The tenant shall not sublet or assign the leased premises or any portion thereof without the prior written consent of the Landlord.

### 7. USE OF PROPERTY

The Tenant shall use the premises solely for residential purposes.

### 8. INSPECTION OF PREMISES

- At the start of the tenancy, the landlord and the Tenant shall inspect the premises and shall record any existing damages to the premises on a check list provided by the Landlord. Both parties shall receive copies of the completed check list.
- At the termination of the tenancy, the Landlord shall advise the Tenant of his right to be present at the final inspection. If the Tenant desires to be present, he shall tell the Landlord in writing. The Landlord then shall notify the Tenant of the time and date of the inspection, which must be made during business hours and within seventy two hours of the termination of occupancy.

### 9. DELIVERY OF POSSESSION

If the Landlord fails to make the premises available in a habitable condition on the agreed date of the start of the tenancy, rent shall abate until delivery is completed. If such failure to deliver possession is willful, then the remedies in Section 55-248.22 of the Code of Virginia shall apply.

### 10. SECURITY DEPOSIT

- The Tenant has paid the Landlord a security deposit of \$\_\_\_\_\_. At the termination of the tenancy, the Landlord may retain part or all of the

security deposit to pay for:

1. Any damage to the premises beyond normal wear and tear for which the Tenant is responsible and which is disclosed by an inspection conducted pursuant to Section 8 of this lease;
2. any rent owed and any accrued charges as specified in Section 15 of this lease.
3. any damage due to premature termination of the lease agreement.
  - b) If the Landlord Holds the security deposit for a period exceeding 13 months, he shall pay the Tenant simple interest, calculated from the beginning of the tenancy. it is payable at the end of the tenancy. (Call thte T/L office for applicable rates.)
  - c) Within 30 days after the end of the tenancy the Landlord shall refund to the Tenant the security deposit with any interest due less deductions, together with an itemized statement of any deductions.

## II. MAINTENANCE

### 11. TENANT'S DUTY TO MAINTAIN PREMISES

- a) The Tenant shall keep the dwelling unit in a clean and sanitary conditon and shall comply with all state and local laws requiring tenants to maintain rented premises.
- b) The Tenant shall provide the Landlord with prompt notice of any maintenance problems so that necessary repairs can be made in a timely manner.

### 12. LANDLORD'S DUTY TO MAINTAIN PREMISES

- a) The landlord shall maintain the premises in a decent, safe and sanitary condition and shall comply with all state and local laws requiring landlords to maintain rental premises.
- b) If the Landlord privies appliances or services, he shall maintain them in good working order during the term of this lease and nay extension thereof, except for appliances specified in Section 12 c) below.
- c) Landlord is providing the following appliances not required by the state maintenance code: \_\_\_\_\_ .He will \_\_\_\_, will not \_\_\_\_, be responsible for repairing or replacing them.

### 13. LIABILITY

- a) The Landlord shall be liable to the Tenant for any damage to his person or his property resulting from the negligence or wrongful act of the Landlord or his agents.
- b) The tenant shall be liable to the Landlord for any damage to the premises beyond normal wear and tear resulting from the negligence or wrongful act of the tenant or others on the premises with his permission. The Tenant shall be liable for any damage caused by the bursting or water pipes as a result of failure to keep heat operating in cold weather, to keep windows closed, or to drain outside faucets.

### 14. MAINTENANCE OF SINGLE-FAMILY DWELLINGS

If the premises consist of a single-family house, the following conditions shall apply:

- a) The Tenant shall keep grass cut, shall promptly remote ice and snow from all walks, steps and drives, and shall keep the grounds free of leaves and debris.
- b) The Landlord shall furnish electric light bulbs in the fixtures and fuses in the panel box and washers on each faucet at the time the Tenant takes possession. The Tenant shall maintain these items thereafter.

c) The following maintenance shall be responsibility of the party indicated below:

Item	Landlord	Tenant
Change Furnace Filters	_____	_____
Change Air-conditioner Filters	_____	_____
Clean Gutters	_____	_____

d) The Tenant shall be responsible for minor repairs except for damage caused by the Landlord or his agent. The Landlord shall be responsible for major repairs except for damage caused by the Tenant or his guests.

## III. REMEDIES

### 15. LATE PAYMENT OF RENT

If the rent remains unpaid after the \_\_\_\_\_ day of the month, the Tenant shall be charged a \$\_\_\_\_\_ fee for late payment. An additional charge of \$\_\_\_\_\_ shall be made for any returned checks. No personal checks will be accepted after a check has been returned by the bank.

#### **16. FAILURE TO PAY RENT**

If the Tenant fails to pay the rent when due, the Landlord may give the Tenant a 5-day notice to pay the rent with the late fee or to vacate. If the rent remains unpaid at the end of this 5-day period, the Landlord may institute eviction proceedings pursuant to law and/or other remedies provided by law including, but not limited to, suit to collect unpaid rent, damages and reasonable attorney's fees.

