



**Human Rights Commission
Special Meeting
November 7, 2024
Hybrid Meeting
City Space, 100 5th Street NE, Charlottesville, VA 22902
6:30pm**

Agenda Packet Attachments

1. Agenda
2. Martha's Rules (for reference)
3. Case 2020-2 Investigative Report – Redacted
4. Case 2020-2 Post-investigative File – Redacted
5. DRAFT HRC City Policy Recommendations
6. HRC Work Plan

Attachment 1



**Human Rights Commission
AGENDA
Special Meeting
November 7, 2024
Hybrid Meeting
City Space, 100 5th Street NE, Charlottesville, VA 22902
6:30pm**

Please take Notice that this hybrid meeting of the Human Rights Commission is for the purposes of planning, developing, and drafting management and administration documents for the Human Rights Commission. This hybrid meeting will be a limited public forum to discuss the agenda items presented below and to ensure the continuity of services provided by the Commission. The Commission Chair may limit public comments or discussion points that are unrelated to agenda items or that pertain to topics outside the scope of this Agenda. This will be a hybrid meeting open to the public, and registration information for remote participation is available at www.charlottesville.gov/zoom.

Members of the public who attend are welcome to provide public comment during the “matters by the public” sections of the agenda. The Commission welcomes comments and questions and commits to listening carefully and thoughtfully to what is presented. A maximum of sixteen public comment time slots are allotted per meeting. Each speaker will have three minutes to speak. The Commission requests that members of the public refrain from engaging in personal attacks against Commissioners and staff members and asks that comments and questions focus on matters related to human rights within the City.

1. WELCOME

- a. Call to order
- b. Roll call
- c. Mission (recited by all): *Act as a strong advocate to justice and equal opportunity by providing citywide leadership and guidance in the area of civil rights.*
- d. Notice: For members of the public participating virtually, if you experience technical difficulties, you may call 434-970-3115, and a staff person will assist you.

2. MATTERS BY THE PUBLIC – IN PERSON ATTENDEES ONLY

- a. Public Comment

3. WORK SESSION

- a. Case 2020-2 Discussion and Public Hearing Vote
- b. City Policy Recommendations Discussion and Letter
- c. Work Plan check in
- d. New business

4. MATTERS BY THE PUBLIC – IN PERSON AND VIRTUAL ATTENDEES

- a. Public comment (Webinar attendees use the “raise hand” function, phone attendees use *9)
- b. Commission response to Matters by the Public

5. COMMISSIONER UPDATES

6. NEXT STEPS & ADJOURN

* ACTION NEEDED

Individuals with disabilities who require assistance or special arrangements to participate in the public meeting may call the ADA Coordinator at (434) 987-1267 or submit a request via email to ada@charlottesville.gov. The City of Charlottesville requests that you provide a 48-hour notice so that proper arrangements may be made.

Attachment 2

Martha's Rules of Order
As adopted by the HRC on February 20, 2020

1. The proposal is presented. Clarifying questions are taken.
 - a. Proposal should always be in writing.
2. Friendly amendments are offered. Discussion is allowed only on the amendments.
 - a. Amendments should be prepared in advance when possible.
3. Speakers in favor of the proposal present their views.
 - a. This is not a time for debate.
 - b. Time limits should be set and enforced.
4. Speakers in opposition to the proposal present their views.
 - a. This is not a time for debate.
 - b. Time limits should be set and enforced.
5. General discussion and/or debate OR small group discussion time on the proposal is allowed.
 - a. Time limit on discussion is set by the group.
 - b. Facilitator helps group identify key issues.
 - c. Motion to table or refer is in order and requires $\frac{3}{4}$ vote.
6. First vote is taken.
 - a. People vote
 - i. In favor of the proposal, or
 - ii. Can live with the proposal, or
 - iii. Opposed to the proposal.
 - b. If a majority of those present votes "in favor" or "can live with," proceed to Step 8.
 - c. If less than a majority of those present votes "in favor" or "can live with," proposal dies.
7. Those voting in opposition are allowed to state their objections and concerns.
 - a. No discussion is allowed, only clarifying questions.
8. The second vote is taken as in Step 6.
 - a. It takes a majority of those present to override objections and pass the proposal.

Attachment 3

Complaint File

[REDACTED]

v.

[REDACTED]

[REDACTED]

Complainant

)

)

)

)

)

)

)

) OHR Case No. 2020-2

)

)

)

)

Respondent

)

INVESTIGATIVE REPORT

Investigative Summary

[REDACTED] v. [REDACTED]

INVESTIGATIVE SUMMARY

██████████ V. ██████████

OHR Case No. 2020-2

The names of the Complainant(s), Respondent(s), Witness(es), and affiliates of each have been replaced with the following labels to minimize redaction when this report is disclosed to parties to the complaint:

- Complainant = ██████████
- Respondent = ██████████
- Respondent Affiliate 1 = ██████████
- Respondent Affiliate 2 = ██████████
- Witness 1 = ██████████
- Witness 2 = ██████████

Throughout the investigative summary, parenthetical citations are used to indicate the specific source of facts.

- *The letter refers the tabbed section of the investigative report in which the document can be found.*
- *The number refers to the specific document within the tabbed section.*
- *Additional detail is included, as needed, to refer to specific parts of a cited document.*

Example: (E-1, Line 3) refers to line 3 of document 1, located in tabbed section E.

Complainant, self-identified as a Black woman, completed a confidential intake and formal complaint of Housing discrimination, on the basis of Race (A-1) with the Office of Human Rights on November 12, 2020. The claim accepted for investigation in OHR Case No. 2020-2 is:

Whether the Respondent discriminated in housing against Complainant on the basis of race when she was refused the opportunity to rent ██████████ on November 12, 2020 (B-1).

- Date(s) of alleged discriminatory events: November 12, 2020 (A-1)
- Date of a confidential intake and formal complaint of discrimination: November 12, 2020 (A-1)
- Date of authorization to Investigate: November 25, 2020 (A-2)
- Date of Complainant Notice of Investigation: December 28, 2020 (B-1)
- Date of Respondent Notice of Investigation: December 28, 2020 (B-2)

Complainant filed an accusation of unlawful discrimination under the Charlottesville Human Rights Ordinance pertaining to the protected activity of housing on the basis of the protected class of race. The model of proof includes the following:

1. Complainant was engaged in a protected activity.
 - a. (A-1, Box 4)
 - b. (A-3, Line 2)
 - c. (E-1, Line 4)
2. Complainant self-identifies as a member of a protected class.
 - a. (A-1, Box 3)
 - b. (A-3, Line 1)
 - c. (E-15)
3. Complainant was refused service by Respondent.
 - a. (A-1, Box 6)
 - b. (A-3, Line 25)
 - c. (E-1, Line 36)
 - d. (E-35)
4. Respondent articulates legitimate, nondiscriminatory reasons for refusing service to Complainant.
 - a. (E-1, Line 8)
 - b. (E-1, Line 10)
 - c. (E-1, Line 21)
 - d. (E-1, Line 31)
 - e. (E-1, Line 35)
 - f. (E-1, Line 36)
 - g. (E-1, Line 38)
 - h. (E-1, Line 39)
 - i. (E-1, Line 40)
 - j. (E-1, Line 41)
5. The reasons advanced by Respondent are a pretext to hide discrimination.
 - a. In response to (E-1, Line 8)
 - i. (A-4, Line 7)
 - b. In response to (E-1, Line 10)
 - i. (A-4, Line 8)
 - ii. (E-10)
 - c. In response to (E-1, Line 21)
 - i. (A-4, Line 9)
 - ii. (A-4, Line 10)
 - iii. (A-4, Line 11)
 - iv. (A-4, Line 12)
 - v. (A-4, Line 25)
 - vi. (E-17)
 - vii. (E-34)
 - d. In response to (E-1, Line 31)

- i. (A-4, Line 11)
 - ii. (E-15, Residential Lease, Page 2)
 - iii. (E-30 & E-31, Residential Lease, Page 2)
- e. In response to (E-1, Line 35)
 - i. (A-4, Line 6)
 - ii. (A-4, Line 10)
 - iii. (A-4, Line 15)
 - iv. (A-4, Line 16)
 - v. (A-4, Line 20)
 - vi. (A-4, Line 32)
- f. In response to (E-1, Line 36)
 - i. (A-4, Line 16)
 - ii. (A-4, Line 19)
 - iii. (A-4, Line 23)
 - iv. (A-4, Line 27)
- g. In response to (E-1, Line 38)
 - i. (A-4, Line 8)
 - ii. (E-13)
 - iii. (E-14)
 - iv. (E-15)
- h. In response to (E-1, Line 39)
 - i. (A-3, Line 7)
 - ii. (A-4, Line 8)
 - iii. (E-13)
 - iv. (E-14)
 - v. (E-15)
- i. In response to (E-1, Line 40)
 - i. (A-4, Line 22)
 - ii. (A-4, Line 23)
- j. In response to (E-1, Line 41)
 - i. (E-13)
 - ii. (E-14)
 - iii. (E-15)

Summary of Evidence

1. In October 2020, Complainant (who self-identifies as a Black woman) (A-3, Line 1) (E-15) and her partner Witness 1 (who self-identifies as White) (E-2, Line 1) saw an online advertisement for an apartment for rent at [REDACTED] Witness 1 contacted Respondent for more information.
2. On October 18, 2020, Witness 1 received an email from Respondent Affiliate 2, Respondent's Managing Agent, offering him the option to take a self-guided tour of [REDACTED] (E-4).
 - a. Respondent Affiliate 1, Respondent's President (who self-identifies as American Indian in terms of race and brown in terms of skin color) (E-1, Line 1), stated that all properties listed by

Respondent are listed through an online platform called ShowMojo, which posts duplicate versions of property listings on various websites that advertise available rental properties (E-1, lines 22-23). Interested applicants can schedule self-guided tours of properties through ShowMojo (E-1, lines 28 & 38).

- i. Respondent Affiliate 1 provided examples of the advertisement for [REDACTED], as distributed by ShowMojo to Apartments.com, Trulia.com, Zillow.com, and Hotpads.com (E-5).
 - b. Based on the above-mentioned email that Witness 1 received from Respondent Affiliate 2, Witness 1 found the listing on Zillow.com, and the email he received offering to schedule a tour was an automated reply from ShowMojo in response to Witness 1 expressing interest in the property through Zillow.com (E-4).
 - c. Witness 1 confirmed using the online system to set up a self-guided tour of the unit (E-2, Line 5). Witness 1 also assumed that the emails from Respondent Affiliate 2 were automated responses (E-2, Line 15).
3. On October 22, 2020, following Complainant and Witness 1's self-guided tour on October 21, 2020, Respondent Affiliate 2 sent Witness 1 an email inviting him to apply for the unit (E-6).
 - a. Based on the email address listed for Respondent Affiliate 2 in the above email, this email appears to be an automated response through ShowMojo (E-6).
4. On October 22, 2020, Witness 1 applied for [REDACTED] using Respondent's online application system. Witness 1 intended to apply for both himself and Complainant but made a mistake and only applied for himself (A-3, Line 3) (E-2, Line 2). He paid the \$45 application fee when he submitted the application and received an automated email confirming payment. (E-12)
5. Complainant submitted a second application that included both herself and Witness 1 (A-3, Line 3) (E-2, Line 3). Complainant paid two \$45 application fees, one for Witness 1 and one for herself, when submitting this application (E-11).
6. Per Respondent's application records, Complainant is listed as the primary applicant on both her and Witness 1's applications (E-7) (E-8). Both Complainant and Witness 1's email addresses appear on the applications (E-7) (E-8).
 - a. Respondent Affiliate 1 stated that Respondent uses software called PropertyWare to manage and review applications (E-1, Line 9).
7. On October 22, 2020, Respondent Affiliate 1 sent an email to Complainant confirming receipt of her application and requesting that she and Witness 1 submit proof of income documentation (E-13).
 - a. In his affidavit, Respondent Affiliate 1 stated that he is not accustomed to receiving financial verification information via email and that applicants are instructed to upload financial information during the online application process (E-1, Line 10).
 - b. The applicant information for both Complainant and Witness 1 includes an introductory statement indicating that applicants will be asked to submit verification of income, but it does not state that verification of income must be uploaded (E-7) (E-8).
 - c. A printable version of the application form (E-9) acquired on March 4, 2021, from the Respondent website, as well as a the first page of the online application form, last viewed on August 25, 2021 (E-10), shows revised language regarding the submission of verification of income, and encouraging but not requiring the uploading of documents to the application.
8. Complainant responded to Respondent Affiliate 1's email on October 22, 2020. She included a copy of her paystub from her employer, [REDACTED] (E-13), and he reported an income of \$4,000 per month from [REDACTED]. Complainant also provided a link to a website with information about her fellowship, which she reports added \$20,000 per year to her income (E-13) (E-14) (E-15).

- a. When reviewed on March 22, 2021, using the link provided in Complainant's email (E-13), the [REDACTED] Fellowship website featured Complainant's picture on both the home page (E-14) and her profile page (E-15). The profile page also contains written information identifying Complainant's race. The fellowship website did not provide information regarding the reported additional \$20,000 in annual income.
 - b. Respondent Affiliate 1 confirmed receipt of Complainant's email on October 22, 2020, but he stated that he was not aware of Complainant's race (E-1, Line 10). Respondent Affiliate 1 stated that he did not look at the link that Complainant sent regarding the [REDACTED] Fellowship, because he was not accustomed to receiving income verification information over email, because applicants are asked to submit financial information through the online application (E-1, Line 10).
 - c. The record contains no evidence that Respondent Affiliate 1 requested further information regarding Complainant's reported income from the [REDACTED] Fellowship.
 - d. Complainant stated that the online application system did not request that she and Witness 1 upload financial information, and asserts that, had the system asked for this information, she could have easily uploaded the information that she later sent to Respondent Affiliate 1 in an email (A-4, Line 8). Complainant stated that the online application said that applicants would receive a follow-up for income verification and confirmed that Respondent Affiliate 1 sent her an email requesting this information (A-4, Line 8).
 - e. Copies of Complainant's and Witness 1's applications supplied by Respondent confirm Complainant's account that the application stated that applicants would be asked to submit verification of income (E-7) (E-8). Under the "Other" section of the application, there is a caption that says, "Please submit verification of income" (E-7) (E-8).
 - f. A printed version of the application from March 4, 2021, shows a different introductory paragraph from Complainant and Witness 1's applications. The new introductory paragraph includes text indicating that uploading income verification information would expedite the application process. It also provides an option to email Respondent if uploading the documents is not possible. When checked again on August 25, 2021, the Respondent's website appears to no longer offer a printable application. (E-9)
9. On October 24, 2020, Respondent Affiliate 1 sent a follow-up email to Complainant, requesting financial information (E-16).
 10. Complainant responded to Respondent Affiliate 1 on October 24, 2020, asking if he was seeking financial information about Witness 1, as she had already emailed her information (E-16).
 11. On October 24, 2020, Respondent Affiliate 1 replied to Complainant affirming that he was seeking Witness 1's financial information (E-16).
 12. On October 24, 2020, Witness 1 sent Respondent Affiliate 1 an email, providing information about his income, as well as contact information for his mother (E-16). Witness 1 reported that his income totaled \$3,000 per month and came solely from his parents.
 13. On October 25, 2020, Witness 1's mother, Witness 2, emailed Respondent Affiliate 1 and provided a phone number at which to reach her (E-16).
 14. On October 28, 2020, Complainant sent Respondent Affiliate 1 an email referencing a phone call she had with him on "Monday," which is presumed to be October 26, 2020 (E-16). In the email Complainant asked about the lease agreement and potential start dates. Respondent Affiliate 1 did not respond by email to Complainant's questions.
 - a. Complainant stated that this was her only phone conversation with Respondent Affiliate 1. She stated that the topic of their phone conversation centered on her and Witness 1's ability to qualify for the apartment based on income (A-3, Line 6).

- b. Complainant noted that Respondent Affiliate 1 had difficulty saying her name over the phone, trying several different pronunciations before Complainant could introduce herself (A-3, Line 7). Complainant stated that this gave her the impression that Respondent Affiliate 1 was making assumptions about her and Witness 1's race (A-3, Line 7).
 - c. Complainant noted a difference in the level of scrutiny Respondent Affiliate 1 applied to her and Witness 1's finances, as compared to other landlords with whom she had interacted (A-3, Line 9). Complainant believed that Respondent Affiliate 1 treated her and Witness 1 differently because they were an interracial couple and because she identifies as a Black woman (A-3, Line 9).
 - d. Respondent Affiliate 1 stated that the phone call on occurred on November 2, 2020. He also said that the conversation focused on the security deposit and that Complainant was upset (E-4, Line 19).
 - e. Complainant refuted Respondent Affiliate 1's assertion that she was upset on the phone call and that the call was solely about the security deposit (A-4, Line 4). Complainant stated that the discussion focused primarily on Witness 1's income and credit score (A-4, Line 4). Complainant stated that Respondent Affiliate 1 seemed more comfortable renting to her and Witness 1 after seeing Witness 1's high credit score (A-4, Line 4).
 - f. Complainant also stated that, during the phone call, Respondent Affiliate 1 said that Witness 2 would need to sign as a Guarantor of Lease (A-4, Line 4).
 - g. Complainant said that because Respondent Affiliate 1 stated that they would not qualify based on income, she and Witness 1 thought they were being asked to pay two month's rent for the security deposit in addition to a pet deposit, which was why they chose to work with Witness 2 as a guarantor (A-4, Line 9). She believed that, with a guarantor, the deposit would go back to one month's rent, and noted that she did not see information on the property advertisement stating that one and half month's rent was required for tenants with pets (A-4, Line 9). Complainant also said that once she and Witness 1 learned the reason for the security deposit being equal to one and a half month's rent they were not opposed to the amount, but they did not understand it initially (A-4, Line 1).
 - h. Property details for [REDACTED] downloaded the Respondent's website on November 12, 2020, state that with pets the security deposit is raised to 1.5x the monthly rent, and that pet rent is \$25 per pet, per month (E-18).
15. On October 28, 2020, Respondent Affiliate 1 sent an email to Witness 2, confirming a November 15, 2020, commencement date and stating that Complainant and Witness 1 would either have to provide a security deposit equal to two month's rent or have Witness 2 sign a Guaranty of Lease document (E-16).
- a. Respondent Affiliate 1 stated that the income requirement for tenant eligibility is on the application and in the advertisement for the property (E-1, Line 1).
 - i. The Respondent's application contains a link to a Tenant Qualification Acknowledgement (E-17). In the application introduction, applicants instructed are to read the Tenant Qualification Acknowledgement before applying. (E-7)(E-8)(E-10)
 - ii. The Tenant Qualification Acknowledgment states that applicants must have a verifiable source of income equal to three times the rental rate, and, if an applicant has no income, a guarantor must be obtained, or the applicant may be declined (E-17).
 - iii. The property details listed on the Respondent's website on November 12, 2021, also state that applicant income must be 3x the monthly rent to qualify (E-18).
 - b. Respondent Affiliate 1 stated that Complainant and Witness 1's reported monthly income was \$4,000, and the minimum monthly income requirement was \$4,238.85 (E-1, Line 12). For this

reason, Respondent Affiliate 1 told Complainant and Witness 1 they would have to pay a security deposit equal to two month's rent or have Witness 2 sign as a guarantor (E-1, Line 12).

- i. Complainant's reported annual income of \$20,000 from her [REDACTED] Fellowship was not factored into Respondent Affiliate 1's calculation of Complainant and Witness 1's combined income (E-1, Line 8).
 1. The monthly income from Complainant's fellowship would presumably be \$1,666.67 ($\$20,000 / 12 = \$1,666.67$).
 2. Adding her fellowship income to her income from [REDACTED] yields a combined monthly income of \$5,666.67 ($\$1,666.67 + \$4,000 = \$5,666.67$).
 3. \$5,666.67 is greater than the minimum income requirement of \$4,238.85 for [REDACTED]
 - ii. Respondent Affiliate 1 acknowledged having received Complainant's email from October 22, 2020, in which she included a link to information about her fellowship, though he asserts that he did not click on the link and that tenants are directed to upload financial verification information via the online application rather than submitting information via email (E-1, Line 10).
 1. Respondent Affiliate 1 sent Complainant an email requesting verification of income/employment on October 22, 2020, at 8:04 pm (E-13).
 2. Complainant responded to Respondent Affiliate 1's request via email on October 22, 2020, at 8:18 pm (E-13).
 - c. Witness 2 confirmed that she agreed to sign as Guarantor on Complainant and Witness 1's lease (E-3, Line 3). Respondent Affiliate 1 sent her the Guaranty of Lease document via email and she signed it (E-3, Line 4).
 - d. The signed Guaranty of Lease document is included in the first version of the lease agreement (E-21). Witness 2 stated that she did not see a copy of the full lease agreement that Complainant and Witness 1 were considering (E-4, Line 8).
 - i. The DocuSign eSignature page for the lease agreement from October 30, 2020, confirmed that Respondent Affiliate 1 had signed the lease agreement on October 30, 2020, at 12:06 pm, and that Witness 2 signed the lease agreement on the same date at 1:32 pm (E-22).
 - e. Witness 2 stated that she communicated with Respondent Affiliate 1 via email and over the phone once or twice, and at no point was there any mention of Complainant's race (E-3, Line 5 & 6).
 - f. Witness 2 said that Respondent Affiliate 1 did not ask for verification of the \$2,500 payment that she provides monthly to Witness 1 (E-3, Line 7).
16. On October 30, 2020, at 9:05 am, Witness 1 received an automated email from [REDACTED] stating that the apartment at [REDACTED] had been taken off the market (E-19).
17. On October 30, 2020, at 12:06 pm, Witness 1 received an automated email from Respondent Affiliate 1 via DocuSign, notifying him that the lease was ready for signature (E-20).
- a. The version of the lease sent via DocuSign on October 30, 2020, included the Guaranty of Lease agreement signed by Witness 2 (E-21) (E-22). A copy of this lease was provided by Complainant on August 2, 2021.
 - b. The initial lease agreement showed a base rent of \$1,425 and a pet rent of \$50 for a total monthly rent of \$1,475. The lease listed a pro-rated first-month's rent of \$786.72 from 11/15/20 to 11/31/20 and a lease term from 11/15/20 to 11/31/21. Other monthly fees included a \$12.95 Renters Liability Program and \$10 for Second Nature. (E-21, Residential Lease, Page 2)

- i. The Total Rents Due for the Lease Term were \$18,762.12. The Total Rents Due appears to be calculated as follows: $[(\$1,425 + \$50) \times 12] + \$786.72 + [(12.95 + \$10.00) \times 12] = \$18,762.12$.
 - ii. The Per Diem Rent is shown as \$49.17. The Per Diem Rent appears to be calculated as follows: $(\$1,425 + \$50) / 30 = \$49.1666667$, rounded to \$49.17.
 - iii. The Prorated rent 11/15/20 to 11/31/20 appears to be calculated as follows: $\$49.17 \times 16 = \786.72 .
 - iv. These calculations were not explained in the lease agreement or in any evidence provided by the complainant, respondent, or witnesses.
 - c. The lease showed a move-in security deposit of \$2,137.50. The security deposit amount shown is equal to one and a half month's base rent ($1.5 \times \$1,425 = \$2,137.50$). The full \$2,137.50 is listed on the "Move-in Security Deposit" line, and the Pet Deposit (Additional Security Deposit) line is left blank. (E-21, Residential Lease, Page 2)
 - i. The lease agreement states that the security deposit may include a pet deposit (E-21, Residential Lease, Page 3). The lease agreement pet addendum specifies that tenants with pets agree to pay an additional half month's rent toward their refundable security deposit (E-21, Pet Addendum, Page 3).
 - ii. Property details from the Respondent's website from November 12, 2020, state that, for tenants with pets, the security deposit is raised to 1.5x the monthly rent (E-18).
 - d. The Pet Addendum, which is included in the lease agreement, shows a pet rent of \$25 per month (E15, Pet Addendum, Page 3). The Residential Lease, as noted above, shows a pet rent of \$50 (E15, Residential Lease, Page 2). This difference was not explained in any evidence provided by the complainant, respondent, or witnesses.
- 18. On November 2, 2020, at 9:28am, Witness 1 received another automated email from Respondent Affiliate 1 via DocuSign, notifying him that the lease was ready for signature (E-24).
 - a. Respondent Affiliate 1 stated that DocuSign is set up to automatically resend the lease to the prospective tenant until the lease is signed or the transaction is ended (E-1, Line 17).
- 19. On November 2, 2020, at 3:31pm, Complainant sent Respondent Affiliate 1 a follow-up email with a list of questions relating to the lease agreement and the property in general (E-23). In the email, Complainant stated that she felt the security deposit was unreasonably high, and that she and Witness 1 would prefer to pay a security deposit equal to one month's rent. She also expressed a need for clarification about conflicting information in the lease regarding subletting the apartment, the pet rent (listed as \$50 in one place in the lease and \$25 in another place), and lawn care. Respondent Affiliate 1 did not respond to this email.
 - a. Respondent Affiliate 1 reported that he spoke to Complainant over the phone on November 2, 2020, after receiving her email and answered her questions about the security deposit (E-1, Line 19). Respondent Affiliate 1 states that he explained that the security deposit was equal to one and half month's rent because Complainant and Witness 1 had a pet and that the security deposit was non-negotiable (E-1, Line 19).
 - i. On March 31, 2021, Respondent Affiliate 1 provided examples of the advertisement for [REDACTED] as distributed by ShowMojo to Apartments.com, Trulia.com, Zillow.com, and Hotpads.com and noted that all advertisements for the unit indicate that the security deposit is equal to 1.5x the monthly rent for tenants with pets (E-5).
 - ii. Property details for [REDACTED] downloaded the Respondent's website on November 12, 2020, state that with pets the security deposit is raised to 1.5x the monthly rent, and that pet rent is \$25 per pet, per month (E-18).

- b. Complainant asserts that she only spoke to Respondent Affiliate 1 over the phone once (A-3, Line 6) (A-4, Line 6). An email that Complainant sent on October 28, 2020, on 11:52am, suggests that Respondent Affiliate 1 and Complainant spoke by phone on October 26, 2020 (E-16). If the only phone conversation between Complainant and Respondent Affiliate 1 occurred on October 26, 2021, then Respondent Affiliate 1 would not have received Complainant's email with questions from November 2, 2020, prior to the call (E-23).
 - c. The lease was not provided to Complainant and Witness 1 prior to October 30, 2020, and the only other correspondence regarding the security deposit amount, prior to the sharing of the lease agreement, was an email from Respondent Affiliate 1 on October 28, 2020, at 11:58am (after Complainant's email at 11:52am referencing the October 26, 2020, phone call) in which he states the security deposit would be twice the monthly rent unless Witness 2 were to sign a Guaranty of Lease (E-16).
- 20. On November 5, 2020, at 3:55am, Witness 1 received another automated email from Respondent Affiliate 1 via DocuSign, notifying him that the lease was ready for signature (E-25).
- 21. On November 8, 2020, at 4:07am, Witness 1 received another automated email from Respondent Affiliate 1 via DocuSign, notifying him that the lease was ready for signature (E-26).
- 22. On November 8, 2020, at 6:43pm, Respondent Affiliate 1 sent Complainant an email asking if she was still interested in [REDACTED] (E-23). In this email, Respondent Affiliate 1 did not respond to the questions that Complainant raised about the lease and the property in her email on November 2, 2020.
- 23. On November 9, 2020, Complainant replied to Respondent Affiliate 1's email noting that they were still interested but that the financial terms kept changing each time that Respondent Affiliate 1 shared the lease and that the financial request to begin the contract was ridiculously high (E-23). Respondent Affiliate 1 did not respond to Complainant's email.
 - a. Respondent Affiliate 1 stated that after receiving Complainant's email on November 9, 2020, it was clear to him that Complainant and Witness 1 were no longer interested in moving forward (E-1, Line 31). Respondent Affiliate 1 states that at this point Respondent decided to relist the property, lower the rent, and find another tenant that was interested in signing the lease (E-1, Line 31).
 - b. Respondent Affiliate 1 reported that he did not speak to Complainant after receiving the email on November 9, 2020. He said that he was always available phone and always responded to emails. He stated that it was clear that security deposit would be one and half times the rent because of the pet. He said that it did not appear that Complainant wanted to pay the increased security deposit. (E-1, Line 32)
 - c. Respondent Affiliate 1 stated that he thought that some of Complainant's questions would have probably best been handled by a phone call (E-1, Line 33). Respondent Affiliate 1 states that he chose not to follow up with Complainant after the email on November 9, 2020, because he felt that the way she worded the email included a lot of untruth (E-1, Line 34). Respondent Affiliate 1 states that if there was confusion, they should have picked up the phone and called (E-1, Line 35). He states that he did not call Complainant because he thought that he had answered all of their questions (E-1, Line 35).
 - d. Complainant stated that she and Witness 1 were interested in the property at the time she sent the email on November 9, 2020, but they still had questions. She felt like she and Witness 1 were receiving different versions of the lease each time it was shared via DocuSign, and this made them feel uneasy. (A-3, Line 21)
 - e. Complainant stated that Respondent Affiliate 1 did not respond to the three emails that she had sent with questions. In his email on November 8, 2020, Respondent Affiliate 1 did not respond

- to any of their questions but only asked if they were still interested in renting the unit. This prompted her to send the email on November 9, 2020, with a list of questions. (A-4, Line 10)
- f. Complainant stated that she and Witness 1 had questions about the unit after their self-guided tour. She noted that their questions were not intended to annoy Respondent, they felt they were normal questions that a tenant might ask after a self-guided tour. (A-4, Line 15)
24. On November 11, 2020, at 3:32 am, Witness 1 received another automated email from Respondent Affiliate 1 via DocuSign, notifying him that the lease was ready for signature (E-27).
 25. On November 12, 2020, at 8:53 am, Witness 1 received an email from Respondent Affiliate 1 via DocuSign stating that the lease had been voided because the “envelope has been deleted and was therefore automatically voided” (E-28).
 26. On November 12, 2020, at 8:54 am, Witness 1 received an email notifying him that the lease posted on DocuSign had been revised to remove the \$10 monthly charge for Second Nature (E-29).
 - a. The evidence indicates there were two version of the lease (E-15) (E-19 and E-38).
 - i. The lease included as Tab E-21 in the evidentiary record was provided by Complainant on August 2, 2021.
 - ii. The lease included as Tab E-30 in the evidentiary record was provided by Respondent Affiliate 1 on March 26, 2021.
 - iii. The lease included as Tab E-31 in the evidentiary record was provided by Complainant on August 2, 2021.
 - b. The leases included as Tabs E-30 and E-31 appear to be the same and appear to have been created on November 12, 2020, based on Respondent Affiliate 1’s dated signature in the lease (E-30 and E-31, Residential Lease, Page 15) and the DocuSign eSignature record from November 12, 2020 (E-32).
 - i. The version of the lease included as Tabs E-30 and E-31 differs from the lease included as Tab E-21 in the following ways:
 1. The monthly Second Nature fee of \$10, found in the previous lease (E-21, Residential Lease, Page 2), has been removed (E-30 and E-31, Residential Lease, Page 2).
 - a. This coincides with the email Witness 1 received from Respondent Affiliate 1 via DocuSign, on November 12, 2020, at 8:54am, stating that Second Nature was removed from the lease because it does not apply at this property (E-29).
 2. Total Rents Due for the Lease Term decreased from \$18,762.12 in the lease included as Tab E-21 (E-21, Residential Lease, Page 2) to \$18,642.12 in the lease included as Tabs E-30 and E-31 (E-30 and E-31, Residential Lease, Page 2).
 - a. Total Rents Due for the Lease Term in the lease included as Tabs E-30 and E-31 are presumed to have been calculated as follows: $[(\$1,425 + \$50) \times 12] + \$786.72 + (12.95 \times 12) = \$18,642.12$.
 3. The Guaranty of Lease Agreement in the lease included as Tabs E-30 and E-31 no longer contains Witness 2’s signature (E-21, Guaranty of Lease, Page 2) (E-30 and E-31, Guaranty of Lease, Page 2).
 4. Respondent Affiliate 1’s signature, in all places where it appears in the lease included as Tab E-21, is dated 10/30/2020 (E-21). In the lease included as Tabs E-30 and E-31, Respondent Affiliate 1’s signature is dated 11/12/2020 (E-30 and E-31).
 - c. Both versions of the lease list the monthly pet rent as \$50 on page 2 of the Residential Lease and as \$25 on page 3 of the Pet Addendum.

- d. With the removal of the \$10 monthly charge for Second Nature, the Total Rents Due for the Lease Term went from \$18,762.12 in the previous lease (E-21) to \$18,642.12 in the revised lease (E-30 and E-31). There was no evidence that this change was explained to Complainant and Witness 1, aside from the email that Witness 1 received about the lease revision (E-29).
 - e. Respondent Affiliate 1 stated that he recalled only signing one lease and did not recall a revised lease (E-1, Line 16). Respondent Affiliate 1 states that an internal review of the DocuSign system showed only one version of the lease agreement was used throughout the application process (E-1, Line 16, Investigator's Note).
 - f. Complainant stated that she was able to log on to DocuSign in May 2021 to confirm that there was more than one version of the lease (A-4, Line 11). She provided copies of the two versions of the lease, included as Tabs E-21 and E-31 in the evidentiary record.
 - g. She noted that the figures were different on page 2 of the Residential Lease between the two versions of the lease agreement (A-4, Line 11). Complainant said that she did not understand the change then and did not know how the Total Rents Due were calculated (A-4, Line 11). Complainant stated that this added to her and Witness 1's anxiety that Respondent was trying to make it hard for them to rent the unit and that maybe Respondent did not want to rent to them (A-4, Line 11).
 - h. Complainant stated that she and Witness 1 tried to add up the numbers on page 2 of the lease agreement to calculate the Total Rents Due for the Lease Term, but they were unable to figure out the calculation (A-4, Line 3). She said that she sent Respondent Affiliate 1 emails asking for clarification about this and the pet rent but got no response (A-4, Line 2) (A-4, Line 3) (E-23).
 - i. Complainant stated she did not understand why it was taking weeks to process the lease or why things were changing (A-4, Line 12). She stated that it was hard to know whether she and Witness 1 were being overcharged and that Respondent Affiliate 1 did not answer any of their emails about these concerns (A-4, Line 12).
27. On November 12, 2020, at 9:34 am, Witness 1 received an email notifying him that the rent for [REDACTED] [REDACTED] had been reduced (E-33).
- a. A review of the Respondent's listing for the property on November 12, 2020, at 4:29 pm, confirmed that the unit had been relisted at the lower rent of \$1,375 (E-36). The same lower rent is shown on the property details on November 12, 2020, at 4:31 pm (E-37).
 - b. This relisting appeared to indicate that the property was back on the market, in contradiction to the automated email that Witness 1 received from [REDACTED] Respondent Affiliate 1 on October 30, 2020, stating that the property had been taken off the market (E-19).
 - c. Complainant notes that Respondent Affiliate 1 did not directly offer the lower rent to her and Witness 1 (A-3, Line 23).
 - d. In the lease sent to Witness 1 by Respondent Affiliate 1 via DocuSign on November 12, 2020, at 8:54 am, the base rent is listed as \$1,425 (E-30 and E-31).
 - e. Respondent Affiliate 1 confirmed having changed the listing rent for [REDACTED] [REDACTED] on November 12, 2020, at 9:34 am, from \$1,425 to \$1,375. He stated that these changes are made on ShowMojo and anyone who has expressed interest in the property will receive an email from ShowMojo notifying them of the change (E-1, Line 27).
 - f. Respondent Affiliate 1 stated that he and his colleagues and the Respondent had discussed lowering the price on the unit prior to Complainant and Witness 1 applying (E-1, Line 29).
 - g. Respondent Affiliate 1 stated that when Complainant and Witness 1 applied at the \$1,425 rental rate, he saw no need to adjust the rent, because Respondent had found a tenant (E-1, Line 29).

- h. Respondent Affiliate 1 stated that when Complainant and Witness 1 chose not to sign the lease, there were no other applicants or interest in the property, so Respondent decided to lower the price to generate more interest and activity on the property (E-1, Line 29).
 - i. Respondent Affiliate 1 noted that the owner of the property told him if he did not rent the property by a certain date, that the owner would change pitchers, and that the failure to rent this property might result the loss of management of other properties for this owner (E-1, Line 30).
 - j. Respondent Affiliate 1 noted that the reason only Witness 1 received the email regarding the change in price was because only Witness 1's email was in the ShowMojo system, likely because his email was used to schedule the self-showing and to submit the application (E-1, Line 28).
 - k. Respondent Affiliate 1 stated that the \$1,375 price was absolutely available to Complainant and Witness 1, and notes that they were aware of the price because Witness 1 was notified by email on November 12, 2020 (E-1, Line 30).
 - l. Complainant confirmed that she did not receive the email notification regarding the reduced price for the unit (A-4, Line 13). She stated that she believed that reason only Witness 1 received the email is because he applied for the unit twice, once by himself, and once with her (A-4, Line 13). Complainant states that, as a Black woman applying, it felt weird to see that Witness 1 got the notification and she did not, especially since the second application he submitted was under her application name (A-4, Line 13). The payment receipt Complainant received by email after she and Witness 1 submitted their joint application lists Complainant as the Payer, and the receipt was emailed to her email address (E-8). Both applications list Complainant as the primary applicant (E-7) (E-8).
 - m. Complainant stated that Respondent had taken the advertisement for the unit off its website when she and Witness 1 expressed interest (A-4, Line 14). This is supported by the email that Witness 1 received notifying him that the unit had been taken off the market on October 30, 2020 (E-19). She stated that they reposted the unit with the lower price but did not offer it to her and Witness 1 (A-4, Line 14). The reposting of the unit at a lower price was confirmed by checking the Respondent's website on November 12, 2020, at 4:29 pm (E-36).
28. On November 12, 2020, at 11:21 am, Complainant emailed Respondent Affiliate 1 asking about the new version of the lease, sent at 8:54 am earlier that day, and about the relisting of the property at a lower price. In this email, Complainant expressed that the process made Witness 1 and her feel as though Respondent Affiliate 1 did not want an interracial, young couple living in the unit and that he would rather keep the property vacant. Complainant again expressed concern about the financial obligations in the lease and asked if Respondent Affiliate 1 and his team would be willing to working with them rather than create barriers. (E-34)
- a. Complainant stated that when she sent the email referenced above she thought it would be a way for Respondent Affiliate 1 to apologize or explain any confusion or lapse in communication, answer their questions, and express directly that they were welcome to rent at the lower price (A-4, Line 23).
29. On November 12, 2020, at 11:26 am, Witness 1 received an automated email from Respondent Affiliate 1 via DocuSign which stated, "[Respondent] DocuSign: [REDACTED] Lease agreement Revised has been voided for the following reason: tenants are unqualified."
- a. This disqualification appears to have been enacted roughly five minutes after Complainant sent the above referenced email (E-34) expressing concerns that the application process made her and Witness 1 feel unwanted as tenants.
30. On November 12, 2020, at 11:36 am, Respondent Affiliate 1 emailed Complainant and stated that he and his colleagues had never met her and that the application did not ask about race. He followed this

statement with "Shame on you." He then stated that due to the concern of false and inaccurate accusations, Respondent had decided to withdraw the offer to lease the property. (E-34)

- a. Complainant stated that she did not like being shamed and thought that asking questions about Respondent Affiliate 1's intentions for his actions would have given him the opportunity to apologize and provide an explanation. She noted that Respondent Affiliate 1 instead chose void the lease immediately because of her allegation that he was being discriminatory. She noted that he never responded to any of her previous emails with questions but responded when she questioned the motivation behind his unresponsiveness. (A-3, Line 25)
- b. Complainant stated that if Respondent Affiliate 1 thought they were unqualified he would have told them at the beginning, but he did not, and she felt like Respondent was using a different strategy to get her and Witness 1 to not want to rent there. She noted that she and Witness 1 had put other applications on hold, as they waited to hear back from Respondent Affiliate 1. Every other application process was quick and this process took about three weeks. (A-3, Line 27)
- c. Complainant stated that she and Witness 1 really liked [REDACTED]. It was bigger than the unit they were currently renting and cost less. She noted that there are not necessarily a lot of people like her and Witness 1 living in Belmont and wondered if that influenced how Respondent Affiliate 1 governed who got to live there. (A-3, Line 29)
- d. Complainant stated that she was an applicant in Respondent's system but did not get a notification of the lower advertised price, and she felt like Respondent Affiliate 1 was sending a message to her that he took her and Witness 1's application out of consideration (A-3, Line 32).
- e. Respondent Affiliate 1 stated that if there was confusion, Complainant or Witness 1 could have called him, and noted that he and they were not communicating effectively (E-1, Line 35).
- f. Respondent Affiliate 1 stated that Complainant's email on November 12, 2020 (E-34) made it clear that she and Witness 1 were not going to sign the lease, and that this was why he ended the negotiation in writing (E-1, Line 36).
- g. Respondent Affiliate 1 stated that even at the time of the interview for his affidavit he still did not know the race of Complainant or Witness 1 (E-1, Line 37).
- h. Respondent Affiliate 1 stated that no one in the office ever met Complainant or Witness 1 and that Respondent has set up a system to avoid the appearance of discrimination by ensuring that the person that handles showings does not review applications (E-1, Line 38).
- i. Respondent Affiliate 1 stated that the first he learned that Complainant and Witness 1 were an interracial couple was when she disclosed it in her email on November 12, 2020 (E-1, Line 39).
- j. Respondent Affiliate 1 stated that he chose to respond to Complainant's email on November 12, 2020, by email rather than by phone because he was not interested in having a conversation with someone who makes a baseless and unfounded accusation (E-1, Line 40).
- k. Respondent Affiliate 1 stated that it was absurd that Complainant believed her race was disclosed over the telephone (regarding their telephone conversation on October 26, 2020) and asserted that he knew nothing about Complainant's fellowship (E-1, Line 41).
- l. Complainant stated that she and Witness 1 never told Respondent Affiliate 1 that they did not want to sign the lease. She stated that the lease was taken away from them after they asked questions about it. She said that all she wanted was for Respondent to answer their questions and explain why things were the way they were. (A-4, Line 19)
- m. Complainant stated that Respondent Affiliate 1 responded within ten minutes after she sent the email on November 12, 2020, asking directly if Respondent was discriminating. She noted that Respondent Affiliate 1 said that Respondent did not ask about race as part of the application process but that he voided the lease when she asked about discrimination. (A-4, Line 22)

- n. Complainant said that they would have rented [REDACTED] if Respondent had answered their questions. She stated that it felt like they were being strung along by not answering their questions because Respondent had no legitimate reason not to rent to them. At their previous unit they paid \$1,450 per month and they paid \$1,800 per month prior to that. This information was on their applications. (A-4, Line 27) (E-7) (E-8)
- o. Complainant felt that Respondent did not want to rent to her and Witness 1 because they did not look like the people in that neighborhood. She said that through a long process between October 22 and November 12, 2020, Respondent was trying to create a situation not to rent to them without having to tell them outright that they did not want to rent to them. (A-4, Line 28)
- p. Complainant notes that the current tenant pays less rent and a lower pet rent than was presented in the leases they were offered (A-4, Line 26) (E-21, Residential Lease, Page 2) (E-30, Residential Lease, Page 2) (E-1, Line 44).

Remedy Sought by Complainant

Complainant seeks an apology from Respondent. She would like to see changes to Respondent's practices regarding lease agreements. Specifically, she cites that the lack of explanation for changes to the lease agreement was a key reason that she felt the property managers did not want her and Witness 1 to lease the property. (A-1)

Complainant also stated she believes that, if a landlord is found to have discriminated against a prospective tenant, that landlord should be obligated to pay a fine to the City.

Case Index

[REDACTED] v. [REDACTED]

CASE INDEX

█ v. █

OHR Complaint No. 2020-2

TAB A: Formal Complaint, Declaration, and Documents Submitted

- A-1 Intake Questionnaire and Complaint Form, dated November 12, 2020
- A-2 Director's Authorization to Pursue Further Action: dated November 25, 2020
- A-3 Complainant Affidavit: dated April 14, 2021
- A-4 Complainant Affidavit: Rebuttal to Respondent Affiliate 1 Affidavit, dated August 10, 2021

TAB B: Notice of Investigation

- B-1 Complainant Notice of Investigation, dated December 28, 2020
- B-2 Respondent Notice of Investigation, dated December 28, 2020

TAB C: Informal Resolutions

No documents.

TAB D: Appellate Activity

No documents.

TAB E: Evidence and Documents

- E-1 Respondent Affidavit – Respondent Affiliate 1, dated April 26, 2021
- E-2 Witness Affidavit – Witness 1, dated April 14, 2021
- E-3 Witness Affidavit – Witness 2, dated April 30, 2021
- E-4 Email – Offer to tour █ dated October 18, 2020
- E-5 Email - from Respondent Affiliate 1 with screen shots of ads, dated March 31, 2021
- E-6 Email – Post-tour follow-up, dated October 21, 2020
- E-7 Complainant tenant application form, dated October 22, 2020
- E-8 Witness 1 tenant application form, dated October 22, 2020
- E-9 Respondent's Application – printable form, dated March 4, 2021
- E-10 Screen shot – Respondent's online application introductory paragraph, dated August 25, 2021
- E-11 Email – Co-application payment confirmation, dated October 22, 2020
- E-12 Email – Single application payment confirmation, dated October 22, 2020
- E-13 Email – Request for income verification and response, dated October 22, 2020

- E-14 Screen shot – [REDACTED] Fellowship website homepage, dated March 22, 2021
- E-15 Screen shot – [REDACTED] Fellowship website, Complainant profile page, dated March 22, 2021
- E-16 Email thread between Complainant and Respondent Affiliate 1, dated October 22-28, 2020
- E-17 Respondent Tenant Qualification Acknowledgment, dated August 25, 2021
- E-18 [REDACTED] property details, dated November 12, 2020
- E-19 Email – [REDACTED] off market, dated October 30, 2020
- E-20 DocuSign lease notification, dated October 30, 2020
- E-21 Lease agreement version 1, dated October 30, 2020
- E-22 Lease agreement version 1, DocuSign signature history, dated October 30, 2020
- E-23 Email thread between Complainant and Respondent Affiliate 1, dated October 22 – November 9, 2020
- E-24 DocuSign lease signing reminder, dated November 2, 2020
- E-25 DocuSign lease signing reminder, dated November 5, 2020
- E-26 DocuSign lease signing reminder, dated November 8, 2020
- E-27 DocuSign lease signing reminder, dated November 11, 2020
- E-28 DocuSign notification – voided lease agreement, dated November 12, 2020
- E-29 DocuSign lease revision notification, dated November 12, 2020
- E-30 Lease agreement version 2, from Respondent Affiliate 1, received March 29, 2021
- E-31 Lease agreement version 2, from Complainant, received August 2, 2021
- E-32 Lease agreement version 2 DocuSign signature history, dated November 12, 2020
- E-33 [REDACTED] reposting notification, dated November 12, 2020
- E-34 Email thread between Complainant and Respondent Affiliate 1, dated November 12, 2020
- E-35 DocuSign notification – tenants unqualified, dated November 12, 2020
- E-36 Screen shot – [REDACTED] reposting, dated November 12, 2020
- E-37 Screen shot – [REDACTED] reposting details, dated November 12, 2020

Tab A

**Formal Complaint, Declaration,
and Documents Submitted**

Tab A-1

City of Charlottesville Office of Human Rights Intake Questionnaire



Confidential Intake Form

The information requested on this form will help us to help you, the Complainant. The information submitted will determine whether the Office of Human Rights investigates your complaint. Filing with this office does not preclude you from filing with other federal or state agencies. **Please be specific in your responses, and indicate the month, day, and year of the alleged discriminatory action(s).**

1. Complainant Information:		
Name [REDACTED]		
Address [REDACTED]		
City Charlottesville	State VA	Zip [REDACTED]
Phone [REDACTED]	Email [REDACTED]	

FOR OFFICE USE ONLY:
Jurisdictional ☒ -Yes ☐ -No
Referred to: _____ _____
Intake by: Todd Niemeier
Date: 11/12/2020

2. Respondent/Organization Information:		
Name [REDACTED]		
Address [REDACTED]		
City	State	Zip
Phone ()	Email [REDACTED]	
If an employer, number of employees		
Individuals who discriminated against you:		
Title [REDACTED]	Phone [REDACTED]	
Title	Phone	

FOR OFFICE USE ONLY:
☐ Walk-in
☒ Phone call
☒ Email
☐ Appointment
☐ Mail
☐ Other
_____ _____

3. Type of Discrimination:	4. Type of Complaint:	5. Date of Alleged Discrimination (Must have occurred within <u>300</u> <u>days</u> for employment; within <u>180</u> <u>days</u> for other complaints):
☒ Age ☐ Disability ☐ Marital Status ☐ National Origin ☐ Pregnancy/Childbirth ☒ Race/Skin Color ☐ Religion ☐ Sex (includes sexual orientation, transgender status, or gender identity)	☐ Employment ☐ Credit ☒ Housing ☐ Private Education ☐ Public Accommodation	11/12/2020 (really happened over a period 10/24/2020-11/12/2020 6. Issue (for example, denied access, fired, harassed): Denied opportunity to lease property at [REDACTED]

7. If your complaint involves your employment:
Your job title:
Dates of Employment:
Do you currently work here ☐ -Yes ☐ -No

8. Location of Alleged Discrimination Incident:	9. What remedy are you seeking?	10. Have you filed a complaint with another agency?
Area: ☒ Charlottesville ☐ Albemarle County ☐ Fluvanna County ☐ Greene County ☐ Madison County ☐ Nelson County ☐ Louisa County ☐ Other location: _____	☒ apology ☐ job back ☒ Other I would like to see [REDACTED] practices change with handling lease agreements. The amount of times the lease changed and the lack of notification or explanation for certain changes is a key reason why we felt the property managers did not want us to lease the property.	☐ Local _____ Date filed _____ ☐ State _____ Date filed _____ ☐ Federal _____ Date filed _____

11. Are you represented by an attorney?	12. Please indicate any assistance needed:

☐ -Yes ☒ -No If yes please provide name and phone number. 	☐ Translator (indicate language) ☐ Other accommodation
--	--

13. Explain as briefly and clearly as possible what happened and how you were discriminated against. Use the back of this page if you need more space.