#### **17. TENANT BREACH OF LEASE**

a) if there is substantial breach of the lease or a serious failure to maintain the premises by the Tenant, the Landlord may provide the Tenant with a written notice describing the problem and stating that he will terminate the lease on a specified date (not less than 30 days later), if the problem is not corrected within 21 days. If the problem is corrected within 21 days, the notice is canceled. If the problem is not corrected within that time, the Landlord may institute eviction proceedings through the courts on the specified date.

b) The Landlord shall also give the option of using other applicable remedies provided by the Virginia Residential Landlord and Tenant Act to address specific breaches of lease by the Tenant.

#### **18. LANDLORD BREACH OF LEASE**

a) If there is a substantial breach of lease or serious failure to maintain the premises by the Landlord, the Tenant may provide other Landlord with a written notice describing the problem and stating that he will terminate the lease on a specified date (not less than 30 days later), if the problem is not corrected within 21 days, the notice is canceled. If the problem is not corrected within that time, the Tenant may vacated the premises on the specified date.

b) The tenant shall also have the option of using other applicable remedies provided by the Virginia residential landlord and tenant Act to address specific breaches of lease by the landlord.

#### **19 VIRGINIA RESIDENTIAL LANDLORD AND TENANT ACT**

Both parties hereby agree to be governed by the terms of the Virginia Residential landlord and tenant Act, as amended from time to time. Each party shall have a right to the remedies and a responsibility for the obligations specifies therein.

### **IV. RENTAL RULES**

#### **20. NOISE**

a) The Tenant shall not allow on the premises any excessive noise or other activity which disturbs the peace and quiet of his neighbors.

b) If the rental premises are part of a multi-family dwelling, the Landlord agrees to enforce this prohibition against excessive noise to prevent other tenants or persons in the building or common areas from similarly disturbing the Tenant's peace and quiet.

#### **21. PETS**

The Tenant may ( ), may not ( ) keep on the premises.

#### **22. MOTORIZED EQUIPMENT**

No motorcycles or equipment driven by gasoline motors shall be permitted inside the dwelling unit.

#### **23. ALTERATIONS**

a) No substantial alteration, addition or improvement shall be made by the tenant in or to the premises without prior written consent of the Landlord.

b) If the Tenant installs new burglar prevention or fire detection devices, he shall provide the Landlord with keys and operating instructions. At the end of the tenancy the Tenant shall remove the devices and repair any damage if the Landlord so requests.

#### **24. NOTICE OF ABSENCE**

The Tenant shall notify the Landlord of any expected absence from the premises in excess of 7 days.

**25. ACCESS**

Except in the case of an emergency where notice is impractical, the Landlord may enter the premises only after reasonable advance notice to the Tenant and at reasonable hours in order to inspect the premises, to make necessary or agreed repairs or alterations, to supply services, or to show the premises to prospective purchasers or workers.

**V. MISCELLANEOUS CLAUSES**

**26. ILLEGAL DRUGS**

Drug dealing and usage are strictly prohibited and are grounds for immediate termination of the lease and institution of eviction proceedings.

**27. EXTENSION OF LEASE**

At the end of the initial lease period, the tenancy will automatically convert to month-to-month, unless the Landlord or the Tenant has served a written notice of termination on the other at least thirty days prior to the end of the lease. In continuing, the Tenant agrees to pay the monthly rental and to keep and fulfill all the other covenants and conditions herein.

**28. TIMELY DEPARTURE**

When the Tenant vacates the premises after giving proper notice, he shall leave on the day specified, remove all personal belongings, and leave the premises as clean as he found them.

**29. RENT INCREASE**

The Landlord may increase the monthly rent at or after the expiration of the original term of this lease by providing the tenant with written notice at least 30 days prior to the next rent due date. The Tenant then has the option to vacate the premises or to remain at the new rental rate.

**30. DISCLOSURE**

(a) Owner or Agent

(b) Tenant/s

NAME: \_\_\_\_\_

NAME: \_\_\_\_\_

ADDRESS: \_\_\_\_\_

ADDRESS: \_\_\_\_\_

PHONE: \_\_\_\_\_

PHONE: \_\_\_\_\_

**31. ADDITIONAL CLAUSES**

\_\_\_\_\_

WHEREFORE We, the undersigned, agree to be bound by all the terms of this agreement:

\_\_\_\_\_  
Landlord

\_\_\_\_\_  
Date

\_\_\_\_\_  
Tenant

\_\_\_\_\_  
Date

NOTE: The Tenant is urged to purchase special renter's insurance on his personal property, because the Landlord's property insurance does not usually cover the occupant's personal possessions against fire, water damage and theft.