My partner and I have been looking for a new home as we're expanding our family. We found the posting for [REDACTED] on Zillow and immediately applied on October 22nd 2020. Two days later (10/24/2020) the president [REDACTED] reached out about our application and asked for supporting documentation of income. Also at this time, my partner, [REDACTED] received a notification that the [REDACTED] posting was no longer available. [REDACTED] had accidentally submitted two applications (one individual and one with me). We quickly realized they were going to pursue the lease with us.

In response to [REDACTED]'s request, [REDACTED] and I shared a good amount information. I shared pay stubs as well as a link to my fellowship profile (a source of income that added 20K to my yearly salary). [REDACTED] shared about his school situation and his parents covering the cost of housing. We were told that we would have to pay 2 months' rent for our security deposit or have a co-signer. [REDACTED] mother confirmed she would co-sign. After some back and forth confirming this, which was quite stressful, we were sent the first lease on October 30th. We were surprised to see some things in the lease, as well as the 1.5x months rent for a security deposit. As [REDACTED] mother was going to co-sign the lease we didn't understand this. We reached out and asked some questions to [REDACTED] about it as there were some irregularities.

We received no direct communication back, instead we got another lease on November 2nd with additional fees included. While the message [REDACTED] sent in the documentation for us to sign said one months rent was required for a security deposit, when we opened the lease agreement we saw that the security deposit was more than this. In addition, this time a non-refundable pet deposit of \$500, on top of the pet rent was included. This made the move in fees even higher. We didn't understand why the financial obligations were changing and reached out to [REDACTED], again he did not respond. At this time we began to feel like this was odd and figured we'd wait for his response. He never gave any, every couple of days we'd receive a notification about the lease ready for our signature. The leases would grow in length, [REDACTED] never responded to our emails but would randomly ask if we were still interested in the property.

This made us feel like he was taunting us in some way. Many times, I thought if we were a white middle-aged couple would he have treated us differently? Would he have answered our questions? We still didn't understand why he didn't do this. He never gave any explanations for why certain financial obligations had changed in the lease. We thought he was treating us differently because of who we were. We thought he was using financial obligations to establish barriers for us. When we saw [REDACTED] had reposted the property on November 11th for \$1375, we were confused and upset. On November 12th, 2020 we emailed [REDACTED] directly with how we felt looking for him to clarify things.

"This entire process has really just made [REDACTED] and I feel as though you don't want an interracial young couple living here and you'd rather keep the property vacant. There are a number of increased financial obligations that we find unfair and strange for leasing property in the Charlottesville area. Is there anyway your team would be willing to actually work with our family rather than continue to create barriers?"

We've sent you three emails that have gone unanswered now, we'd really appreciate a response."

■■■■ immediately responded within 15 minutes, saying the following *"We have never met you and the application does not ask about race. Shame on you. Do to our concern of false and inaccurate accusations, we have decided to withdraw the offer to lease this property. Best of luck."*

At the same time, we then received an email saying the lease had been withdrawn because we were "unqualified".

The tone of his email solidified the taunting feeling we had again. We were never told reasons why our application was "unqualified", but the email sent the message that it was because of who we were... especially the race part. It was as though he wanted to hide behind an application question about race, but when it was directly brought up his actions showed us his intent. As a couple we thought, if it wasn't about these aspects of us, we could ask a question and he would simply clarify a miscommunication and help us end a process that took almost 3 weeks.

We never got explanations for anything. Instead, ■■■■ attempted to shame us and deny us the opportunity to join a Belmont neighborhood which we were excited to join. The 19 days of poor communication from ■■■■ and shifting leases that grew in length (the final lease was 47 pages long we were sent at least 3 different versions from a Docu-sign system they use), was a process we had never seen before. Many times, we simply wanted clarification which other landlord or property managers have given us when we ask about the property or what our responsibilities will be as tenants. Not every landlord or property manager is this way in Charlottesville, so the difference is what stood out.

Signature of Complainant

11/12/2020

Date

11/12/20

3

**14. How did you hear about the
Office of Human Rights?**

- ☐ Referral
- ☐ Radio ad
- ☐ TV ad
- ☐ Newspaper ad
- ☐ Internet
- ☒ Other

IMPORTANT: The information you provide will be kept confidential. Other parties are not notified about your complaint unless and until the assigned investigator determines that the complaint qualifies under the Human Rights Ordinance. Your written and signed authorization is required to begin an investigation. Notification to the Respondent and/or other outside parties will only occur with your signed authorization.

However, in limited circumstances, information provided in this form may be disclosed without your signed consent. If HRO staff believes that you are likely to harm yourself or another person; or if a child or other vulnerable person has been abused or neglected; or if your records are requested by a valid subpoena or court order, then HRC staff may disclose information necessary to protect you or others by contacting law enforcement officers, local agencies or a physician in such limited circumstances. You can submit this form several ways:

Mail: Office of Human Rights
City of Charlottesville
PO Box 911
Charlottesville, VA 22902

Email: humanrights@charlottesville.org

Hand deliver: Office of Human Rights (near City Space)
106 5th NE

OR

City Manager's Office
Attention: Human Rights
City Hall, 2nd Floor

Tab A-2

From: [Blair, John C](#)
To: [Niemeier, Todd](#)
Cc: [Davies, Allyson](#)
Subject: RE: Office of Human Rights - New Complaint
Date: Wednesday, November 25, 2020 9:39:21 AM

Todd,

I am authorizing you to conduct an investigation into this matter.

Best,
John

From: Niemeier, Todd <niemeier@charlottesville.gov>
Sent: Tuesday, November 24, 2020 10:47 AM
To: Blair, John C <blairjc@charlottesville.gov>
Cc: Davies, Allyson <DAVIESA@charlottesville.gov>
Subject: FW: Office of Human Rights - New Complaint

Good morning, John.

I wanted to follow up with you regarding the attached complaint. Please let me know if you have made any decisions as to whether to authorize further action. I appreciate the assistance, as I recognize this is one of multiple interim roles you are fulfilling.

Just as a heads-up, I may have two more complaints coming for your consideration, but I am still waiting to receive complaint forms from the individuals.

Best wishes,

Todd

Todd Niemeier
(He/His/Him)
Community Outreach & Investigation Specialist
City of Charlottesville
Office of Human Rights

Office: 434-970-3023
Cell: 434-218-0756

Confidentiality Notice: *The information contained within this e-mail (including, without limitation, any attachments) is confidential or restricted pursuant to federal and/or state law. This e-mail is intended only for the above-named recipient(s). If you are not one of the above-named recipients, or*

an authorized representative of one of them, you are hereby notified that review, dissemination or copying of this e-mail, or of the information contained herein, is prohibited. The use, dissemination or disclosure of restricted information, except as permitted by law, may be punishable as a criminal offense. If you have received this e-mail in error, please notify the sender immediately by return e-mail and delete this e-mail from your system.

From: Niemeier, Todd
Sent: Tuesday, November 17, 2020 6:57 PM
To: Blair, John C <blairjc@charlottesville.gov>
Cc: Davies, Allyson <DAVIESA@charlottesville.gov>
Subject: Office of Human Rights - New Complaint

John,

I hope you are doing well.

I am sending you the attached complaint for your review. Per Sec. 2-437 (c) of the Human Rights Ordinance, following intake, a decision must be made as to whether to conduct further action, which may include fact-finding, mediation, conciliation, and, if necessary full investigation of the complaint. In the absence of a Director of the Human Rights Commission, I am bringing this to you for your consideration.

I completed the initial intake for this complaint and can pursue whatever further action you authorize. If you could make a decision regarding the appropriate action and share that with me, I would appreciate it. Should you deem that further action is warranted, we will need to send notice to both the Complainant and Respondent. I can draft a template letter, if helpful.

I have copied Allyson, as well. I thank you both for your support of the Office of Human Rights amidst all of the other interim responsibilities you have. Your guidance and expertise have been very valuable. I apologize for adding yet another task to your list. Please let me know if and how I can be of support to you.

Best wishes,

Todd

Todd Niemeier
(He/His/Him)
Community Outreach & Investigation Specialist
City of Charlottesville
Office of Human Rights

Office: 434-970-3023

Cell: 434-218-0756

Confidentiality Notice: *The information contained within this e-mail (including, without limitation, any attachments) is confidential or restricted pursuant to federal and/or state law. This e-mail is intended only for the above-named recipient(s). If you are not one of the above-named recipients, or an authorized representative of one of them, you are hereby notified that review, dissemination or copying of this e-mail, or of the information contained herein, is prohibited. The use, dissemination or disclosure of restricted information, except as permitted by law, may be punishable as a criminal offense. If you have received this e-mail in error, please notify the sender immediately by return e-mail and delete this e-mail from your system.*

Tab A-3

AFFIDAVIT of
[REDACTED]
OHR Complaint No. 2020-2

The interview for this affidavit was conducted on January 25, 2021.

I, [REDACTED] do solemnly swear and affirm that:

1. My name is [REDACTED], and I self-identify as a Black woman.
2. On October 22, 2020, I co-applied with my partner [REDACTED] to rent an apartment located at [REDACTED]. This apartment is managed by [REDACTED], and [REDACTED] is the Principal of the company.
3. On October 22, 2020, my partner [REDACTED] also accidentally submitted a separate application, separate from our co-application. It was not clear on [REDACTED]'s website how to add someone onto the application. [REDACTED] is in [REDACTED]'s system as an applicant twice: once by himself and once with me. As a result, we paid the \$45 application fee three times, costing a total of \$135.
4. On October 24, 2020, [REDACTED] replied to our co-application. [REDACTED] received a response to his application from [REDACTED]. [REDACTED] and [REDACTED] are partners. [REDACTED] did not receive a separate invitation to proceed, because if you look at his application alone, he does not have sufficient income.
5. A few days after [REDACTED] responded to our application, [REDACTED] requested verification of income and employment from [REDACTED] and myself. They asked for paystubs and information like that. I sent mine to [REDACTED]. [REDACTED] doesn't have any employment, so he sent a response noting that he is a student and that his mother supports him financially. Along with my employment information I sent him a copy of my fellowship profile. My fellowship adds 20K to my annual wages of 48K, making my total annual income 68K.
6. On October 26, 2020, I spoke with [REDACTED] over the phone. This was my only phone conversation with [REDACTED]. We talked over the phone to clarify sources of income, because they seemed worried that I was the only one that had income. By my income alone, we were \$60 short of qualifying to rent there. [REDACTED] wanted more information about [REDACTED]'s income.

7. During our phone conversation on October 26, 2020, I remember [REDACTED] sounding a little uncomfortable speaking with me about things. While he sounded nice over the phone, a couple of things that told me that he was making assumptions about who we were. First, he had trouble with my name when he picked up the phone. He said my name about three times in three different pronunciations before I could introduce myself. That stood out because it seemed like an unusual way to greet someone over the phone, and those were the first words I heard him say. It was at that point that I knew that he probably knew that I was a person of color. I think that [REDACTED] also initially assumed that [REDACTED] was Black.
8. During the phone conversation, [REDACTED] noted that [REDACTED] had no income. [REDACTED] asked about [REDACTED]'s credit score. [REDACTED]'s credit score is around 799. [REDACTED] commented that this was a high score. I replied that [REDACTED] came from a good background. I explained that [REDACTED] was in school, but his parents are able to pay for it. [REDACTED] also commented that I had a lot of loans.
9. During the phone conversation, the way he was scrutinizing our finances felt off. I knew [REDACTED] was thinking about where our income was coming from and how reliable we would be as tenants. This is normal for a landlord, but it still came off differently than with other landlords I had spoken with. The place we currently rent costs more per month than the unit for which we were applying. [REDACTED] could see that from our application. I also think there are many students who live in Charlottesville whose parents pay for housing. I think that [REDACTED] treated us differently as an interracial couple. I think there are things that he would not have looked at, had I not been a Black woman.
10. The original posting for the unit advertised the monthly rent as \$1,425. The original posting also stated that the deposit was equal to one month's rent.
11. On October 28, 2020, [REDACTED] sent an email saying that we would need to provide a deposit equal to two month's rent or [REDACTED]'s mother, [REDACTED], would have to sign a Guaranty of Lease document.
12. Sometime after the phone conversation, [REDACTED] talked to [REDACTED] about being a guarantor on the lease. She agreed and signed the first version of the lease before we had a chance to view it. The lease she signed then changed and we were not able to see the version that she signed. I do not know if [REDACTED] has a copy of the lease she signed.
13. We assumed that after [REDACTED] talked to [REDACTED] the deposit would go back down to 1 month's rent, but it only went down to one and a half month's rent, plus an additional pet deposit. The original advertisement indicated a deposit of only one month's rent. [REDACTED] also added other fees to the lease. It felt like he was trying to get more money out of it.

14. [REDACTED] shared the lease agreement with us through Docu-sign. When I first looked at the lease, I thought that the document had downloaded to my computer. I later realized I had only been viewing it in a web browser, so I had not saved a copy of the lease.
15. We had lots of questions about the lease. I don't think that [REDACTED] liked that we had questions about the lease. To me, it seems like normal protocol for tenants to read the lease, know their responsibilities and know what they are signing up for. We also had questions about conditions of the property, based on a self-guided tour that we took of the unit.
16. [REDACTED] made changes to the lease without notifying us or explaining the reasons for the changes. When he made changes to the lease on Docu-sign, the previous versions were no longer viewable. I think during the whole process, we saw at least three different versions of the lease.
17. I only downloaded the very last version of the lease, which was forty-eight pages long. Half of the lease was pamphlets about residents' rights, healthy housing, and lead paint. I guess this was good information to have, but it wasn't in the first leases he had sent us. It felt like he was trying to cover something.
18. On November 2, 2020, I emailed a list of questions to [REDACTED] about the lease and the unit. [REDACTED] did not respond to the email, nor did he answer our questions.
19. At one point, [REDACTED] sent a version of the lease with some annotations about changes. The annotations had nothing to do with the questions we had asked him. He said that the annotated change was the only change, but that was not true because the page length of the lease kept changing.
20. On November 8, 2020, [REDACTED] sent an email asking if we were still interested in renting the unit.
21. On November 9, 2020, I responded to [REDACTED]'s email stating that we were interested but that we still had questions. We kept getting different versions of the lease sent to us, which made us feel uneasy. There was no explanation of what was in the lease. That was why we kept emailing him about the different changes. [REDACTED] did not respond to my email.
22. Throughout the application process, [REDACTED] and I corresponded exclusively with [REDACTED]. During the application process with [REDACTED] we were also pursuing applications with other landlords. In comparison to everyone else we spoke with, [REDACTED] was not very responsive. We communicated with him primarily by email except for one phone call. We never met

him in person. It took him a very long time to respond to emails. There were many times when he did not respond by emails with questions that we had. We would have to send him reminder emails every time.

23. On November 12, 2020, [REDACTED] received an email from [REDACTED] with a link to an advertisement showing a lower rent for [REDACTED]. The new advertised rent was \$1,375. They posted this lower price while we were in the application process, but they did not offer that price to us. [REDACTED] got the notification because he was in [REDACTED]'s system by himself. During our communications with [REDACTED], he did not offer us the lower rent. [REDACTED] did not communicate any intention of lowering the rent.
24. On November 12, 2020, I emailed [REDACTED] asking about the change in rent. I also asked why he had not responded to our previous emails with questions about the lease. I also questioned whether his lack of responsiveness was because [REDACTED] and I were a young interracial couple.
25. On November 12, 2020, [REDACTED] responded to my email saying that [REDACTED] does not ask about race in their applications, and so I could not allege anything. He said "shame on you." I didn't like that language and being shamed. I feel like if a client asks you about your intentions regarding certain actions, it would have been easy to apologize and provide an explanation. Instead, he decided to shame me and pull away the lease immediately because I alleged that they were being discriminatory. That did not make sense to me. [REDACTED] never responded to any of our questions. He responded only when I questioned the motivation for his unresponsiveness. He responded by saying we were ineligible for the apartment.
26. To me this felt the same as if I walked into a store to shop and noticed the store owner following me around or treating me differently. Suppose I asked the store owner if they had a problem with people like me shopping in the store. Suppose the store owner said that they don't post signs indicating that they segregate and that anyone can shop here. Suppose then the owner told me to get out of the store for alleging that they might be discriminating. This felt like the same thing: shaming someone who has a question and then removing an opportunity.
27. The whole process of talking about our income, getting sign-offs, and the lease changing took over twenty-one days. It felt like [REDACTED] was hoping that we would drop out of it, rather than him having to tell us we were not qualified. I think if we were unqualified from the start, they would have told us, but they didn't. It felt like they were using a different strategy to get us to not want to be there. We had put other accepted applications on hold, as we waited to hear back from [REDACTED]. Every other application process was quick and this took about three weeks.

28. [REDACTED] and I really liked [REDACTED]. We have plans to expand our family, and we were excited to move into a place that was a little bigger, cost less per month, and was close to lots of friends. We currently live in the [REDACTED] neighborhood. We like it there, and we like our landlord, [REDACTED]. We tried to rent a larger place from our current landlord, but he had no available properties when we were looking. We looked at a place in Fifeville, as well as other places. Most of the landlords we talked to were quite friendly. We were shocked to have had this experience with [REDACTED].
29. [REDACTED] is in the Belmont neighborhood. There are not necessarily a lot of people like us, or who look like me, living in Belmont. I wondered if that influenced how [REDACTED] governed who got to live there. We want to feel like we fit in, no matter where we are in Charlottesville.
30. We were denied the opportunity to move into a neighborhood and a house that was our number one choice. We held out on another pending application to try to make this one work. Searching for housing is stressful and having the added complication of a property manager that gives more hoops to jump through or is not responsive really amplifies the stress.
31. I feel that if any landlord is found to be doing this to an applicant there should be a fine paid to the City. I am sure they don't have any policies around what is reasonable when making changes to the lease without notifying or explaining the changes to the potential client. The lease that the landlord sends the applicant should be the lease the landlord intends the client to sign.
32. If the landlord lists an apartment for a price and then they change the price, they should offer that price to the person with whom they are negotiating a lease agreement. The price should be offered to everyone applying. I was an applicant in [REDACTED]'s system, and I did not receive a notification of the lower advertised price. If the landlord has not signed a lease with an applicant, all applicants should be offered the same lower price. If the landlord is raising the price, it is the same: the price goes up for everyone. I felt like [REDACTED] was sending a message to me that he took our application out of consideration.

I have read the above statement consisting of 5 pages. It is true and complete to the best of my knowledge and belief. I have made all necessary corrections and additions, initialing next to each. I understand that the information I have given is not to be considered confidential and that it may be shown to the interested parties. In accordance with 28 U.S.C. Section 1746, I declare under penalties of perjury that the above statements are true and correct to the best of my knowledge, information, and belief.

[Redacted Signature]

Signature

4/14/2021

Date

For Notary Public Use

County/City of Charlottesville

Commonwealth/State of Virginia

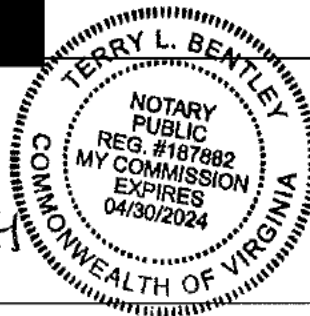
The foregoing instrument was subscribed and
sworn before me this 14th day of April
2021, by

[Redacted Name]

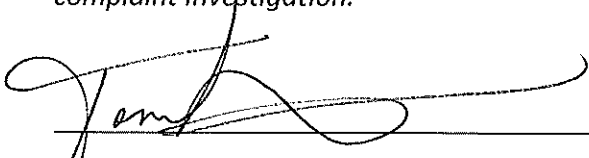
(Name(s) of person(s) seeking acknowledgement)

[Signature]
Notary Public

My Commission Expires: 4/30/2024



I hereby certify that I obtained the above affidavit in connection with a duly authorized complaint investigation.


Investigator Signature

04 / 14 / 2021
Date

Tab A-4

AFFIDAVIT of
[REDACTED]
OHR Complaint No. 2020-2

This affidavit is based on statements made to the investigator on August 2, 2021.

Investigator's Note: The internal line number referenced in [REDACTED]'s statement refer to the line numbers in [REDACTED]'s affidavit.

I, [REDACTED], do solemnly swear and affirm the rebuttal to the affidavit of [REDACTED].

1. Line 5: [REDACTED] did not initially explain to us that the deposit for the unit was equal one and a half month's rent due to our having a pet. Once we learned the reason we were not opposed to the amount, but we did not understand it initially.
2. We had questions about the calculations in the lease that [REDACTED]'s mother signed, as a guarantor. The numbers presented on page 2 of the lease were not adding up. For example, the monthly pet fee on this page was listed as \$50, but in the pet addendum on page 20 the pet fee is listed as \$25. We did not understand why it was \$50 on page 2, and Michael never explained that to us. We asked him about the discrepancy in an email, but he never told us why. In our email to [REDACTED], we did express that a monthly pet rent of \$50 and a deposit of a month and half rent was a little much.
3. We attempted to add up all the numbers on page 2 of the lease to understand the total amount, but we could not figure out how to arrive at the Total Rents Due for the Lease Term figure. We had questions about how they arrived at those numbers. That made us anxious, so we sent an email to [REDACTED] seeking clarification. He never responded to our questions about the figures by email or by phone.
4. Line 19: The phone conversation that we had on November 2nd was not solely about the security deposit, as [REDACTED] emphasizes. During this call, [REDACTED] was asking for information about our income. [REDACTED] asked about [REDACTED]'s ability to pay because he was a student and not working. His parents were covering his cost of living expenses as a student. When he opened the application and saw [REDACTED]'s high credit score, he became more comfortable renting to us. [REDACTED] told us that we would need to have [REDACTED]'s mother sign as a guarantor on the lease. During the phone call on November 2nd, we did not discuss any of the questions that we had emailed him about.

5. I was not upset when I spoke with [REDACTED] on the phone on November 2nd. The conversation was cordial for the most part, but he said my name like three or four times in a very anxious way. I knew that he did not necessarily feel comfortable talking to me.
6. I did not speak to [REDACTED] at any other time on the phone. I do remember calling him an additional time, but he did not answer. It was some days after November 2nd that I attempted to call him again.
7. I qualified for the apartment by myself with my income coupled with my fellowship. It was clear that he had not reviewed our application completely prior to the phone call because he would have otherwise known about my multiple sources of income. He also would have known that [REDACTED]'s credit score was high.
8. In his statement, [REDACTED] asserts that all income information should have been submitted via ShowMojo. If ShowMojo had requested this information, I could have easily submitted the income information that I later sent in an email to [REDACTED]. When we applied, the system did not ask us to upload income verification documents. It said that if we were selected for this property that we would receive a follow-up for verification, and that is what happened. [REDACTED] emailed us to request income verification, which we sent to him. I sent him an email with a copy of my paystub along with a link to my fellowship.
9. Line 12: I did not do the math to verify if we did not meet the income requirement listed here. At one point, because they said we did not qualify, we thought we would have to pay two month's rent and a pet deposit, and that seemed like a little much. That is why we went with the guarantor. We thought that with the guarantor the deposit would go back to one month's rent. We did not see on the ad that the deposit with a pet was one and a half month's rent. It felt like they were trying to get more money upfront, but we were okay with paying a month and half. We were just frustrated that the communication was terrible about why things cost what they did, especially given that the lease agreement numbers were already confusing.
10. Line 25: [REDACTED] did not respond to our three emails with questions, and he did not answer. Then, on November 8th, he ignores our previous emails and just asks if we are still interested in renting the unit. It felt as though he was trying to check a box. He did not make any effort to answer our questions, which is why I replied that we were still interested but we had questions and were concerned that the financial terms kept changing.
11. [REDACTED] asserts that there was only one version of the lease and that the financial terms had not changed. While we did not know at the time, we were keeping track of the

numbers and noticed the changes when DocuSign sent reminders to sign the lease. This May 2021, I was able to log onto DocuSign and confirm that there was more than one version of the lease. I have submitted as evidence copies of the two different versions of the lease. The figures on page 2 were different on the two versions. We did not understand the change, and we still did not know how Total Rents Due for the Lease Term figure was calculated. This added to our anxiety that they were trying to make it hard for us and that maybe they did not want to rent to us.

12. We did not understand why it was taking weeks to process the lease. It usually takes two or three days to complete the transaction. We did not understand why things were changing. It was hard to know if they were overcharging us. He did not answer any of our emails, so it was frustrating.
13. Line 27: When [REDACTED] relisted the unit at a lower price, only [REDACTED] received the notification. I did not receive the notification. [REDACTED] stated that, anytime there is a price change on a unit, ShowMojo will send an update to anyone who has expressed interest in the property. [REDACTED] and I had both expressed interest. The difference is that [REDACTED] submitted the application on two occasions, once by himself and once with me. When he first applied, he could not figure out how to include me, so we had to create another profile and apply a second time. I believe [REDACTED] got the notification because he was in the system by himself. As a Black woman applying, and seeing that [REDACTED] is getting the notification and I am not, I felt weird about that, especially as the second time [REDACTED] applied he was under my application name. We have forwarded the confirmation emails as evidence.
14. [REDACTED] had taken the advertisement for the unit off of their website when [REDACTED] and I had expressed interest. Then they reposted it with a lower price that they did not offer to us. If there were discrepancies with me qualifying based on income, it seems unfair that they would lower the price and not offer it to us.
15. We toured the property by ourselves. After the self-guided tour, we had questions about the air-conditioning, window screens, and whether we could open the windows. We sent our questions to [REDACTED] in an email. Our questions were not meant to annoy them, we just thought they were normal questions that a tenant might ask after a self-guided tour during which no one was present to answer questions. Our emails may have been long, but that was because we had questions we could not ask in person. Since we took the tour during the Covid-19 pandemic, we thought it would be okay to send our questions by email, but they never responded.
16. On November 12th, we saw the re-posting of the property with the lower price, and I reached out to them. We did not think it was fair. Neither version of the lease had the

lower price. I would have definitely qualified with my income alone for the unit at the lower price.

17. Line 28: Despite the fact that ShowMojo only had [REDACTED]'s email, I feel like it is due diligence as agents trying to rent out a house to let someone know that they are going to offer it at a lower price. It is unfair not to let us know that they had reposted the property for \$50 less online.
18. I feel like this treatment was discriminatory. It felt like by not responding to our emails they were delaying the process, but the re-posting with a lack of personal communication went over the line.
19. Line 29: [REDACTED] states that they were having a conversation about lowering the rent before we applied. They felt that once we had applied there was no need to adjust the rent because they had found a tenant. He says that we chose not to sign the lease. We did not choose not to sign. They took it away from us when we asked questions about it. We never told them at any point we were uninterested. We never told them that we did not want to sign the lease. All we wanted was for them to answer the questions and explain why things were the way they were.
20. We were looking at other places in Charlottesville, but the experience with PMI was unique. All other agents or landlords would walk us through the house, or, if it was a self-guided tour, they would answer the questions we emailed them and do the best they could. This did not happen with [REDACTED] at all.
21. Line 30: [REDACTED] asserts that the lower price was available to us and that we were aware of the lower price because he got the email. As I understand it, if [REDACTED] had not accidentally submitted two applications, we would not have known about the lower price or the reposting. They did not personally tell us, as people who were currently in the system with the lease.
22. In my email on November 12th, I asked directly if they were discriminating against us because we were an interracial couple. [REDACTED] responded within ten minutes. He asserted that they did not ask about race during the application process, but his response was to void the lease because we alleged that they were being discriminatory. I did not understand why they would take the lease away if they were not discriminating.
23. When I sent that email on November 12th, I thought it would be a way for him to apologize or explain any confusion or lapse in communication, answer our questions, and express directly that we were welcome to rent at the lower price. I felt like [REDACTED]'s response was not okay for someone who was really trying to be fair.

24. Line 32: [REDACTED] states that he was always available by phone and that he always responds to emails. He did not respond to three of our emails. The only email he responded to was when I asked if he was discriminating against us because we were an interracial couple.
25. This was not just about the deposit. This was about the fact that we could not understand how the numbers in the lease were calculated. We had questions about the overall quality of the house because we did not have a guided tour, and they did not respond to our emails. For example, we wanted to know if we needed to mow the lawn. These details also varied between the leases. As tenants, we wanted to know what we would be liable for. The lease was confusing and not straight forward. That is why we had questions. That is why we reached out.
26. Line 44: The new tenant got a lower monthly rent, pet rent, and deposit than we were being asked to pay. [REDACTED] and I walked by the house while visiting friends that happened to be neighbors around March. We saw who was living there. They looked like a nice couple, but they definitely don't look like us. It made me feel really bad knowing that my anxieties about what happened weren't completely unfounded. I just do not understand why this whole thing happened like it did.
27. We would have definitely rented the place if they had answered the questions. Because our emails were being ignored, it felt like they were trying to string us along because they had no legitimate reason to not rent to us. We did not understand why they did not respond. We were not seeking a lower rate. Our previous rental unit from another landlord was actually more expensive than this unit. We paid \$1,450 in rent plus \$35 for pet rent per month. Prior to moving to Charlottesville, we paid \$1,800 per month. This information was on our application. There was no question that we could pay. I felt like [REDACTED] was trying to elevate the rent with the \$50 pet rent to get closer to what we had paid on our previous unit.
28. We qualified to rent the unit. It was not about the money, it felt like they did not want to rent to us because we did not look like the people in that neighborhood. It felt like they were just trying to create a situation not to rent to us without having to tell us outright that they did not want to rent to us. It felt like they dragged the process out from October 22nd to November 12th. It was a long, drawn-out process where they did not answer emails but did just enough to string us along the whole time.

I have read the above statement consisting of 5 pages. It is true and complete to the best of my knowledge and belief. I have made all necessary corrections and additions, initialing next to each. I understand that the information I have given is not to be considered confidential and that it may be shown to the interested parties. In accordance with 28 U.S.C. Section 1746, I declare under penalties of perjury that the above statements are true and correct to the best of my knowledge, information, and belief.

Signature

Date

For Notary Public Use

County/City of

Commonwealth/State of

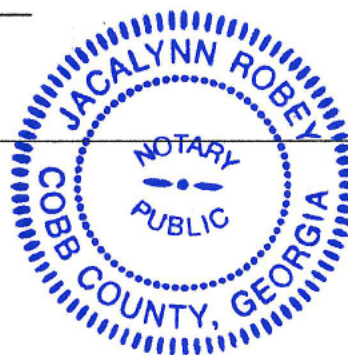
The foregoing instrument was subscribed and

sworn before me this 10th day of August
2021, by

(Name(s) of person(s) seeking acknowledgement)

Notary Public

My Commission Expires:



I hereby certify that I obtained the above affidavit in connection with a duly authorized complaint investigation.

Investigator Signature

Date

Tab B

Notice of Investigation

Tab B-1

CITY OF CHARLOTTESVILLE

"A World Class City"

Office of Human Rights

P.O. Box 911 · Charlottesville, Virginia 22902

Telephone 434-970-3023

humanrights@charlottesville.org

www.charlottesville.org/humanrights



December 28, 2020



Case #2020-2: Complainant Notice of Investigation

On November 12, 2020, the City of Charlottesville Office of Human Rights received your complaint against [REDACTED] alleging housing discrimination on the basis of race when, on November 12, 2020, you were notified by email that the offer to lease [REDACTED] was being withdrawn. You reported that you received this email after raising concerns about a lack of clarity regarding the application process, which you felt was biased against you on the basis of race. Following a review of your personal account of the events leading up to your complaint, the Acting City Manager has determined there is justification to pursue further action and has authorized the Office of Human Rights to conduct an investigation into this matter.

Pursuant to Chapter 2 of the code of the City of Charlottesville, Article XV, Sec. 2-437, it is the duty and responsibility of the Office of Human Rights to investigate individual complaints of discrimination and issue findings.

As the investigator assigned to this case, I am a neutral party to the complaint and am solely a fact-finding agent. As part of my investigation, I will be contacting you for further information, which may include requests for witness interviews, copies of documents, or other materials of factual relevance to the case. Upon completion of the investigation, I will submit an Investigative Report to the Acting City Manager, who will render a determination as to whether the evidence indicates there is probable cause to believe a violation of the Human Rights Ordinance has occurred. You will receive notification of the outcome of the determination and information regarding any subsequent actions.

If you have questions about this case, you can contact me by phone at 434-218-0756 or by email at niemeier@charlottesville.gov. Thank you for your cooperation in this matter.

Sincerely,

Todd Niemeier
Community Outreach & Investigation Specialist
Charlottesville Office of Human Rights

Tab B-2

CITY OF CHARLOTTESVILLE

"A World Class City"

Office of Human Rights

P.O. Box 911 • Charlottesville, Virginia 22902

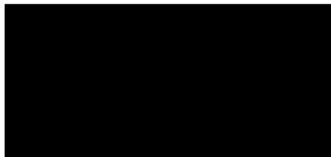
Telephone 434-970-3023

humanrights@charlottesville.org

www.charlottesville.org/humanrights



December 28, 2020



Case #2020-2: Respondent Notice of Investigation

On November 12, 2020, the City of Charlottesville Office of Human Rights received a complaint from [REDACTED] against [REDACTED] alleging housing discrimination on the basis of race when, on November 12, 2020, [REDACTED] was notified by email that the offer to lease 136 Goodman Street, Unit A, was being withdrawn. [REDACTED] reports that she received this email after she raised concerns about a lack of clarity regarding the application process, which she felt was biased against her on the basis of race. Following a review of [REDACTED]'s personal account of the events leading up to her complaint, the Acting City Manager has determined there is justification to pursue further action and has authorized the Office of Human Rights to conduct an investigation into this matter.

Pursuant to Chapter 2 of the code of the City of Charlottesville, Article XV, Sec. 2-437, it is the duty and responsibility of the Office of Human Rights to investigate individual complaints of discrimination and issue findings.

As the investigator assigned to this case, I am a neutral party to the complaint and am solely a fact-finding agent. As part of my investigation, I will be contacting you for further information, which may include requests for witness interviews, copies of documents, or other materials of factual relevance to the case. Upon completion of the investigation, I will submit an Investigative Report to the Acting City Manager, who will render a determination as to whether the evidence indicates there is probable cause to believe a violation of the Human Rights Ordinance has occurred. You will receive notification of the outcome of the determination and information regarding any subsequent actions.

If you have questions about this case, you can contact me by phone at 434-218-0756 or by email at niemeier@charlottesville.gov. Thank you for your cooperation in this matter.

Sincerely,

Todd Niemeier
Community Outreach & Investigation Specialist
Charlottesville Office of Human Rights

Tab C

Informal Resolutions

(No Exhibits)

Tab D

Appellate Activity

(No Exhibits)

Tab E

Evidence and Documents

Tab E-1



AFFIDAVIT of
[REDACTED]
OHR Complaint No. 2020-2

This affidavit is based on interviews conducted on February 10, 2021 and April 1, 2021.

I, [REDACTED], do solemnly swear and affirm that:

1. My name is [REDACTED] and I self-identify as American Indian in terms of race and brown in terms of skin color.
2. I am the President of [REDACTED].
3. [REDACTED] manages the property at [REDACTED] for the owner.
4. [REDACTED] co-applied with [REDACTED] to rent [REDACTED].
[REDACTED] Background checks are the first step in the application process, and we ran them for [REDACTED] and [REDACTED] on October 22, 2020.
5. At the time they applied, the advertised monthly rent for [REDACTED] was \$1,425. The advertised security deposit was one month's rent. However, if the tenant has a pet, the deposit increases to one and a half months' rent.
6. When property owners approach [REDACTED] for management services, I tell them that tenants must meet three requirements: income must be three times the monthly rent, the credit score must be 650 or higher, and the background check must be clean. If the tenant does not meet those three requirements without exception, I ask the owner if they are open to a two-month security deposit or someone to guarantee the lease. We ask the owner if this is acceptable, and if they agree and are willing to move forward.
7. The income requirement for tenant eligibility is on the application, as well as the in the advertisement for the property. The required gross income to rent [REDACTED] at the time that they applied was \$4,238.85.
8. On her application, [REDACTED] wrote that she was currently employed as a Program Director at [REDACTED] and that her monthly income was \$4,000. She sent me a paystub confirming this income. [REDACTED]'s application does not reference her fellowship or the income from her fellowship.

9. I review applications using software called PropertyWare. PropertyWare shows me the application completed by the applicant and the financial verification information provided by the tenant that was uploaded through the online application. That is my standard practice for reviewing applications. None of the information we received from Shantell disclosed her race.
10. Upon review of my emails, I do see that I received an email from [REDACTED] on October 22, 2020, that mentions her fellowship income and includes a link to her fellowship program. I am not accustomed to receiving financial verification information via email. I therefore did not click on the link. That is not my standard practice for accepting financial verification information. The applicant needs to upload their paystub or tax return to Propertyware. I do not receive the financial information through email. The applicant is directed to upload those documents during the online application.
11. My notes say that the co-applicant has no income. [REDACTED] sent an email stating that he receives \$3,000 from his parents, but he did not provide any documentation to verify this income. We tell tenants to provide verification of income and employment, i.e. paystubs, an offer letter, bank statements, or anything that can verify income.
12. Because their reported monthly income was \$4,000, and the minimum monthly income requirement was \$4,238.85, they could qualify to rent the unit only if they were to pay a security deposit of two month's rent or have someone agree to sign as a guarantor. We went with the guarantor.
13. [REDACTED] agreed to sign a Guarantor of Lease agreement. I spoke with [REDACTED] by phone and by email. She was more than happy to guarantee the lease. During our communications, I don't believe we had a specific conversation about verifying the monthly \$3,000 payments she made to [REDACTED]
14. [REDACTED] signed a Guarantee of Lease document. This document is still on file at [REDACTED] [REDACTED] sent an email after signing the document stating that she signed it prematurely. She would have preferred to sign it after [REDACTED] and [REDACTED] had signed it. I said that was fine. As a guarantor, [REDACTED] would be responsible for payment, if [REDACTED] or [REDACTED] were to default on rent or other charges.
15. I sent [REDACTED] a copy of the lease on October 30, 2020, after [REDACTED] signed the Guarantee of Lease document. Because [REDACTED] had a cat, the deposit for the unit was equal to one and a half times the monthly rent. The lease also includes a provision that, if a tenant were to try to sneak a pet into the unit, the tenant would owe a non-refundable animal fee of \$500. If tenants are upfront about having a pet, and pay the deposit equal to one and half times the monthly rent, then they are not required to pay the \$500 animal fee. We rent

about 250 units in Charlottesville and the New River Valley, and that language is in every lease, without exception.

16. [REDACTED] who works as a Managing Agent at [REDACTED], drafts our lease agreements. We draft all of our lease agreements on Docu-sign. As far as I recall, there was only one version of the lease. [REDACTED] would have drafted the lease for this unit and would have sent it to the tenants via Docu-sign. I am the first person who reviews and signs the lease. Then it goes to the tenants. I only recall signing one lease. I don't recall a revised lease.

[Investigator's Note: The Respondent sent a follow-up email on February 19, 2021, noting that, an internal review of the Docu-sign system showed only one version of the lease agreement was used throughout the application process.]

17. Docu-sign is set up to automatically re-send the lease to the prospective tenant until the lease is signed or the transaction is ended. That is likely why [REDACTED] received multiple copies of the lease.

18. I received [REDACTED]'s email dated November 2, 2020, which included a list of questions about the lease agreement and the unit. She said, "We would prefer a security deposit of one month's rent at \$1,425. Currently the security deposit is unreasonably high for this property. We are still nervous that the installed cooling system will not work effectively. The front door locks are old and lack security for the amount of glass on the front door," and three or four other things. I explained to her that I'm sure everybody with a pet would rather not see an increased security deposit. It is customary. It is industry standard, and it is what our competitors do.

19. I spoke to her on the phone on November 2, 2020, after I received the email. I am not sure we went through all of the questions, but her first question was about the security deposit. The security deposit was because of the pet, and she was just upset. I explained that the security deposit was non-negotiable. I said that it had nothing to do with anything other than because she had a pet. I said that I was not going to renegotiate the lease; this is the lease, and if you'd like to sign it, you're welcome to sign it. The tenant said that they may need to reconsider. She did not sign the lease on Docu-sign.

20. In [REDACTED]'s email on November 2nd, I didn't see a question about why the security deposit is increased, and not one month's rent. She just stated that she would prefer a deposit equal to one month's rent. If she had asked me a question, I would have answered the question. If [REDACTED] had a question or concern, she could have point-blank asked me, "Why is my security deposit not one-month's rent?" She could have asked me over the telephone.

She could have asked me by email. She could have asked me point-blank about the increase in the security deposit, and I would have answered that question.

21. It did not appear to me that they were confused about the lease and the terms. It appeared to me that they wanted to pay less money and it is non-negotiable. She either signs the lease and moves in, or she doesn't sign it. It's non-negotiable.
22. We list all of our properties using an online platform called ShowMojo. The website is showmojo.com. On ShowMojo, there is a narrative section that allows us to state what it takes to rent the property. In that section it states that, if you have a pet, the security deposit is one and a half times the monthly rent. Part of ShowMojo's responsibility is to make sure that any changes appear on all websites that advertise the rental property. On all sites that list [REDACTED]'s properties for rent, you should be able to see if pets are allowed and which types of pets are allowed. If pets are allowed, it will say that the security deposit is one and a half times the monthly rent.
23. While we have found at times that different websites pick up different portions of what ShowMojo sends out, I would say most of the time it is accurate. We have had owners that call us and report that the ad says something that is incorrect. We then do what we can to make those corrections.
24. There is nothing inappropriate about increasing the security deposit when there is a pet living in the home. This is something that [REDACTED] discusses with owners. It is important because there are a lot of owners that would prefer not to have pets. I explain to them that something like 68% of all tenants have pets. The way I address that is to explain that the property will rent faster. We collect a pet rent of \$25 per month, per pet. We increase the security deposit. When the owner hears and understands that, it is often more than enough to offset their concern that there is a pet in the home that could cause damage.
25. I followed up in an email on November 8, 2020, that said, "[REDACTED], are you still interested in renting the unit?" She replied on November 9, 2020, and said, "We're still interested but the lease and the financial terms keep changing every time you re-share the lease, and to be honest the financial request to begin the contract is ridiculously high. We've never seen anything like what you've shared." That was her response. I don't understand. It's clearly stated in two separate locations about the increase for the pet. I just don't see where at this late stage, she is still attempting to renegotiate the lease and financial terms. It's clear that she is talking about the security deposit. That's the only thing she's referenced in the preceding emails. She is clearly aware of the financial terms, and they certainly weren't changing.

26. If she was the only tenant or prospective tenant where I asked for an increase in security deposit because of a pet, then I think we would have a problem. I could send you many leases that show an increased security deposit because of a pet. I don't know the race of anyone renting my properties, but I can show that many people pay pet rent.

27. On November 12, 2020, at 9:34am, the listing rent for [REDACTED] was changed from \$1,425 to \$1,375 to generate some more activity on the property. We make these changes on ShowMojo. Anytime we adjust the rent on ShowMojo, ShowMojo contacts anyone who expressed interest in the property. It is a way to generate more activity. Oftentimes, to generate more activity, we will just drop the rent by \$25. That's common. We use a \$25 to \$50 price adjustment anytime we want to try and generate more activity. Everybody who has viewed that property in the past will get an email notifying them that there has been a price adjustment. This property was on the market for a very long time. It was on the market for several months. Part of the problem was because there were window air-conditioning units.

28. I would have to research why [REDACTED] received the email about the lower price and [REDACTED] did not. I think maybe it was his email that was used on ShowMojo to schedule the showing or fill out the application. ShowMojo had his email, so he may have been the person that provided his email. ShowMojo probably did not have [REDACTED]'s email address.

[Investigator's Note: The Respondent sent a follow-up email on February 19, 2021, noting that, an internal review of the ShowMojo system showed that [REDACTED]'s email address was the only one on file. [REDACTED]'s email was not in the ShowMojo system.]

29. We were having conversations about lowering the rent before [REDACTED] and [REDACTED] applied. They applied at the advertised rent of \$1,425. We felt that there was no need to adjust the rent at that point because we had found a tenant. When they chose not to sign the lease, there were no other applications. There didn't appear to be any other interest. We thought that this property may need another price adjustment to generate more activity and to see if we could get more people interested.

30. The \$1,375 price was absolutely available to [REDACTED] and [REDACTED]. They were aware of the lower price because [REDACTED] was notified by email on November 12, 2020. I don't care who rents it. The owner sent me an email and said if I didn't have the property rented by a certain date, then he would change pitchers. I was getting close to the deadline. So after it was clear that they weren't interested in signing the lease, we lowered the price because I only had a short amount of time to rent the property, if I was going to keep the management of this property. The owner owns multiple properties. I would have probably lost other properties, as well.

31. It appeared clear to me that they were not interested in moving forward, based on their previous email to me on November 9, 2020. In my professional opinion, she was not interested in moving forward. Based on that, we decided to relist the property, to lower the rent, and to find another tenant that was interested in signing the lease. We were at a stalemate. In my opinion, it was very clear that the terms of the lease didn't change.
32. I did not speak to [REDACTED] or [REDACTED] by phone after receiving the email on November 9, 2020. I am always available by phone. I always respond to my emails. It was clear that the entire time the security deposit was going to be one and half times the rent because of the pet. It didn't appear that she wanted to pay the increased security deposit. I couldn't let that property sit there. I have a fiduciary responsibility to the owner to do my best to get that property rented. If she wasn't interested in signing based on the security deposit, then it's non-negotiable.
33. I think some of these questions were probably best handled by a telephone call. In my opinion, I would have just picked up the phone and called, but the answer is the same by phone call or email. The security deposit is one and half times the monthly rent. It's non-negotiable. You either sign the lease, or you don't. I don't think the responsibility to resolve concerns or questions falls on one specific party. I think it takes both parties to conclude the successful transaction.
34. I chose not to follow up after the email on November 9, 2020, because the way she worded the email included a lot of untruth. It said the financial terms keep changing every time. They haven't changed. She said the financial request is ridiculously high. That's not true. It's the industry standard. I bet wherever she moved she's paying either increased security deposit, pet deposit, or pet rent. She's paying something for that pet. Anybody that manages four or more properties is requiring some additional funds for pets. We have 250 properties. This was not the only transaction I was involved in. She had the opportunity to sign the lease. She didn't sign it, so I needed to find somebody who would.
35. If there was confusion, they should have picked up the phone and called. It was clear this was not getting resolved by [REDACTED] sending the emails. We were not communicating effectively. If she did not understand something, or if I wasn't explaining it well enough, she could have very easily picked up the telephone and called me. I don't know why race is the issue. I didn't even know her race. It is a misunderstanding. I did not call her because I felt that I answered all their questions. They have the lease. I am not in the position to change anything. The ball was 100% in their court. She can sign the lease, pay the funds, and move in. That was all there was left to do.

36. On November 12, 2020, when [REDACTED] sent me that email, if it wasn't clear before that they weren't going to sign, it was certainly clear here. I just thought that it would be best to put closure on this process. It was clear she was not going to move forward. So, I decided to put it in writing that the negotiation was over.

37. In her email on November 12, 2020, [REDACTED] "this entire process has made me and [REDACTED] feel as though you do not want an interracial young couple living here and that you'd rather keep the property vacant." At what point in the process does she believe I found out or that I learned that they were an interracial couple? I still don't know what race either of them are.

[Investigator's Note: Investigator answered Respondent's question above by stating that the Complaint stated that her race may have been revealed during a phone conversation or through documentation she provided about her fellowship.]

38. No one from my office has ever met them. They scheduled a self-showing of the property through ShowMojo. The beauty of ShowMojo and the beauty of the technology is that nobody from my office ever met them. We purposely set up our system to avoid appearance of any discrimination. [REDACTED] sets up the appointments for showings. I am the one responsible for reviewing the applications. If someone needs a guided showing as opposed to self-showing, [REDACTED] would be the one to go and show that property. We purposely set it up so that the person showing the property is not the person reviewing the application. It eliminates the issue of race. What is crazy about this situation is that I have never met the person who is making the accusation about race.

39. When [REDACTED] wrote that email about the interracial couple, I immediately went back and looked at the application. It says nothing about race on the application. I immediately looked through the background check. It says nothing about race on the background check. The first I learned that they were an interracial couple is when they sent me that email. It really upset me when I saw that email. I was offended that she would write that when nobody in my office ever met them. Their race was not disclosed on any document. We were totally unaware. I said it to her, and I'll say it again, shame on her for sending me that email.

40. I chose to respond to [REDACTED]'s email on November 12, 2020, by email rather than by phone. I am not interested in having a conversation with someone who makes such an accusation that's completely baseless and unfounded. I'm not going to have a discussion about race on the telephone. If she wants to make race an issue, she can do that. I'm not going to engage. I chose not to engage because I was unaware.

41. ShowMojo is not cheap, but the reason I am happy to pay those costs is because it eliminates the whole issue about race. Yet, somehow, she was able to bring that to the forefront anyway. By saying that her race was disclosed over the telephone, that's completely absurd. I don't know anything about the fellowship. It's completely baseless, unfounded, ignorant, and shouldn't be allowed to be thrown around in this fashion.
42. I'm Native American, so I am a member of a protected class. When there's confusion about something in my daily life, my first reaction is not to file a claim alleging that I am being discriminated against because I'm Native American. My reaction is, there was some confusion or a misunderstanding. My reaction is not that they are discriminating against me because I am Native American. Because there is confusion or miscommunication, this does not have to be about race.
43. I feel very good, comfortable, and confident regarding how this was all handled. There was nothing that we did that can point to discrimination. There's nothing there.
44. [REDACTED] is currently rented for \$1,375 per month. The current tenant pays \$25 pet rent. We're holding a deposit of \$2,062.50.

I have read the above statement consisting of 8 pages. It is true and complete to the best of my knowledge and belief. I have made all necessary corrections and additions, initialing next to each. I understand that the information I have given is not to be considered confidential and that it may be shown to the interested parties. In accordance with 28 U.S.C. Section 1746, I declare under penalties of perjury that the above statements are true and correct to the best of my knowledge, information, and belief.

[Redacted Signature]

Signature

4/26/2021
Date

For Notary Public Use

County/City of [Redacted]

Commonwealth/State of Virginia

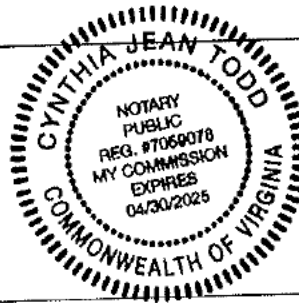
The foregoing instrument was subscribed and
sworn before me this 26 day of April 2021, by

[Redacted Name]
(Name(s) of person(s) seeking acknowledgement)

Cynthia Jean Todd

Notary Public

My Commission Expires: 04/30/2025



I hereby certify that I obtained the above affidavit in connection with a duly authorized complaint investigation.



Investigator Signature

4/12/2021

Date

Tab E-2

AFFIDAVIT of

OHR Complaint No. 2020-2

The interview for this affidavit was conducted on February 25, 2021.

I, [REDACTED] do solemnly swear and affirm that:

1. My name is [REDACTED] and I go by [REDACTED]. I self-identify as a White, in terms of race.
2. On October 22, 2020, I co-applied with [REDACTED] to rent [REDACTED] from [REDACTED]. On the same day, prior to co-applying with [REDACTED] I accidentally submitted a separate application that did not include [REDACTED]. We submitted a second application together. The application fee for each of us for each submission was \$45.
3. The application was online. [REDACTED] filled out the joint application. When I filled out the application by myself, I used my email. When [REDACTED] filled out our joint application, I believe she used her email. We both included our emails on the application when we applied together.
4. On October 24, 2020, I sent [REDACTED] an email explaining that my sole source of income right now is a \$3,000 payment from my parents each month. [REDACTED] did not request any additional proof of this payment. He wanted my mom to complete an application herself and sign on as a guarantor. [REDACTED] pushed back on the request for my Mom to complete an application. [REDACTED] did not respond to that email but eventually agreed on a 11/15 lease commencement date with my Mom signing on as a guarantor. I believe that [REDACTED] spoke with my mom. He also asked [REDACTED] and I to pay a security deposit equal to two months rent. He did not ask for any proof of my income.
5. We set up a virtual tour of the unit after submitting the application. We used an online system to set up the tour. We picked a day then received automatic emails with the details. The door to the unit had a lockbox on it with a code. I think I was the one who set up the tour using the online system, so [REDACTED] did not get the emails about the tour. I don't remember the exact date we set up the tour or the exact date we took the tour. It was most likely in early November. After we took the tour, we told [REDACTED] that we liked the place, and we wanted to rent it.

6. On October 30, 2020, I received an email saying [REDACTED] had been taken off the market. On November 2nd, 2020 [REDACTED] sent the lease to me. It came in an email, but the lease was not attached to the email. In the email there was a link that took us to the lease on Docu-sign. I still have the emails that link to the lease, but the links are no longer active. In his email he stated after signing we would receive a link to a tenant portal where we would make payment towards the security deposit. He also stated we would not be able to move in till rent and security deposit were paid. Lastly, if the owners had any changes to the lease the current one would be voided and we would be sent a new one.
7. After reading the lease sent on November 2nd 2020, [REDACTED] and I had many questions related to the security deposit, whether or not the windows had screens, subleasing, cleaning of the carpets, pet rent and if we were responsible for mowing the lawn which we sent in an email on November 2nd 2020. [REDACTED] replied on November 8th, 2020 simply asking if we were still interested in the unit. [REDACTED] replied November 9th, 2020 asking about our original email and stating that the financial request of the current lease was inappropriately high. [REDACTED] did not respond to this email. [REDACTED] sent a reminder through Docusign on November 11th, 2020 for [REDACTED] and I to sign the original lease without addressing any of our questions. [REDACTED] voided the original lease on November 12th, 2020. [REDACTED] sent a revised lease on November 12th, 2020 stating that he had removed Second Nature from the lease because it did not apply to the property. He did not address any of our other questions or requested changes. On November 12th, 2020 at 9:34am I received an email through an automated system from [REDACTED] saying the rent at [REDACTED] had been reduced. [REDACTED] nor [REDACTED] let [REDACTED] and I know that or offered it in our updated lease. I was not sure why they were relisting it. That was when I felt that they were not intending to rent to us. On November 12th, 2020 at 11:21am [REDACTED] asked [REDACTED] why the listing had been lowered in rent and why he was not responding to our three emails. She also asked if it had anything to do with us being an interracial couple. [REDACTED] voided the lease at 11:26am and then responded to [REDACTED] and I at 11:36am saying shame on us, he was withdrawing the offer and "Best of Luck". I had feelings about that because when I think about myself, if I had received a message asking if the lack of response was because we were Black or because of race, my response would not be "shame on you." That felt wrong to me. That part felt off. It was at that point that [REDACTED] said she wanted to file a complaint of housing discrimination, and I agreed because that felt wrong.
- 8.
9. [REDACTED] did not answer our questions about the lease. He would not reply to our emails. He replied through the Docu-sign system. It was an email from [REDACTED] via Docu-sign.

In the email there is a link to review the lease, and below that is his message to us. He repeatedly did not address our questions and mostly just said, "here's a new lease."

10. At the time we applied, I believe the required security deposit was equal to two month's rent. One of the questions we had was why the security deposit was so high. That was abnormal. I have rented a few places, and I have never seen a security deposit that was more than a month's rent. It seemed abnormal. To put it in perspective, our current lease has a security deposit of \$1,000 and rent is \$1,450.
11. I believe [REDACTED] explained that due to my income, he was expecting a higher security deposit. I think for him it was protection against my income. I think that what happened was, when we questioned it, he then dropped the security deposit to a month and a half. It's a little hard to remember because we sent him an email, and he didn't reply to our email. He just sent another lease. When we read the lease, that's where we saw that the security deposit had been lowered. That was what confused us. It was not that he confirmed he lowered it. He just sent us a new lease.
12. My understanding was that the property allowed pets but there was a pet deposit, rent, or fee, which wasn't a huge problem. I remember there was some kind of fee for having a pet. That's not a huge concern for me. I've paid a pet fee in most places I've lived at. That wasn't that big of a deal.
13. I don't think the security deposit amount was tied to having a pet. The security deposit really was because of my income.
14. I did not speak to [REDACTED] or anyone at [REDACTED] over the phone. I believe [REDACTED] spoke to [REDACTED] over the phone because he was calling about our income. That was when she explained that my mom gives me money. She also explained that my credit score was high, around 780. [REDACTED] technically did not interact with me. He did not respond to my emails. We never actually spoke to each other. Throughout the application process, [REDACTED] was not responsive to us.
15. All of the emails I got from [REDACTED] appeared to be automated. [REDACTED] has a website. All the emails that come from the website come under the name of [REDACTED]. Some of the emails from [REDACTED] were advertisements for other properties with links for scheduling showings. He was not necessarily writing the emails, but they are in his name.

16. During the application process I don't recall disclosing my or [REDACTED]'s race to [REDACTED]. The only time we made any mention of race was when [REDACTED] sent [REDACTED] the email on November 12, 2020. In his reply to [REDACTED] he said that the application did not ask about race. I don't know if he said that because he knew we were Black.
17. Throughout the entire process we were always saying we were very interested in the unit. He had not replied to us. We had been sending him emails, and he just did not reply to us. I have had shady landlords before that have not been upfront about their leases, but that part there felt wrong. That was a unique moment for me. We were really upset because we really wanted to live there, but he voided it for us.

I have read the above statement consisting of 4 pages. It is true and complete to the best of my knowledge and belief. I have made all necessary corrections and additions, initialing next to each. I understand that the information I have given is not to be considered confidential and that it may be shown to the interested parties. In accordance with 28 U.S.C. Section 1746, I declare under penalties of perjury that the above statements are true and correct to the best of my knowledge, information, and belief.

[Redacted Signature]

Signature

4-14-21

Date

For Notary Public Use

County/City of Charlottesville

Commonwealth/State of Virginia

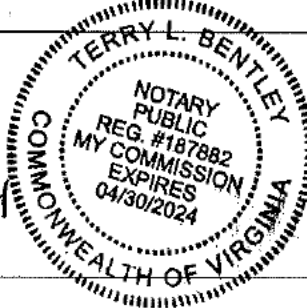
The foregoing instrument was subscribed and sworn before me this 14th day of April 2021, by

[Redacted Name]

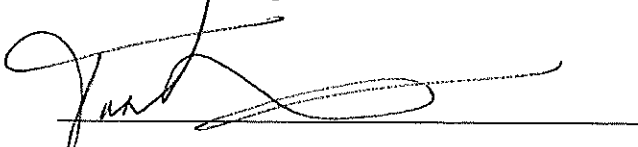
(Name(s) of person(s) seeking acknowledgement)

Terry L. Bentley
Notary Public

My Commission Expires: April 30, 2024



I hereby certify that I obtained the above affidavit in connection with a duly authorized complaint investigation.


Investigator Signature

04/14/2021
Date

Tab E-3

AFFIDAVIT of

OHR Complaint No. 2020-2



The interview for this affidavit was conducted on March 22, 2021.

I, [REDACTED] do solemnly swear and affirm that:

1. My name is [REDACTED] and I self-identify as White or Caucasian, in terms of race.
2. [REDACTED] is my son, and [REDACTED] is my son's girlfriend.
3. I agreed to serve as the lease Guarantor for [REDACTED] and [REDACTED] when they were considering renting [REDACTED] from [REDACTED].
4. [REDACTED] at [REDACTED] sent me a Guarantor of Lease document via email, which I signed.
5. I also spoke with [REDACTED] over the phone, at least once, but maybe twice. I do not recall the dates of the phone calls.
6. When communicating with [REDACTED] on the phone and by email there was no discussion of [REDACTED]'s race or skin color.
7. I provide [REDACTED] with a \$2,500 monthly payment for living expenses. When communicating with [REDACTED] on the phone and by email we did not discuss this payment. [REDACTED] did not ask me about this payment, nor did he request any documentation as proof of the payment.
8. During my communications with [REDACTED] he did not mention the security deposit for the apartment, nor did I see a copy of the lease agreement that [REDACTED] and [REDACTED] were considering.

I have read the above statement consisting of 1 page. It is true and complete to the best of my knowledge and belief. I have made all necessary corrections and additions, initialing next to each. I understand that the information I have given is not to be considered confidential and that it may be shown to the interested parties. In accordance with 28 U.S.C. Section 1746, I declare under penalties of perjury that the above statements are true and correct to the best of my knowledge, information, and belief.

[Redacted Signature]

Signature

4/30/21

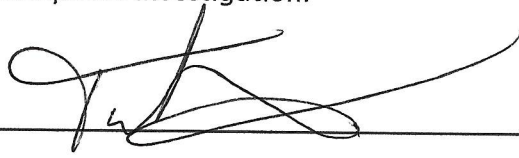
Date

For Notary Public Use

County/City of	[Redacted]
Commonwealth/State of	<u>Maryland</u>
The foregoing instrument was subscribed and sworn before me this <u>30th</u> day of <u>April</u> <u>2021</u> , by	
[Redacted]	
(Name(s) of person(s) seeking acknowledgement)	
<u>John Connor Jr</u>	
Notary Public	
My Commission Expires: <u>04-06-2022</u>	



I hereby certify that I obtained the above affidavit in connection with a duly authorized complaint investigation.



Investigator Signature

05/06/2021

Date

Tab E-4

From: [REDACTED]
To: [Niemeier, Todd](#)
Subject: Fwd: [REDACTED]
Date: Sunday, February 28, 2021 11:24:46 AM

WARNING: This email has originated from **outside of the organization**. Do not click links or open attachments unless you recognize the sender and know the content is safe.

----- Forwarded message -----

From: [REDACTED]
Date: Sun, Oct 18, 2020 at 9:36 AM
Subject: [REDACTED]
To: [REDACTED]



Thanks for your interest in [REDACTED] Charlottesville, VA [REDACTED]

If you would like to schedule a showing, you can do that right now by following this link:

[REDACTED]

If you have any specific questions feel free to respond to this email.

Thank you!

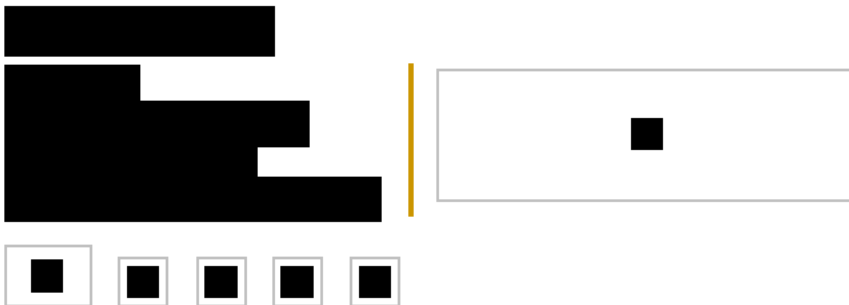
Tab E-5

From: [REDACTED]
To: [Niemeier, Todd](#)
Cc: [REDACTED]
Subject: RE: FW: Draft Affidavit
Date: Wednesday, March 31, 2021 11:14:42 AM
Attachments: [Screen Shot 2021-03-31 at 11.07.34 AM.png](#)
[Screen Shot 2021-03-31 at 11.09.55 AM.png](#)
[Screen Shot 2021-03-31 at 11.11.14 AM.png](#)
[Screen Shot 2021-03-31 at 11.11.53 AM.png](#)

WARNING: This email has originated from **outside of the organization**. Do not click links or open attachments unless you recognize the sender and know the content is safe.

Todd,

Attached are screenshots of the ads from [REDACTED] which clear states "Security Deposit Is Equal To 1x Months Rent Or 1.5x Months Rent If You Have Pets."



On Mar 30, 2021, 4:44 PM -0400, Niemeier, Todd <niemeier@charlottesville.gov>, wrote:

[REDACTED]

I will do my best to explain. Below is an excerpt from the notice of investigation letter, specifying the act that is being investigated:

On November 12, 2020, the City of Charlottesville Office of Human Rights received a complaint from [REDACTED] against [REDACTED] alleging housing discrimination on the basis of race when, on November 12, 2020, [REDACTED] was notified by email that the offer to lease [REDACTED] was being withdrawn. [REDACTED] reports that she received this email after she raised concerns about a lack of clarity regarding the application process, which she felt was biased against her on the basis of race. Following a review of [REDACTED] personal account of the events leading up to her complaint, the Acting City Manager has determined there is justification to pursue further action and has authorized the Office of Human Rights to conduct an investigation into this matter.

Pursuant to Chapter 2 of the code of the City of Charlottesville, Article XV, Sec. 2-437, it is the duty

SafariFileEditViewHistoryBookmarksWindowHelp

trulia.com

2 Bed, 1 Bath Townhouse | Trulia

trulia

Charlottesville, VA

BuyRentMortgage

Saved HomesSaved SearchesSign up or Log in

FOR SALE BY OWNER

\$415,900

3bd4ba2,256 sqft

2313 Avinity Ct

Charlottesville, VA

FOR SALE BY OWNER

\$349,000

4bd2ba1,938 sqft

130 Buckingham Cir

Charlottesville, VA

\$295,000

4bd2ba1,608 sqft

534 Cleveland Ave

Johnson Village, Charlottesville, VA

FOR SALE BY OWNER

\$999,000

4bd4ba4,273 sqft

1 Bellhouse Ln

Earlysville, VA

Local Information

Map View

Street View

Take a virtual walk around the neighborhood.

Schools

1 Elementary School
1 Middle School
1 High School

Crime

Lowest crime relative to the rest of Charlottesville City county.

Description

This property is not currently for sale or for rent on Trulia. The description and property data below may have been provided by a third party, the homeowner or public records.

Offered by [REDACTED] To view the most accurate information on the listing or to schedule a viewing online, please visit our website [REDACTED]

Qualifications: We look for a 650 credit score, and income 3x the monthly rent *Security deposit can be replaced with a Rhino policy. Rhino is an affordable monthly insurance (plan) that provides us with the same coverage as a security deposit. For more information, please visit their website sayrhino.com. Otherwise, security deposit is equal to 1x months rent or 1.5x months rent if you have pets.

Bedrooms:2 ; Bathrooms: 1

Furnished: No

Deposit: One months rent

Application fee: \$45 per adult

FANTASTICAL-HELPER

smoke detector replacement at 1:30 PM

It will take 2 hr, 15 min to drive to 808 Orangedale Ave, Charlottesville VA 22903, United States.

now

Screen Shot

21-03...7:34 AM

1

SafariFileEditViewHistoryBookmarksWindowHelp

hotpads.com

hotpads

Apartment

Houses

My list

Alerts

Charlottesville, VA

All filters

Any price

All beds, all baths

Commute

Pets

Get alerts

More Listings

To view the most accurate information on the listing or to schedule a viewing online, please visit our website

Qualifications: We look for a 650 credit score, and income 3x the monthly rent

Bedrooms:2 | Bathrooms: 1

Furnished: No

Deposit: One months rent

Application fee: \$45 per adult

Rooms and Interior: Hardwood floors, Carpet floors, Living room

Kitchen and Bath: Refrigerator, Stove / oven

Utilities and Extras: Radiator heat, Window-unit AC, Street parking, Laundry in unit, Internet access available, Not furnished

Lease Terms: Pets negotiable, Tenant pays all utilities, One year lease, No smoking, Dogs ok, Cats ok, Tenant pays trash removal, Lawn care included

12 month lease minimum

Renters Insurance: Required

No smoking

Resident Benefits Package: \$33/mo.

SimpleBills (\$10/mo.)

Liability program (fulfills renters insurance requirement) (Optional)

Second Nature (Optional)

3 D Tour Available

*Security Deposit Can Be Replaced With A Rhino Policy. Rhino Is An Affordable Monthly Insurance (Plan) That Provides Us With The Same Coverage As A Security Deposit. For More Information, Please Visit Their Website Sayrhino.Com. Otherwise, Security Deposit Is Equal To 1x Months Rent Or 1.5x Months Rent If You Have Pets.

FANTASTICAL HELPER

smoke detector replacement at 1:30 PM

It will take 2 hr, 15 min to drive to 808 Orangedale Ave, Charlottesville VA 22903, United States.

Screen Shot

11-03...9:55 AM

Screen Shot

11-03...7:34 AM

Tab E-6

WARNING: This email has originated from **outside of the organization**. Do not click links or open attachments unless you recognize the sender and know the content is safe.

From: [REDACTED]
Date: Thu, Oct 22, 2020 at 7:21 PM
Subject: Fwd: [REDACTED] Following up on [REDACTED] Charlottesville, VA 22902
To: [REDACTED]

From: [REDACTED]
Date: Thu, Oct 22, 2020 at 4:42 PM
Subject: [REDACTED] Following up on [REDACTED] Charlottesville, VA 22902
To: [REDACTED]

[illegible]

Tab E-7

From: [REDACTED]
To: [Niemeier, Todd](#)
Cc: [REDACTED]
Subject: Re: FW: Draft Affidavit
Date: Monday, March 29, 2021 9:43:19 AM
Attachments: [REDACTED]

WARNING: This email has originated from **outside of the organization**. Do not click links or open attachments unless you recognize the sender and know the content is safe.

Todd,

Attached is the lease agreement we sent to the prospective tenants. This is the only draft we sent to them but was sent several times as a reminder to sign, which they never did sign. I have also attached their applications.

It is important to note, at no time was any consideration given to any factors other than the prospective tenant's refusal to pay the pet deposit. I think it would important to ask if they are paying pet rent, pet deposit or an increased security deposit at their current location. Asking for addition rent or security deposit is industry standard when moving into a property with a pet (or pets in this case).

[REDACTED]

[REDACTED]



On Mar 24, 2021, 4:44 PM -0400, Niemeier, Todd <niemeier@charlottesville.gov>, wrote:

[REDACTED]

I hope all is well with you.

I am following up regarding your affidavit. Since we last spoke, I have interviewed [REDACTED] and [REDACTED]. I also received some documentation about which I would like to ask you some further questions. In the interest of minimizing the number notarized statements, I think it might be helpful to schedule a time to talk soon, so that I can add your responses to my follow-up questions as statements to your pending affidavit.

In preparation for our conversation, I also request the following documentation (electronic

versions are fine), from [REDACTED]

1. A copy of [REDACTED] and [REDACTED] completed application.
2. Copies of any supporting materials submitted by [REDACTED] and [REDACTED] as part of the application process.
3. A copy of the draft lease agreement.
 - a. Note, that per my conversation with [REDACTED] and the subsequent email records he shared with me, a link to the lease via Docu-sign was sent to [REDACTED] on 10/30/2020, 11/2/2020, 11/5/2020, 11/8/2020, 11/11/2020, and 11/12/2020.
 - b. If the content of the lease was different when sent to [REDACTED] on any or all of the dates above, a copy of each version would be helpful.

My intent here is to make sure that the evidentiary record is complete and is available to clarify and verify any differences in the accounts of events presented by all parties.

If any of the above is unclear, I am happy to speak with you by phone. If I do not hear from you before Friday, 3/26/2021, I will give you a call. Thank you again for your time and cooperation.

Sincerely,

Todd

Todd Niemeier

(He/His/Him)

Community Outreach & Investigation Specialist

City of Charlottesville

Office of Human Rights

Office: 434-970-3023

Cell: 434-443-0048

Confidentiality Notice: The information contained within this e-mail (including, without limitation, any attachments) is confidential or restricted pursuant to federal and/or state law. This e-mail is intended only for the above-named recipient(s). If you are not one of

Tenant Application Form

Thank you for your interest in our property! Please read and complete all required information sections provided. The application is \$45 per adult and you will be asked to pay after filling out the application. We need an application from each individual residing in the unit over 18. If you have any questions, contact us immediately. We review applications on a first come first serve basis. [REDACTED] will review applications within 24 hours, once approved we send it on to the owner for approval which can take up to 72 hours. You will be asked to submit verification of income. We will accept the following; pay stubs, tax returns, bank statement, offer letter, social security docs., disability insurance, pension, court-ordered payments, unemployment documentation.

Please disable any popup blockers prior to filling out application*

Application fees are non-refundable*

NOTICE: Before you apply, please read our [REDACTED]

Applicant Information

First Name	[REDACTED]	Current Address	[REDACTED]
Full Middle Name	[REDACTED]	Address Cont.	
Last Name	[REDACTED]	City	[REDACTED]
Suffix		State / Province	[REDACTED]
Maiden Name		Zip / Postal Code	[REDACTED]
Gender	Unknown	County	
Home Phone		Country	USA
Mobile Phone	[REDACTED]	Rent or Own?	Rent
Email	[REDACTED]	Landlord Name	[REDACTED]
SSN/SIN	[REDACTED]	Landlord Email	[REDACTED]
Date of Birth	[REDACTED]	Landlord Phone	[REDACTED]
Driver's License #	[REDACTED]	Rent Amount	1485
Driver's License State	[REDACTED]	Rent Period	Month
Do You or The Other Prospective Tenant(s) Smoke?	No	At this address since?	07/15/2019
Where They Smoke?			

Prior Residence Information

Address		Landlord/Manager Name	
Address Cont.		Landlord/Manager Email	
City		Landlord/Manager Phone	
State / Province		Rent Amount	1800
Zip / Postal Code		Rent Period	Month
County		Move in date	07/01/2018
Country	USA	Rent or Own?	Rent
		Move out date	07/15/2019

Employment/Income Information

Currently Employed?	Employer Name	Contact Name for Verification	Phone Number	Occupation	Monthly Gross Income	Employment Start	Employment End
Employment # 1							
Yes				Program Director	4000	08/01/2016	

Other Applicants, Guarantors and Household Members

Relationship	First Name	Full Middle Name	Last Name	Suffix
Primary Applicant				
Co-applicant				

Pets

No Pets

Vehicles

No Vehicles

Background Information

Have you (or any person you have named on this application) ever been evicted from a tenancy or left owing money?

No

Do you or any of the members of your household have pending criminal charges, or ever been convicted of, plead guilty or no contest to, any criminal offense(s) or had any criminal offense(s) other than traffic infractions that were disposed of other than by acquittal or a finding of "not guilty"?

No

Have you (or any person you have named on this application) ever filed for, or currently involved in a bankruptcy, been foreclosed on, or been a defendant in a civil suit?

No

Reference #1 Name		Reference #1 Phone	
Reference #2 Name		Reference #2 Phone	

Other Information

Desired Move-In Date 11/02/2020

Do you have any pets. If so, please add in pet section -

Property you are applying for

Application Agreement

I have read, agree and affirm that all of my statements and information provided in this application are true and complete. I acknowledge that false, undisclosed, incomplete or misleading information herein may constitute grounds for rejection of this application, termination of right of occupancy of all residents and occupants under a lease and/or forfeiture of deposits and fees, and may constitute a criminal offense under the laws of this state.

I understand that this application is preliminary only and does not bind you to execute a Lease or to deliver possession of the premises to me. I authorize you to contact any references listed above and to obtain consumer reports, which may include credit, rental payment and/or eviction history and criminal background information about me and in order to verify the above information. I understand that as my prospective landlord, any co-applicants, occupants, or guarantors that may be added to this application may need to consent to and successfully pass consumer background screening reports.

By agreeing, I authorize you to obtain subsequent consumer reports, including credit reports, to ensure that I continue to satisfy the terms of my tenancy, for the collection and recovery of any financial obligations relating to my tenancy, or for any other permissible purpose. Further, if I have included information on co-applicants, other adult household members, and/or guarantors on this application, I affirm that those individuals have knowledge of their inclusion on this application and expressly authorize you to obtain subsequent consumer reports, including credit reports. I understand that you may report all positive and negative rental payment history to consumer reporting agencies who track this information for landlords, mortgage companies and other creditors. I and all occupants or guarantors hereby release from all liability or responsibility all persons and corporations requesting or supplying such information.

☒ I Agree and affirm all of the above

All Applicants, co-applicants and guarantors (if any) must sign below:

.....		
Printed Name	Signature	Date

Tab E-8

From: [REDACTED]
To: [Niemeier, Todd](#)
Cc: [REDACTED]
Subject: Re: FW: Draft Affidavit
Date: Monday, March 29, 2021 9:43:19 AM
Attachments: [REDACTED]

WARNING: This email has originated from **outside of the organization**. Do not click links or open attachments unless you recognize the sender and know the content is safe.

Todd,

Attached is the lease agreement we sent to the prospective tenants. This is the only draft we sent to them but was sent several times as a reminder to sign, which they never did sign. I have also attached their applications.

It is important to note, at no time was any consideration given to any factors other than the prospective tenant's refusal to pay the pet deposit. I think it would important to ask if they are paying pet rent, pet deposit or an increased security deposit at their current location. Asking for addition rent or security deposit is industry standard when moving into a property with a pet (or pets in this case).

[REDACTED]

[REDACTED]



On Mar 24, 2021, 4:44 PM -0400, Niemeier, Todd <niemeier@charlottesville.gov>, wrote:

[REDACTED]

I hope all is well with you.

I am following up regarding your affidavit. Since we last spoke, I have interviewed [REDACTED] and [REDACTED]. I also received some documentation about which I would like to ask you some further questions. In the interest of minimizing the number notarized statements, I think it might be helpful to schedule a time to talk soon, so that I can add your responses to my follow-up questions as statements to your pending affidavit.

In preparation for our conversation, I also request the following documentation (electronic

versions are fine), from [REDACTED]:

1. A copy of [REDACTED] and [REDACTED]'s completed application.
2. Copies of any supporting materials submitted by [REDACTED] and [REDACTED] as part of the application process.
3. A copy of the draft lease agreement.
 - a. Note, that per my conversation with [REDACTED], and the subsequent email records he shared with me, a link to the lease via Docu-sign was sent to [REDACTED] on 10/30/2020, 11/2/2020, 11/5/2020, 11/8/2020, 11/11/2020, and 11/12/2020.
 - b. If the content of the lease was different when sent to [REDACTED] on any or all of the dates above, a copy of each version would be helpful.

My intent here is to make sure that the evidentiary record is complete and is available to clarify and verify any differences in the accounts of events presented by all parties.

If any of the above is unclear, I am happy to speak with you by phone. If I do not hear from you before Friday, 3/26/2021, I will give you a call. Thank you again for your time and cooperation.

Sincerely,

Todd

Todd Niemeier

(He/His/Him)

Community Outreach & Investigation Specialist

City of Charlottesville

Office of Human Rights

Office: 434-970-3023

Cell: 434-443-0048

Confidentiality Notice: The information contained within this e-mail (including, without limitation, any attachments) is confidential or restricted pursuant to federal and/or state law. This e-mail is intended only for the above-named recipient(s). If you are not one of

Tenant Application Form

Thank you for your interest in our property! Please read and complete all required information sections provided. The application is \$45 per adult and you will be asked to pay after filling out the application. We need an application from each individual residing in the unit over 18. If you have any questions, contact us immediately. We review applications on a first come first serve basis. [REDACTED] will review applications within 24 hours, once approved we send it on to the owner for approval which can take up to 72 hours. You will be asked to submit verification of income. We will accept the following; pay stubs, tax returns, bank statement, offer letter, social security docs., disability insurance, pension, court-ordered payments, unemployment documentation.

Please disable any popup blockers prior to filling out application*

Application fees are non-refundable*

NOTICE: Before you apply, please read our [REDACTED]

Applicant Information

First Name		Current Address	
Full Middle Name		Address Cont.	
Last Name		City	
Suffix		State / Province	
Maiden Name		Zip / Postal Code	
Gender		County	
Home Phone		Country	
Mobile Phone		Rent or Own?	
Email		Landlord Name	
SSN/SIN		Landlord Email	
Date of Birth		Landlord Phone	
Driver's License #		Rent Amount	1450
Driver's License State		Rent Period	Month
Do You or The Other Prospective Tenant(s) Smoke?	No	At this address since?	07/01/2019
Where They Smoke?			
Spouse Of Primary Applicant	No		

Prior Residence Information

Address		Landlord/Manager Name	
Address Cont.		Landlord/Manager Email	
City		Landlord/Manager Phone	
State / Province		Rent Amount	1800
Zip / Postal Code		Rent Period	Month
County		Move in date	06/06/2018
Country	USA	Rent or Own?	Rent
		Move out date	07/01/2019

Employment/Income Information

No Employee History

Other Applicants, Guarantors and Household Members

Relationship	First Name	Full Middle Name	Last Name	Suffix
Primary Applicant				
Co-applicant				

Pets

Name	Type	Breed	Color	Weight	Age	Gender	Neutered	Declawed	Rabies shot current	Service Animal	Kept Place
	Cat	Tabby	Orange	13	14	Female	Yes	No	No	No	in house

Vehicles

No Vehicles

Background Information

Have you (or any person you have named on this application) ever been evicted from a tenancy or left owing money? No

Do you or any of the members of your household have pending criminal charges, or ever been convicted of, plead guilty or no contest to, any criminal offense(s) or had any criminal offense(s) other than traffic infractions that were disposed of other than by acquittal or a finding of "not guilty"? No

Have you (or any person you have named on this application) ever filed for, or currently involved in a bankruptcy, been foreclosed on, or been a defendant in a civil suit? No

Reference #1 Name [REDACTED]

Reference #1 Phone [REDACTED]

Reference #2 Name [REDACTED]

Reference #2 Phone [REDACTED]

Other Information

Desired Move-In Date

Do you have any pets. If so, please add in pet section

Property you are applying for

Please submit verification of income

Application Agreement

I have read, agree and affirm that all of my statements and information provided in this application are true and complete. I acknowledge that false, undisclosed, incomplete or misleading information herein may constitute grounds for rejection of this application, termination of right of occupancy of all residents and occupants under a lease and/or forfeiture of deposits and fees, and may constitute a criminal offense under the laws of this state.

I understand that this application is preliminary only and does not bind you to execute a Lease or to deliver possession of the premises to me. I authorize you to contact any references listed above and to obtain consumer reports, which may include credit, rental payment and/or eviction history and criminal background information about me and in order to verify the above information. I understand that as my prospective landlord, any co-applicants, occupants, or guarantors that may be added to this application may need to consent to and successfully pass consumer background screening reports.

By agreeing, I authorize you to obtain subsequent consumer reports, including credit reports, to ensure that I continue to satisfy the terms of my tenancy, for the collection and recovery of any financial obligations relating to my tenancy, or for any other permissible purpose. Further, if I have included information on co-applicants, other adult household members, and/or guarantors on this application, I affirm that those individuals have knowledge of their inclusion on this application and expressly authorize you to obtain subsequent consumer reports, including credit reports. I understand that you may report all positive and negative rental payment history to consumer reporting agencies who track this information for landlords, mortgage companies and other creditors. I and all occupants or guarantors hereby release from all liability or responsibility all persons and corporations requesting or supplying such information.

☒ I Agree and affirm all of the above

All Applicants, co-applicants and guarantors (if any) must sign below:

.....
Printed Name

.....
Signature

.....
Date

Tab E-9

Tenant Application Form

Leasing Office Hours

Monday - Saturday 9am-7pm

Thank you for your interest in our property! Please read and complete all required information sections provided. The application is \$35 per adult and you will be asked to pay after filling out the application. We need an application from each individual residing in the unit over 18. If you have any questions, contact us immediately. We review applications on a first come first serve basis. [REDACTED] will review applications within 24 hours, once approved we send it on to the owner for approval which can take up to 72 hours. **You will be asked to submit verification of income. To expedite the application process, please upload to this application. Your application will be considered incomplete if your documents are not attached. If you cannot upload to this application, please email to [REDACTED] and include your first and last names.** We will accept the following; pay stubs, tax returns, bank statement, offer letter, social security docs., disability insurance, pension, court-ordered payments, unemployment documentation.

Please disable any popup blockers prior to filling out application*

Application fees are non-refundable*

For instructions on adding additional applicants or guarantors please [REDACTED]

NOTICE: Before you apply, please read our [REDACTED]

Sec. 8 Applicants: Please upload a copy of your voucher with your application. You will combine your monthly income with the amount per month you receive is assistance. Property will remain on the market until a reservation fee equal to one times the rent is received, since HUD will not allow a lease to be signed until after the property passes inspection.

No Property selected...

Application Service Fee: \$ 3.00

Application Fee: For Applicant/Co-applicant: \$ 35.00 For Other: \$ 35.00 For Guarantor: \$ 35.00

* Required Fields

[Redacted]

[Redacted]

[Redacted]

Primary Applicant Personal Information

First Name *
Full Middle Name *
Last Name *
Suffix
Maiden Name
Driver License # *
Driver License State *

SSN/SIN *
Date of Birth *
Mobile Phone *
Email *
Do you or any of the other prospective tenant(s) smoke? *
If YES, Where do they smoke? *

Current Residence

Current Address *
Address Cont.
City *
State / Province *
Zip / Postal Code *
County
Country *
Rent or Own? *
Landlord/Manager Name *
Landlord/Manager Email *
Landlord/Manager Phone *
Rent Amount *
Rent Period *
At this address since?

Prior Residence

Prior Address *
Address Cont.
City *
State / Province *
Zip / Postal Code *
County
Country *
Rent or Own? *
Landlord/Manager Name *
Landlord/Manager Email *
Landlord/Manager Phone *
Rent Amount *
Rent Period *
Move In Date
Move Out Date

Employment

Employer Name *	Occupation *	Contact For Verification *	Phone Number *	Monthly Gross Income *	Employment Start Date *	Employment End Date

Animals

Name *		Type *	
Breed *		Color *	
Weight *		Age *	
Gender *		Neutered? *	☐ Yes ☐ No
Declawed? *	☐ Yes ☐ No	Rabies shot current? *	☐ Yes ☐ No
Service Animal? *	☐ Yes ☐ No	Where is this pet kept? *	

Background

Have you ever filed for, or currently involved in a bankruptcy, been foreclosed on, or been a defendant in a civil suit? ☐ Yes ☐ No

If answering yes, descr be the action and what year?

Have you (or any person you have named on this application) ever been evicted from a tenancy or left owing money? ☐ Yes ☐ No

If answering yes, explain:

Do you or any of the members of your household have pending criminal charges, or ever been convicted of, plead guilty or no contest to, any criminal offense(s) or had any criminal offense(s) other than traffic infractions that were disposed of other than by acquittal or a finding of "not guilty"? ☐ Yes ☐ No

If answering yes, provide the year, degree:

Reference #1
Name *

Reference #1
Phone *

Reference #2
Name *

Reference #2
Phone *

CoApplicant Personal Information

First Name *
Full Middle Name *
Last Name *
Suffix
Maiden Name
Driver License # *
Driver License State *

SSN/SIN *
Date of Birth *
Mobile Phone *
Email *
Do you or any of the other prospective tenant(s) smoke? *
If YES, Where do they smoke? *

Current Residence

Current Address *
Address Cont.
City *
State / Province *
Zip / Postal Code *
County
Country *
Rent or Own? *
Landlord/Manager Name *
Landlord/Manager Email *
Landlord/Manager Phone *
Rent Amount *
Rent Period *
At this address since?

Prior Residence

Prior Address *
Address Cont.
City *
State / Province *
Zip / Postal Code *
County
Country *
Rent or Own? *
Landlord/Manager Name *
Landlord/Manager Email *
Landlord/Manager Phone *
Rent Amount *
Rent Period *
Move In Date
Move Out Date

Employment

Employer Name *	Occupation *	Contact For Verification *	Phone Number *	Monthly Gross Income *	Employment Start Date *	Employment End Date

Animals

Name *		Type *	
Breed *		Color *	
Weight *		Age *	
Gender *		Neutered? *	☐ Yes ☐ No
Declawed? *	☐ Yes ☐ No	Rabies shot current? *	☐ Yes ☐ No
Service Animal? *	☐ Yes ☐ No	Where is this pet kept? *	

Background

Have you ever filed for, or currently involved in a bankruptcy, been foreclosed on, or been a defendant in a civil suit? ☐ Yes ☐ No

If answering yes, descr be the action and what year?

Have you (or any person you have named on this application) ever been evicted from a tenancy or left owing money? ☐ Yes ☐ No

If answering yes, explain:

Do you or any of the members of your household have pending criminal charges, or ever been convicted of, plead guilty or no contest to, any criminal offense(s) or had any criminal offense(s) other than traffic infractions that were disposed of other than by acquittal or a finding of "not guilty"? ☐ Yes ☐ No

If answering yes, provide the year, degree:

Reference #1
Name *

Reference #1
Phone *

Reference #2
Name *

Reference #2
Phone *

Guarantor Personal Information

First Name *
Full Middle Name *
Last Name *
Suffix
Maiden Name
Driver License # *
Driver License State *

SSN/SIN *
Date of Birth *
Mobile Phone *
Email *
Do you or any of the other prospective tenant(s) smoke? *
If YES, Where do they smoke? *

Current Residence

Current Address *
Address Cont.
City *
State / Province *
Zip / Postal Code *
County
Country *
Rent or Own? *
Landlord/Manager Name *
Landlord/Manager Email *
Landlord/Manager Phone *
Rent Amount *
Rent Period *
At this address since?

Prior Residence

Prior Address *
Address Cont.
City *
State / Province *
Zip / Postal Code *
County
Country *
Rent or Own? *
Landlord/Manager Name *
Landlord/Manager Email *
Landlord/Manager Phone *
Rent Amount *
Rent Period *
Move In Date
Move Out Date

Employment

Employer Name *	Occupation *	Contact For Verification *	Phone Number *	Monthly Gross Income *	Employment Start Date *	Employment End Date

Background

Have you ever filed for, or currently involved in a bankruptcy, been foreclosed on, or been a defendant in a civil suit?

☐ Yes ☐ No

If answering yes, describe the action and what year?

Have you (or any person you have named on this application) ever been evicted from a tenancy or left owing money?

☐ Yes ☐ No

If answering yes, explain:

Do you or any of the members of your household have pending criminal charges, or ever been convicted of, plead guilty or no contest to, any criminal offense(s) or had any criminal offense(s) other than traffic infractions that were disposed of other than by acquittal or a finding of "not guilty"?

☐ Yes ☐ No

If answering yes, provide the year, degree:

Reference #1
Name *

Reference #1
Phone *

Reference #2
Name *

Reference #2
Phone *

Other Information

Desired Move-In Date *

How did you find this
property? ex. Zillow,

Apartments.com, our website *

How many people will
occupy the unit? *

Property you are applying for *

Legal

I have read, agree and affirm that all of my statements and information provided in this application are true and complete. I acknowledge that false, undisclosed, incomplete or misleading information herein may constitute grounds for rejection of this application, termination of right of occupancy of all residents and occupants under a lease and/or forfeiture of deposits and fees, and may constitute a criminal offense under the laws of this state.

I understand that this application is preliminary only and does not bind you to execute a Lease or to deliver possession of the premises to me. I authorize you to contact any references listed above and to obtain consumer reports, which may include credit, rental payment and/or eviction history and criminal background information about me and in order to verify the above information. I understand that as my prospective landlord, any co-applicants, occupants, or guarantors that may be added to this application may need to consent to and successfully pass consumer background screening reports.

By agreeing, I authorize you to obtain subsequent consumer reports, including credit reports, to ensure that I continue to satisfy the terms of my tenancy, for the collection and recovery of any financial obligations relating to my tenancy, or for any other permissible purpose. Further, if I have included information on co-applicants, other adult household members, and/or guarantors on this application, I affirm that those individuals have knowledge of their inclusion on this application and expressly authorize you to obtain subsequent consumer reports, including credit reports. I understand that you may report all positive and negative rental payment history to consumer reporting agencies who track this information for landlords, mortgage companies and other creditors. I and all occupants or guarantors hereby release from all liability or responsibility all persons and corporations requesting or supplying such information.

☐ * By checking this box and clicking Next, I acknowledge that I have read and agree to all of the above terms and this

☐ Request copy of screening report

All Applicants, co-applicants and guarantors (if any) must sign below:

..... Printed Name	 Signature	 Date
-----------------------	--------------------	---------------

..... Printed Name	 Signature	 Date
-----------------------	--------------------	---------------

..... Printed Name	 Signature	 Date
-----------------------	--------------------	---------------

..... Printed Name	 Signature	 Date
-----------------------	--------------------	---------------

Tab E-10

Leasing Office Hours

Monday - Saturday 9am-7pm

Tenant Application

Actions

10%

Thank you for your interest in our property! Please read and complete all required information sections provided. The application is \$35 per adult and you will be asked to pay after filling out the application. We need an application from each individual residing in the unit over 18. If you have any questions, contact us immediately. We review applications on a first come first serve basis. [REDACTED] will review applications within 24 hours, once approved we send it on to the owner for approval which can take up to 72 hours. **You will be asked to submit verification of income. To expedite the application process, please upload to this application. Your application will be considered incomplete if your documents are not attached. If you cannot upload to this application, please email to leasing@pmiccommonwealth.com and include your first and last names.** We will accept the following: pay stubs, tax returns, bank statement, offer letter, social security docs., disability insurance, pension, court-ordered payments, unemployment documentation.

Please disable any popup blockers prior to filling out application*

Application fees are non-refundable*

Security deposits are equal to one months rent. With pets, the security deposit will be raised to 1.5x monthly rent. Based on risk factors such as income not equal to 3x the monthly rent, or a credit score lower than a 650 credit score, the deposit may be raised to 2x monthly rent.

For instructions on adding additional applicants or guarantors please

NOTICE: Before you apply, please read our

Sec. 8 Applicants: Please upload a copy of your voucher with your application. You will combine your monthly income with the amount per month you receive in assistance. Property will remain on the market until a reservation fee equal to one times the rent is received, since HUD will not allow a lease to be signed until after the property passes inspection.

Application Convenience Fee: \$3.00

Continue

RealPage, Inc. is a registered ISO of Wells
Fargo Bank, N.A., Concord, CA

Copyright © Propertyware® 2003-2021. All rights reserved.

Powered By



Propertyware
A RealPage Company

[Terms of use](#) | [Privacy Policy](#)

Tab E-11

From: [REDACTED]
To: [Niemeier, Todd](#)
Subject: Fwd: [REDACTED] - Payment Confirmation
Date: Monday, August 9, 2021 10:23:12 PM

WARNING: This email has originated from **outside of the organization**. Do not click links or open attachments unless you recognize the sender and know the content is safe.

Hi Todd,

I don't believe I shared this confirmation email with you. This is additional supporting evidence for the separate times [REDACTED] submitted an application, once by himself, which I will reforward and once under my application.

Thank you!

[REDACTED]

----- Forwarded message -----

From: **No Reply** <noreply@propertyware.com>
Date: Thu, Oct 22, 2020 at 7:42 PM
Subject: [REDACTED] - Payment Confirmation
To: [REDACTED]

Payment Receipt

Your Payment was Submitted!

Payment Details

Paid To: [REDACTED]
Unit:
Payer Name: [REDACTED]
Payment Account: Visa
Visa ending in [REDACTED]
Payment Date: October 22, 2020
Amount: \$90.00
Service Fee: \$3.00
Total Amount: \$93.00
Confirmation # [REDACTED]

Payment Processing Powered by [RealPage Payments Services](#)

If you have a complaint, first contact the consumer assistance division of RealPage Payments Services LLC at 1-844-530-5785 or RealPagePaymentsServices@RealPage.com.

This is an auto-generated email so please do not use the "Reply" email option. If you need assistance, please email us directly.

RealPage Payments Services, LLC - [2201 Lakeside Blvd, Richardson, TX 75082](#)

1-844-530-5785

Tab E-12

From: [REDACTED]
To: [REDACTED] [Niemeier, Todd](#)
Subject: Fwd: [REDACTED] - Payment Confirmation
Date: Monday, August 9, 2021 10:24:34 PM

WARNING: This email has originated from **outside of the organization**. Do not click links or open attachments unless you recognize the sender and know the content is safe.

This is [REDACTED]'s separate application he accidentally paid for and submitted. This is why he was in the system twice and further illustrates that [REDACTED] did not make an effort to notify me about the listing.

----- Forwarded message -----

From: [REDACTED]
Date: Mon, Aug 9, 2021 at 10:19 PM
Subject: Fwd: [REDACTED] - Payment Confirmation
To: [REDACTED]

----- Forwarded message -----

From: [REDACTED]
Date: Sun, Feb 28, 2021 at 11:24 AM
Subject: Fwd: [REDACTED] - Payment Confirmation
To: Niemeier, Todd <niemeier@charlottesville.gov>

----- Forwarded message -----

From: **No Reply** <noreply@propertyware.com>
Date: Thu, Oct 22, 2020 at 7:18 PM
Subject: [REDACTED] - Payment Confirmation
To: [REDACTED]

Payment Receipt

Your Payment was Submitted!

Payment Details

Paid To:
Unit:

[REDACTED]

Payer Name: [REDACTED]
Payment Account: Visa
Visa ending in [REDACTED]
Payment Date: October 22, 2020
Amount: \$45.00
Service Fee: \$3.00
Total Amount: \$48.00
Confirmation # [REDACTED]

Payment Processing Powered by [RealPage Payments Services](#)

If you have a complaint, first contact the consumer assistance division of RealPage Payments Services LLC at 1-844-530-5785 or RealPagePaymentsServices@RealPage.com.

This is an auto-generated email so please do not use the "Reply" email option. If you need assistance, please email us directly.

RealPage Payments Services, LLC - [2201 Lakeside Blvd, Richardson, TX 75082](#)

1-844-530-5785

Tab E-13

From: [REDACTED]
To: [Niemeier, Todd](#)
Subject: Fwd: [REDACTED]
Date: Monday, March 22, 2021 11:24:38 AM

WARNING: This email has originated from **outside of the organization**. Do not click links or open attachments unless you recognize the sender and know the content is safe.

----- Forwarded message -----

From: [REDACTED]
Date: Thu, Oct 22, 2020 at 8:18 PM
Subject: Re: [REDACTED]
To: [REDACTED]
Cc: [REDACTED]

Hi,

Here's a direct deposit invoice. I also have a fellowship that pays me \$20,000 a year in addition to my job.

[REDACTED]

[REDACTED] is currently a MBA student at [REDACTED] (currently online due to COVID) His parents are covering his living expenses.

Thanks!

[REDACTED] and [REDACTED]

DO NOT ACCEPT THIS CHECK without confirming issuance of Official Statement on back. Other security features are listed on back.

This is not a check

Earnings Statement

Check Date: September 18, 2020
Period Beginning: Sept. 01, 2020
Period Ending: Sept. 15, 2020

Employee Number: [REDACTED] Dept: [REDACTED] Voucher Number: [REDACTED] Net Pay: 1,754.05

Earnings	Hours	Amount	YTD Hrs	YTD Amt
Salary	2292.00	2292.00	39560.04	39560.04
Supplemental		2500.00		2500.00
Retirement		108.05		108.05
Total Gross Pay	2292.00	2292.00	45960.04	45960.04

Taxes	Amount	YTD Amt
Medicare	132.55	132.55
Medicaid	2292.00	2292.00
Federal Income Tax - S/I	142.10	2793.72
Virginia Income Tax - S/I	2292.00	254.57
Virginia S/TW - S/I	2292.00	108.05
Total Tax Withholding	537.95	10072.80

Deductions
No Deductions

Direct Deposits
Amount: 1754.05
Total Direct Deposits

Benefits
Amount: [REDACTED]
Total Direct Deposits

Accruals
Dollars

On Thu, Oct 22, 2020 at 8:04 PM [REDACTED] wrote:

We are in receipt of your application. Please send verification of income/employment at your convenience.

[REDACTED]

[REDACTED]

[REDACTED]

Tab E-14

TWO IS BETTER THAN ONE

A Fuller Picture of the Potential



2020 FELLOWS

2020 FELLOWS



The 2020 Fellows

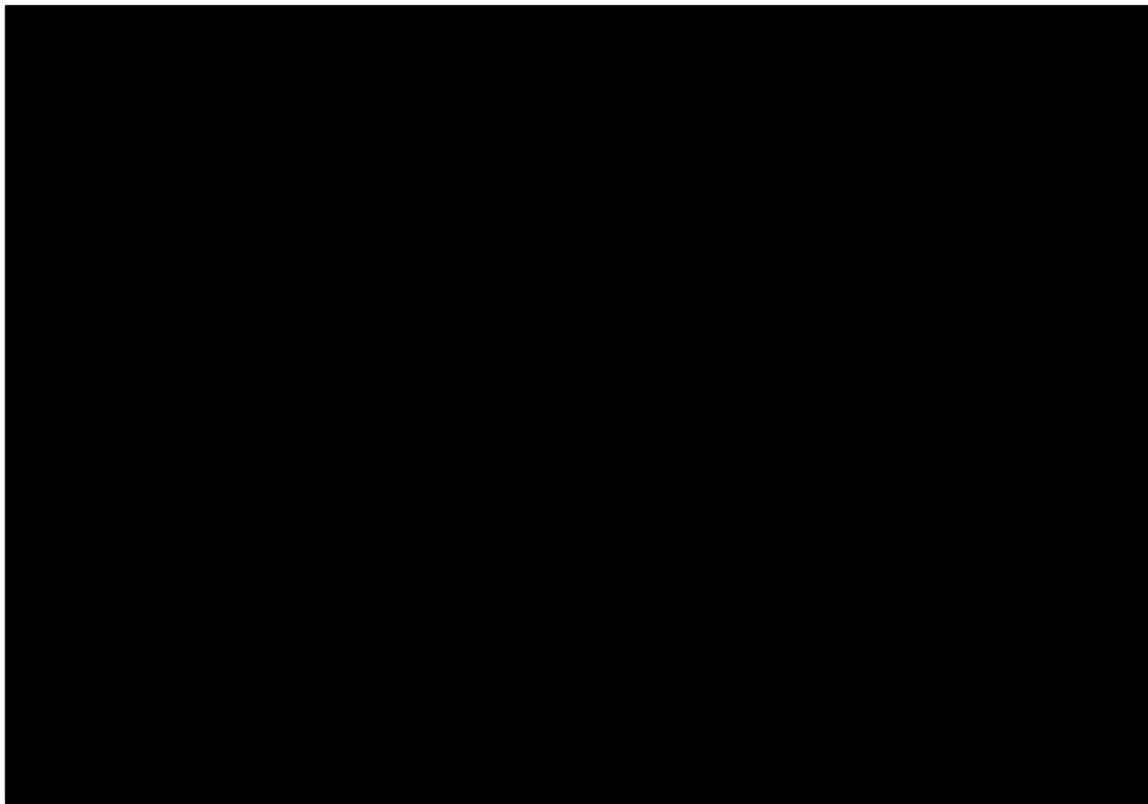
TWO IS BETTER THAN ONE

A Fuller Picture of the Potential

██████████ Fellows were selected as leaders who are ready to take steps to build local and regional food sovereignty, addressing urgent and systemic flaws in the food supply system, which, although most visible in times of crisis, were embedded in centuries old structural racism and colonization, initiated with the nation's founding.



2020 FELLOWS



Tab E-15

PROGRAM DIRECTOR

[!\[\]\(919a2cb85b99741a73c0c31a427236a8_img.jpg\)](#) [!\[\]\(c9cd5a1c35167a83f09a35036fe5dcbd_img.jpg\)](#) [!\[\]\(ae1936640fabdea8c18f922ca69733fe_img.jpg\)](#) [!\[\]\(e81307241bb070bc7c1be4e4328b2244_img.jpg\)](#)

Organization

Location: Charlottesville, VA

In her words...

growing up as a southern Black woman

From her office in Charlottesville VA,

PROGRAM DIRECTOR



Organization

Location: Charlottesville, VA

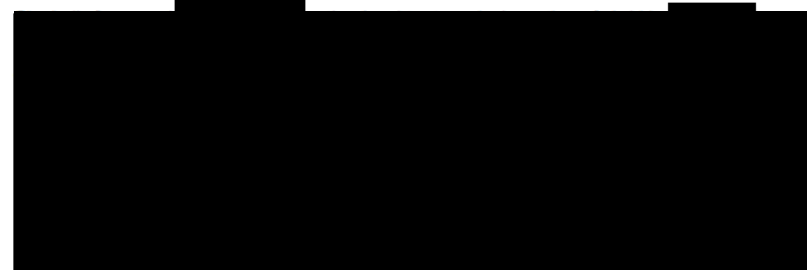
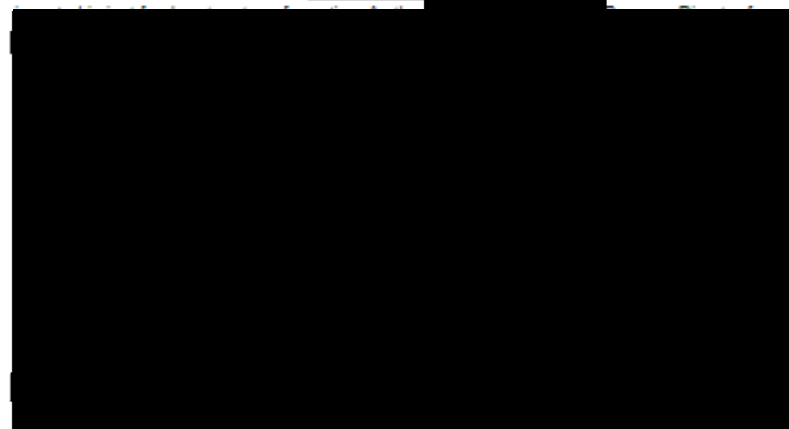
In her words...

" growing up as a southern Black woman "



Story:

From her office in Charlottesville VA,



Tab E-16

From: [REDACTED]
To: [Niemeier, Todd](#)
Subject: Fwd: [REDACTED]
Date: Thursday, November 12, 2020 3:11:58 PM

WARNING: This email has originated from **outside of the organization**. Do not click links or open attachments unless you recognize the sender and know the content is safe.

Hi Todd,

Here's another email chain between us with [REDACTED]. There are a number of updated leases he's shared, each time adding more financial requirements to the lease.

Unfortunately, I don't have every lease version downloaded, but I have the multiple notifications he shared. I'll download those emails and send them to you as well.

[REDACTED]

----- Forwarded message -----

From: [REDACTED]
Date: Mon, Nov 9, 2020 at 10:03 AM
Subject: Re: [REDACTED]
To: [REDACTED]
Cc: [REDACTED]

Hi [REDACTED]

We're interested but the lease and the financial terms keep changing every time you reshare the lease. And to be honest, the financial request to begin the contract is ridiculously high. We've never seen anything like what you've shared.

[REDACTED]

On Sun, Nov 8, 2020 at 6:43 PM [REDACTED]
wrote:

[REDACTED]
Are you still interested in [REDACTED]

[REDACTED]

[REDACTED]



On Nov 2, 2020, 3:31 PM -0500, [REDACTED] wrote:

Hi [REDACTED]

We have read the lease agreement and have a few questions/ concerns. We are excited to move but want to make sure this is a good location for us and fair with the price.

- **Security deposit:** We would prefer a security deposit equal to one months rent \$1425. Currently, the security deposit is unreasonably high for this property. We are still nervous that the installed cooling system will not work effectively, the front door locks are old and lack security for the amount of glass on the front door.
- **Do the windows have screens:** We did not notice screens on the windows. We are concerned that we won't be comfortable with circulation in the house. Is this accurate or did we miss remember your property?
- **Assignment sublease:** there's conflicting information in the lease about replacement tenants should we need to find a sublease to finish out the duration of our lease. We just wanted to confirm that this is okay as there might be a possibility that we move to [REDACTED] late next summer should the pandemic ease.
- **Carpet cleaning:** To what extent does this entail? The house is largely hardwood floors so we were a little confused by this. If we remember the one room with carpet, there were some stains. While this wasn't a deal breaker we don't want to be responsible for it.
- **Pet rent says \$25 on page3 of addendum:** On the entry page it says pet rent is \$50 dollars. But as we read further it was \$25. The \$25 is also congruent with what we saw on Zillow. We ask this be corrected to \$25.
- **Lawn Care:** The front page says that lawn care is covered. However, as we went through the lease the language specified that things like hedges are covered but nothing else. As this is a duplex, we want to check about the responsibilities to be clear who is responsible for mowing the lawn and if the later pages in the lease are a mistake and the lawn care does include mowing the lawn.

Thanks so much!!

[REDACTED] & [REDACTED]

On Thu, Oct 22, 2020 at 8:04 PM [REDACTED] wrote:

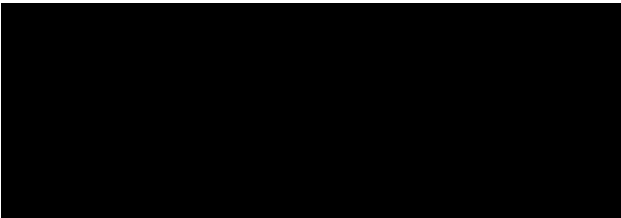
We are in receipt of your application. Please send verification of income/employment at your convenience.

[REDACTED]

[REDACTED]



Tab E-17



Tenant Qualification Acknowledgment

In order to assist you with your decision on your new home, [REDACTED] is providing a list of the guidelines used to qualify applicants for residency. Our policy is to require everyone over 18 to be a leaseholder; therefore, must be approved as a leaseholder. We make very limited exceptions to qualification standards, which include but are not limited to the following criteria:

Identification: Applicants must present a valid government issued photo identification card for each person age 16 years and older that will be living in the Dwelling Unit.

Income: All applicants must have a combined verifiable source of income in an amount in accordance with our current guidelines which is no less than three (3) times the rental rate or a debt-to-income ratio of sixty percent (60%) or less. If an applicant has no income, a guarantor must be obtained or the applicant may be denied.

Credit History: Our credit reporting agency evaluates credit and rental history against indicators of future rent payment performance. An unsatisfactory finding may result in the requirement of an additional deposit, guarantor, or denial.

Guarantors: If a guarantor is needed, he/she must meet the entire qualifying criteria as presented above. All guarantors must have a verifiable source of income in an amount no less than five (5) times the rental rate. A guarantor may be accepted for lack of rental history, lack of credit, or lack of income. The guarantor must pay an application processing fee, sign the Guarantor Addendum, reside in the United States, and may be subject to criminal screening.

Criminal History: Our investigation includes criminal background screening. It is possible your application may be denied due to criminal convictions or charges. We conduct background screening on leaseholders and occupants.

Occupancy: The maximum number of residents permitted to dwell in a home shall not exceed two (2) occupants per bedroom plus one (1).

Pets: Pet restrictions vary at each home. Restricted breeds are: Pit bull (Staffordshire Terriers), Rottweiler, Chow, German Shepherd, Doberman Pinschers, Akitas, Alaskan Malamutes, and/or Wolf-hybrids. If you have pets, please see your Property Manager for further details.

Fair Housing Statement: [REDACTED] is committed to compliance with all federal, state, and local fair housing laws. [REDACTED] subscribes to the universal policy for the achievement of equal housing and no person will be discriminated against because of race, color, age, religion, national origin, sex, familial status, disability, sexual orientation, gender identity, marital status or any other local laws protecting specific classes. All persons involved with the leasing and operation of residences are provided with diversity training on fair housing laws and PMI - Cville corporate policies.

ADA Statement: [REDACTED] and the owners are committed to compliance with the Americans with Disabilities Act by allowing the modification of existing premises for reasonable accommodations at the expense of the disabled person, if the disabled person agrees to restore the premises at their own expense to the pre-modified condition provided the modification would not affect the use and enjoyment of the premises for future tenants.

Tab E-18

3 Bed / 1 Bath Duplex (Available Now)



Rent: **\$1,375.00** **Size:** 1020 SqFt

3 Beds 1 Baths Duplex

Deposit: \$0.00 USD

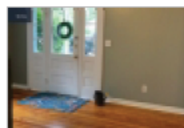
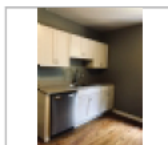
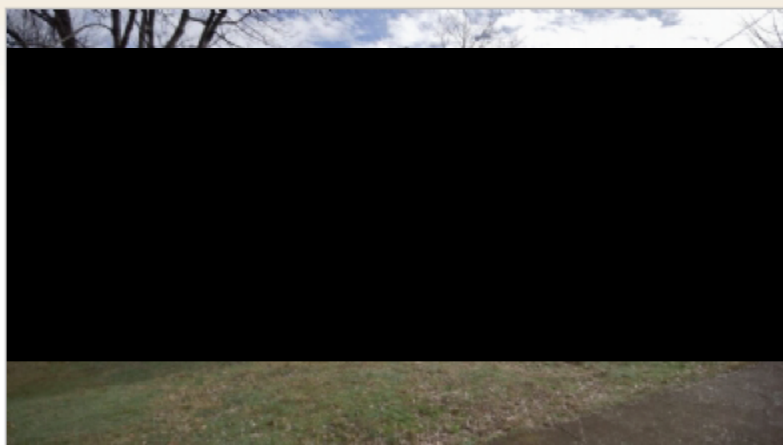
One months rent, or security deposit can be replaced with Rhino policy (sayrhino.com)

Application Fee: \$45.00 USD

Included Utilities:

Lawn Service

For more information:



Property Description

Offered by

To view the most accurate information on the listing or to schedule a viewing online, please visit our website.

Qualifications: We look for a 650 credit score, and income 3x the monthly rent.

*Security deposit can be replaced with a Rhino policy. Rhino is an affordable monthly insurance (plan) that provides us with the same coverage as a security deposit. For more information, please visit their website. Otherwise, security deposit is equal to 1x months rent or 1.5x months rent if you have pets.

Utilities: Lawn care included

Property Type: Over/under duplex

Bedrooms: 3 | Bathrooms: 1

Furnished: No

Deposit: One months rent

Application fee: \$45 per adult

Restrictions

Dogs: Dogs (ok)

Cats: Cats (ok)

With pets the security deposit is raised to 1.5x the monthly rent, and pet rent is \$25 per pet a month

Smoking: No Smoking

Housing Assistance Available

Lease Details

12 month lease minimum Renters Insurance:
Required No smoking

Section 8: Housing Assistance Accepted

Date Available: Immediately



Tab E-19

From: [REDACTED]
To: [Niemeier, Todd](#)
Subject: Fwd: [REDACTED] is now off market. But you might be interested in this
Date: Sunday, February 28, 2021 11:26:10 AM

WARNING: This email has originated from **outside of the organization**. Do not click links or open attachments unless you recognize the sender and know the content is safe.

----- Forwarded message -----

From: [REDACTED]
Date: Fri, Oct 30, 2020 at 9:05 AM
Subject: [REDACTED] is now off market. But you might be interested in this
To: [REDACTED]

Hello [REDACTED]

Unfortunately, the apartment at [REDACTED] has been taken off the market.

There is some good news. We have a couple additional places that may be what you're looking for. They're included below.

If you have any questions, please do reply to this email.

[REDACTED]

[REDACTED]

Not interested in getting additional updates? [Just let us know \(unsubscribe\)](#).

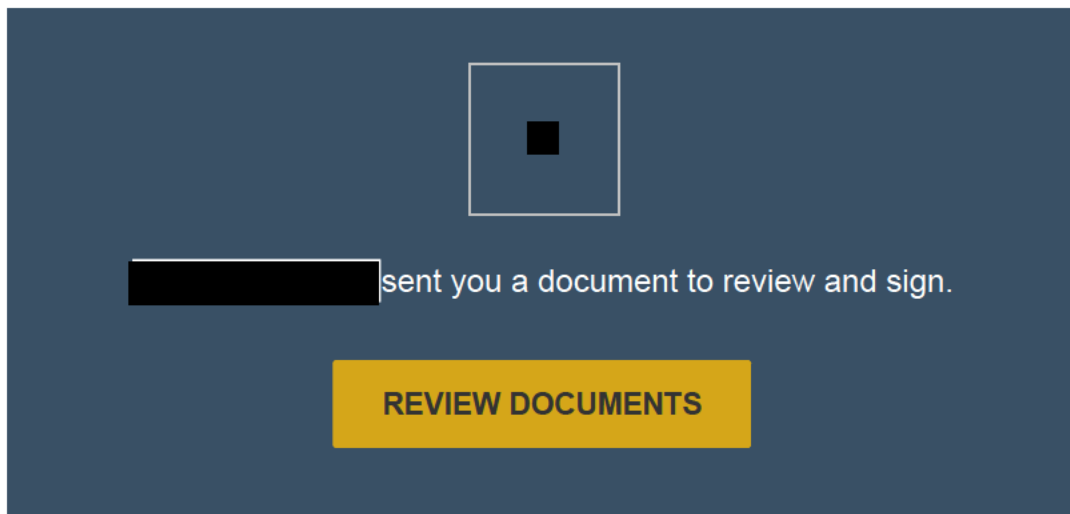
Tab E-20

From: [REDACTED]
To: [Niemeier, Todd](#)
Subject: Fwd: [REDACTED] DocuSign: [REDACTED] Lease agreement
Date: Sunday, February 28, 2021 11:26:20 AM

WARNING: This email has originated from **outside of the organization**. Do not click links or open attachments unless you recognize the sender and know the content is safe.

----- Forwarded message -----

From: [REDACTED]
Date: Fri, Oct 30, 2020 at 12:06 PM
Subject: [REDACTED] DocuSign: [REDACTED] Lease agreement
To: [REDACTED]



[REDACTED]

Hello all,

Your lease is ready for signing by clicking the link below. After you have signed, it will be sent to the owner for their signature. As soon as the owners have signed we will upload all your documents to a tenant portal and you will be emailed a link to set this up. This will give you the ability to make a payment towards your security deposit online. We will require first months rent and security deposit prior to move-in. For more instructions, please see the new tenant email that will be sent around the same time your portal set up email is sent.

In the event the owner has any changes, this document will be voided and we will send an updated lease shortly.

Powered by 

Do Not Share This Email

This email contains a secure link to DocuSign. Please do not share this email, link, or access code with others.

Alternate Signing Method

Visit [DocuSign.com](https://www.docusign.com), click 'Access Documents', and enter the security code:



About DocuSign

Sign documents electronically in just minutes. It's safe, secure, and legally binding. Whether you're in an office, at home, on-the-go -- or even across the globe -- DocuSign provides a professional trusted solution for Digital Transaction Management™.

Questions about the Document?

If you need to modify the document or have questions about the details in the document, please reach out to the sender by emailing them directly.

Stop receiving this email

[Report this email](#) or read more about [Declining to sign](#) and [Managing notifications](#).

If you are having trouble signing the document, please visit the [Help with Signing](#) page on our [Support Center](#).



[Download the DocuSign App](#)

This message was sent to you by  who is using the DocuSign Electronic Signature Service. If you would rather not receive email from this sender you may contact the sender with your request.

Tab E-21

From: [REDACTED]
To: [Niemeier, Todd](#); [REDACTED]
Subject: Supporting Documents for Case Rebuttal
Date: Monday, August 2, 2021 11:48:32 AM
Attachments: [history of lease signing 2.PNG](#)
[Screenshot 2021-05-04 144242.png](#)
[history of lease signing.PNG](#)
[lease that \[REDACTED\].signed.pdf](#)
[lease agreementb1.pdf](#)

WARNING: This email has originated from **outside of the organization**. Do not click links or open attachments unless you recognize the sender and know the content is safe.

Hi Todd,

I'm attaching the screenshots we pulled in May. I haven't edited any of them, which I mention because one screenshot has personal information about my job contract on it. I would really like for that to be blacked out if the documents are shared. I look forward to speaking with you at 1 pm.

The documents attached show that there were two versions of the lease agreement which were both voided on November 12th. I think it demonstrates the confusion [REDACTED] and I had. I was able to pull and attach to the lease agreements as well. The one [REDACTED] has signed was the original document we had questions about. You can see the pet rent listed on page 2 of the lease conflicted with the rent presented in the pet addendum document page 20 which lists the pet rent as \$25. Page 2 of the document had a lot of fees which is what prompted our questions that [REDACTED] ignored and never answered.

Thank you so much for holding this. We appreciate you beyond words!

[REDACTED]



**VIRGINIA REALTORS®
RESIDENTIAL LEASE**

(This is a legally binding contract. If not understood, seek competent advice before signing.)



EFFECTIVE DATE OF LEASE: 11/15/2020

The property will be shown and made available to all persons without regard to any protected class under federal, state or local fair housing law or regulations, or the REALTOR® Code of Ethics.

THIS LEASE AGREEMENT (the "Lease") is made as of 10/30/2020 (date), by and between [REDACTED] ("Landlord") whose address is [REDACTED]; through [REDACTED] ("Landlord's Broker," who represents Landlord) whose address is [REDACTED]; and [REDACTED] ("Tenant"); through [REDACTED] ("Tenant's Broker," who represents Tenant). Landlord's Broker is sometime hereinafter referred to as "Agent".

NOW, THEREFORE, in consideration of the mutual covenants and conditions contained therein, Landlord and Tenant agree as follows:

Landlord does hereby lease and demise unto Tenant, and Tenant does hereby lease and take from Landlord the dwelling unit hereinafter described:

1. SUM



☐ pm

☐ pm

- d. Description of Dwelling Unit:
Unit Type Duplex Number of Baths: 2
Number of Bedrooms 3 Year built: 1920
- e. Appliances and other personal property provided:
washer/dryer, range, fridge, dishwasher, microwave
- f. Occupancy of the Dwelling Unit shall be limited to 0 persons whose names other than Tenant are as follows ("Occupants"):
- g. i) Utilities provided by Landlord and included in Rent:
Landscaping
- ii) Utilities that Tenant must obtain individually: Electric, water/sewer, trash, cable/internet
- iii) Utilities provided by Landlord, and billed separately to Tenant: _____

h. Rent

Base Rent: \$ 1425

Pet Rent, if applicable: \$ 50

Damage Insurance Premium: \$ 0

Renter's Insurance Premium: \$ 0

Other : \$ n/a

Other : \$ n/a

Other : \$ n/a

Total Monthly Rent: \$ 1475

Prorated Rent (for period from 11/15/20 to 11/31/20): \$ 786.72

Additional Rent:

Non-Refundable Lease Fee: \$ 0

Non-Refundable Pet Fee, if applicable: \$ 0

Non-Refundable Unauthorized Animal Fee: (\$ 500), if applicable

Damage Insurance:

Administrative fee: \$ 0

Opt-out fee: \$ 0

Renter's Insurance:

Administrative fee: \$ 0

Opt-out fee: \$ 0

Other Renters Liability Program: \$ 12.95

Other Second Nature : \$ 10

Other : \$

Total Rents Due for Lease Term: \$ 18,762.12

Per Diem Rent: \$ 49.17

(Rent may be increased pursuant to the terms of this Lease)

Late Fee: 10% of Total Monthly Rent or 10% of the remaining balance due and owed by Tenant whichever is less.

i. Security Deposit:

Move-In Security Deposit: \$ 2,137.5

Pet Deposit (Additional Security Deposit) \$

Total Security Deposit: \$ 2,137.5

Security Deposit will be held by ☐ Landlord OR ☒ Agent.

j. Cancellation and Renewal of Lease: Either party may terminate this Lease effective as of the end of the then-existing Term by giving the other party written notice at least 90 days before the end of the then-existing Term. If no such notice of termination is given, the Term of this Lease shall be extended for self-renewing terms of month to month. If Landlord intends to change the terms or conditions of this Lease, including increasing the Rent, for any renewal term thereafter, Landlord will give Tenant written notice of the new terms and conditions (the "Renewal Notice") at least 60 days prior to the end of the then applicable term. Should Tenant fail to provide Landlord written notice at least 30 days prior to the expiration of any Lease Term of Tenant's intentions to remain in the Dwelling Unit, or vacate, Tenant shall be deemed to have agreed to the renewal Lease term offered in the Renewal Notice, and all terms contained in the then-applicable form of Landlord's Lease (a copy of which shall be provided to Tenant(s) upon request, and at the time of Lease signing), and shall be bound by these terms, until such time as the Lease is terminated in accordance with this Section.2. **APPLICABLE VIRGINIA LAW.** This landlord tenant relationship is in accordance with Chapter 12 of Title 55.1 of the Code of Virginia generally known as the Virginia Residential Landlord Tenant Act (the "VRLTA").

3. SECURITY DEPOSIT. Tenant has deposited the amount shown in Section 1(i) as a Security Deposit, to secure a complete and faithful performance by Tenant of all terms and conditions of this Lease, and the obligations imposed on Tenant by applicable Virginia Law.

- a. Disposition. Pursuant to the VRLTA, Landlord may apply all or part of the Security Deposit (which includes the Pet Deposit) to the payment of accrued Rent and the amount of any damages that have been suffered by Landlord, including but not limited to, physical damages and any damages that may be caused by an assistance animal, appropriate charges to Tenant not previously reimbursed to Landlord, charges that may be due by Tenant to third-party utility providers in accordance with the provisions of Section 55.1-1226 of the VRLTA, and actual damages for breach of this Lease, including attorneys' fees and costs. Damages shall be calculated based on replacement costs of items, not the depreciated value. Landlord shall have the right to apply the Security Deposit to any outstanding fees, charges or other amounts due first, and then to any unpaid Rent. The Security Deposit and the Pet Deposit may be applied by Landlord to any amounts due Landlord without regard to whether such amounts are due because of damages caused by animal(s) of Tenant. Within 45 days after the termination of the tenancy or the date Tenant vacates the Dwelling Unit, whichever is later, Landlord will provide Tenant with a written security deposit disposition statement, including an itemized list of damages, and with payment of any amount due to Tenant. If Tenant complies with all terms and conditions of the Lease and with the VRLTA, Landlord will return to Tenant the Security Deposit, together with any accrued interest if required by law. If the damages to the Dwelling Unit exceed the amount of the Security Deposit and require the services of a third-party contractor, Landlord shall give written notice to Tenant advising of the fact within a 45 day period. If such notice is given, Landlord shall have an additional 15 day period to provide an itemization of the damages and the cost of repair. There is no interest due and payable on the Security Deposit in accordance with the VRLTA for any Security Deposit received after January 1, 2009. If the Security Deposit was received prior to January 1, 2009, the VRLTA provides that any accrued interest due and payable shall be paid to Tenant no later than 45 days after termination of the tenancy and return of possession of the Dwelling Unit by Tenant. Since January 1, 2009, any interest earned on the Security Deposit will be retained by Agent to cover administrative costs.
- b. Forwarding Address. Tenant shall provide Landlord written notice prior to vacating the Dwelling Unit of the forwarding address so that Landlord can forward to Tenant a statement explaining the disposition of the Security Deposit prior to the end of the 45-day period provided herein. Regardless of the number of tenants subject to a rental agreement, if Tenant fails to give notice of a forwarding address, Landlord will send the security deposit disposition statement to the last known address of Tenant, but will retain the Security Deposit refund, if any, until Tenant notifies Landlord of the appropriate address. If no forwarding address is provided to Landlord, Landlord may continue to hold the security deposit in escrow, or upon the expiration of one year from the date of the end of the 45-day time period, Landlord may pay any balance due to the State Treasurer as unclaimed property, Landlord shall have no further liability to any Tenant relative to the Security Deposit.
- c. Multiple Tenants. Where more than one tenant signs this Lease, a deduction to be made from the Security Deposit will be joint and several, and Landlord is not liable for any understanding that may exist between two or more tenants as to the portion of the Security Deposit that one tenant may be entitled to, as opposed to another tenant. Landlord will draw one check payable to all tenants jointly, or at Landlord's election, to any one tenant who shall be responsible for distribution to the other tenants, and forward same to forwarding address provided to Landlord by written notice as required by subparagraph b above.
- d. Move-Out Inspection. Under the VRLTA, Landlord shall provide written notice to Tenant of Tenant's right to be present at the time of the move-out inspection. Landlord will include in the vacating notice language to inform Tenant of this right to be present. Tenant must make a written request to Landlord to be present at such an inspection, and Landlord will notify Tenant of the inspection times which will occur within 72 hours of the delivery of possession. If Tenant fails to make such a request, Landlord will proceed to do the move-out inspection without Tenant being present.
- e. Setoff Prohibited. Tenant shall have no right to deduct the Security Deposit from the rental payment for the last month of any term of this Lease.
- f. Landlord's Successor Obligated for Security Deposit. If Landlord in any way transfers its interest in the Dwelling Unit, or if the Agent transfers management of the Dwelling Unit or the apartment community in which the Dwelling Unit is located (the "Premises"), to a third party, Agent or Landlord, as the case may be, may transfer the Security Deposit to the transferee after notice is provided to Tenant and both are thereafter released from all liability for the return of the Security Deposit to Tenant. If such a transfer occurs, Tenant agrees to look to the transferee solely for the return of the Security Deposit and to release Landlord and/or Agent, as the case may be, from all obligations and liability relating thereto. If there is a dispute over the Security Deposit, the Agent may file an interpleader action in general district court.
- g. Damage Addendum. The Damage Addendum, if attached, is incorporated by reference herein, establishes a tentative schedule of standard deductions to be utilized by Landlord in assessing charges against Tenant for physical damages to the Dwelling Unit or the Premises, less reasonable wear and tear. Landlord reserves the

right to alter this schedule if the repair costs should become higher than those listed thereon. Landlord further reserves the right to assess against Tenant for such damages the actual costs of the materials and repairs, if there is a variance between the tentative schedule and the actual bill for such materials and repairs. The Damage Addendum also establishes the tentative schedule for charges to be made by Landlord against Tenant during the Term of the tenancy for any damages as may occur.

Landlord reserves the right to require a commercial insurance policy commonly known as "damage insurance" to secure the performance by Tenant of the terms and conditions of this Lease, in lieu of all or part of the security deposit, as provided in Section 55.1-1206 of the VRLTA. The actual costs of any damage insurance policy and the administrative fee as set forth in Section 1(h) shall be charged to the Tenant as additional rent. Tenant shall have the option to purchase their own damage insurance policy, provided the policy otherwise meets the requirements of this paragraph, in which case Tenant shall be charged the monthly opt-out fee specified in Section 1(h). For any damage insurance policy obtained by Tenant in accordance with this paragraph, Tenant agrees to maintain such policy in full force and effect for the full term of this Lease, including any extensions or renewals thereof, and to provide Landlord sufficient proof of such insurance. Tenant may, at any time without consent of Landlord, opt to pay the full Security Deposit to Landlord in lieu of maintaining a damage insurance policy. Any damage insurance policy provided by Landlord shall terminate contemporaneously with the termination of this Lease. The Security Deposit, damage insurance coverage, or any combination thereof, may not exceed a total amount equal to two months of rent.

4. RENT.

- a. Rent Payments. The total Rent for the initial Term of this Lease is set out in section 1(h) of this Lease. Monthly payments of Rent are payable in advance, without demand, and in full without prorating or setoff, on the first day of each calendar month and shall be paid to at the address set forth in section 1(c) above or at such other place as Landlord may designate by advance written notice to Tenant. Landlord is authorized to accept prepaid Rent in accordance with the provisions of the VRLTA. Landlord will provide Tenant a written receipt upon the request of Tenant, if Tenant pays rent in the form of cash or a money order (if allowed by Landlord). Upon the written request of Tenant, Landlord shall provide Tenant with a written statement of charges and payments in accordance with Section 55.1-1204 of the VRLTA.
- b. Late Payment. If the rental payment is received after the fifth day of the month, a Late Fee in the amount specified in section 1(h) of this Lease will be assessed against Tenant. Any rental payment received after legal action has been initiated by Landlord will be accepted with reservation and will be applied to delinquent rent due, but will not affect any legal action instituted by Landlord against Tenant to recover delinquent rent and possession of the Dwelling Unit.
- c. Returned Checks. Landlord reserves the right to require that all monthly installments be made by money order or certified funds, or to require automatic or electronic payment. Checks that are returned for insufficient funds or otherwise, or a failed electronic funds transfer, will result in the following charges: (i) the late charges specified herein; (ii) the face amount of the dishonored payment; (iii) a reimbursement of any fee charged by the bank for such dishonored payment; (iv) an administrative processing fee in the amount of \$50; (v) legal interest from the date of the check or transfer; (vi) a civil recovery not to exceed \$250; and (vii) all other amounts recoverable by Landlord pursuant to this Lease or by law.
- d. Rent is Inclusive. As used in this Lease and under the VRLTA, "Rent" means all money, other than a security deposit, owed or paid to Landlord under this Lease, including prepaid Rent paid more than one month in advance of the Rent due date.

5. INSPECTION AND CONDITION OF DWELLING UNIT.

- a. Move-In Inspection Report. Tenant has made an inspection of the Dwelling Unit, and Tenant agrees that the Dwelling Unit is in a fit and habitable condition, except for such damages as have been itemized in a written "Residential Move-In Move-Out Inspection Report", a copy of which will be submitted by Landlord to Tenant within five days after occupation of the Dwelling Unit by Tenant. The Residential Move-In Move-Out Inspection Report will be deemed correct unless Tenant objects to it in writing within five days after Landlord has provided it to Tenant. Tenant hereby acknowledges that the Residential Move-In Move-Out Inspection Report reflects that there is no visible evidence of mold in the Dwelling Unit or that portion of the Premises which is occupied by Tenant. If Landlord's Residential Move-In Move-Out Inspection Report states that there is visible evidence of mold in the Dwelling Unit, Landlord shall promptly remediate the mold conditions in accordance with the requirements of subsection E of § 8.01-226.12 of the Code of Virginia and reinspect the dwelling unit to confirm that there is no longer visible evidence of mold in the Dwelling Unit. Landlord is not required to make repairs to address damages noted on the Residential Move-In Move-Out Inspection Report unless required to do so by law.
- b. Locks. Landlord, at Tenant's request and at Tenant's sole cost and expense, will have all locks on the Dwelling Unit rekeyed. Tenant may, at any time, ask Landlord to: (i) install one keyed deadbolt lock on all exterior doors, if the Dwelling Unit does not already have one installed on each door; (ii) install a sliding door pinlock

and/or a security bar on each sliding glass door; (iii) install one door viewer on each exterior door; and (iv) change or rekey locks during the Term. Landlord will comply with any such request at Tenant's cost and expense, in accordance with the amounts shown in the Damage Addendum if attached, with all such costs to be paid by Tenant as additional Rent with the next monthly payment of Rent by Tenant, after receipt by Tenant of an invoice from Landlord.

- c. New Locks Pursuant to Court Order. Any Tenant who has obtained an order (excluding ex parte orders) granting such Tenant possession of the Dwelling Unit to the exclusion of one or more other Tenants or Occupants, in accordance with the provisions of Section 55.1-1230 of the VRLTA, may request Landlord to install new locks or other security devices on all exterior doors of the Dwelling Unit. Tenant will reimburse Landlord's actual costs for such new locks or security devices. All such costs will be paid by Tenant as additional Rent with the next monthly payment of Rent by Tenant after receipt by Tenant of an invoice from Landlord.

6. USE, OCCUPANCY AND MAINTENANCE.

- a. Smoking. Smoking is prohibited in any area of the Dwelling Unit or the Premises, including the garage and other enclosed areas, unless otherwise indicated in the rules and regulations, by Tenant, Occupant, and guests. It is Tenant's responsibility to inform Tenant's guests of this no smoking provision of the Lease and prohibit smoking by Tenant's household members or guests while in the Dwelling Unit or on the Premises and/or any restrictions in the rules and regulations.
- b. Use. Tenant covenants that the Dwelling Unit will be used only as a dwelling unit and in a manner that will not disturb neighbors, including harassment of any kind, and that will not damage the Dwelling Unit or the Premises. Tenant will not permit any Occupants or guests or invitees in or about the Dwelling Unit or the Premises either to disturb neighbors, including harassment of any kind, or to cause physical damage to the Dwelling Unit or the Premises. Tenant shall not deliberately or negligently destroy, deface, damage or impair any part of the Dwelling Unit or the Premises (including fixtures, facilities and appliances) or permit any person to do so with or without Tenant's knowledge, and Tenant shall be responsible for any damage caused by Tenant's failure to comply with these requirements. Tenant shall give Landlord prompt notice if any such damages occur.
- c. Occupancy. No persons, other than those named as Tenant and as Occupants in section 1(f) of this Lease, may occupy the Dwelling Unit on a regular basis. For the purpose of this Lease, occupancy by an unauthorized person for more than seven calendar days consecutively, or 14 calendar days in any calendar year, without prior written consent from Landlord, will constitute occupancy of the Dwelling Unit on a regular basis and will constitute a default under this Lease. If at any time more than one person is named as a Tenant on this Lease, the obligations of each Tenant shall be joint and several. Tenant must notify Landlord of any change in the household composition (such as the birth of an infant) during the term of the Lease, within 15 days of such change. The preceding sentence shall not be construed to allow any exceptions to Tenants and the Occupants named in this Lease.
- d. Assignment/Sublease. Tenant shall not assign this Lease or sublet any portion of the Dwelling Unit without the prior written consent of Landlord, which consent Landlord will be under no obligation whatsoever to grant. Landlord shall have the right to consider any assignment or sublease made without Landlord's prior written consent void.
- e. Compliance with Codes; Fixtures. Tenant shall comply with all obligations imposed by applicable building and housing codes materially affecting health and safety, and shall keep the Dwelling Unit, including plumbing and other fixtures, appliances, and facilities in a good, clean, safe and sanitary condition. Tenant shall use in a reasonable manner all electrical, plumbing, sanitary, heating, ventilating, air conditioning, and other fixtures, appliances, and facilities in the Dwelling Unit and shall maintain the utility services paid for by Tenant on at all times during the Lease Term. Tenant shall be responsible for any and all damages caused by Tenant's failure to comply with this requirement.
- f. Appliances. Tenant shall keep all appliances and equipment in good and clean condition, with the exception of reasonable wear and tear. Tenant shall not remove or relocate major appliances or equipment provided by Landlord in the Dwelling Unit without prior written permission of Landlord. Tenant shall not install or use any other major appliances or equipment other than those provided by Landlord in the Dwelling Unit without prior written permission of Landlord.
- g. Smoke Alarms. Tenant shall be responsible for reasonable care and maintenance of smoke alarms in the Dwelling Unit in accordance with Section 55.1-1227 of the VRLTA, and shall be responsible for interim testing and for providing written notice to Landlord of the need for repair of any malfunctioning smoke alarm. Tenant shall not remove or tamper with any smoke alarm, including removing any working batteries, so as to render the alarm inoperative. Pursuant to Section 55.1-1220 of the VRLTA, Landlord shall provide a certificate to the Tenant stating that all smoke alarms are present, have been inspected, and are in good working order no more than once every 12 months.
- h. Carbon Monoxide Alarms. Tenant shall have the right to request in writing that Landlord install a carbon monoxide alarm in the Dwelling Unit, the cost of which may be charged to Tenant, in accordance with Section

55.1-1229 of the VRLTA. Landlord shall install the carbon monoxide alarm within 90 days of the request. Tenant shall not remove or tamper with a properly functioning carbon monoxide alarm, including removing any working batteries, so as to render the carbon monoxide alarm inoperative and shall maintain the carbon monoxide alarm in accordance with the uniform set of standards for maintenance of carbon monoxide alarms established in the Uniform Statewide Building Code.

- i. Mold. Tenant will use reasonable efforts to maintain the Dwelling Unit in such a condition as to prevent accumulation of moisture and the growth of mold, and to promptly notify Landlord in writing of any moisture accumulation that occurs or of any visible evidence of mold discovered by Tenant. Tenant does hereby release Landlord and Agent from any and all claims or liability to Tenant, Occupants, or Tenant's guests or invitees, and does hereby agree to indemnify and hold Landlord and Agent harmless from and against any and all loss, damage, claim, suit, costs (including reasonable attorneys fees and costs at all tribunal levels) or other liability whatsoever resulting from Tenant's failure to comply with the provisions of this subsection or any other provisions of law. Landlord shall provide Tenant with a copy of a summary of information related to mold remediation occurring during the tenancy and, upon request by Tenant, make available the full package of such information and reports not protected by attorney-client privilege.
- j. Trash. Tenant to provide and maintain appropriate receptacles and conveniences for the collection, storage, and removal of ashes, garbage, rubbish, and other waste incidental to the occupancy ("Trash"). Tenant shall be responsible for arranging and paying for the removal of Trash and other waste, including bulk items.
- k. Insects and Pests. Tenant shall keep the Dwelling Unit free from insects and pests, and promptly notify the Landlord of the existence of any insects or pests. Tenant shall be financially responsible for the added cost of treatment or extermination due to Tenant's unreasonable delay in reporting the existence of any insects or pests and be financially responsible for the cost of treatment or extermination due to Tenant's fault in failing to prevent infestation of any insects or pests in the area occupied. Except for the costs of any regularly scheduled pest treatments provided by Landlord, Tenant shall be responsible for the costs of any insect or pest treatments necessary in the Dwelling Unit, which amounts shall constitute additional Rent and must be paid by Tenant with the next monthly payment of Rent after receipt by Tenant of an invoice from Landlord. Tenant shall prepare the Dwelling Unit for the application of insecticides or pesticides in accordance with any written instructions provided by Landlord, and if insects or pests are found to be present, follow any written instructions provided by Landlord to eliminate the insects or pests following the application of insecticides or pesticides. Tenant who has concerns about specific insecticides or pesticides shall notify the Landlord in writing no less than 24 hours before any scheduled insecticide or pesticide application, in accordance with Section 17 of this Lease. Tenant does hereby release Landlord and Agent from any and all claims or liability to Tenant, Occupants, or Tenant's guests or invitees, and does hereby agree to indemnify and hold Landlord and Agent harmless, from and against any and all losses, damages, claims, suits, costs (including reasonable attorneys fees and costs) or other liabilities whatsoever arising from the presence of insects or pests in the Dwelling Unit, and/or resulting from Tenant's failure to comply with the provisions of this subsection or any other provisions of law.
- l. Painting and Alterations. Tenant shall not paint or disturb any painted surfaces or make other alterations to the Dwelling Unit without Landlord's prior written approval. Tenant shall notify Landlord and Agent in the event there is any chipped or peeling paint in the Dwelling Unit.
- m. Compliance with Law. Tenant shall comply with any and all obligations imposed upon Tenant by applicable Virginia law, including the VRLTA.
- n. Animals. Tenant shall use reasonable care to prevent any dog or other animal in possession of the Tenant, Occupants, or guests or invitees from causing personal injuries to a third party in the Dwelling Unit or on the Premises, or property damage to the Dwelling Unit or the Premises.
- o. Landlord Obligations. Landlord shall comply with the specific duties imposed upon landlords in Section 55.1-1220 of the VRLTA. Landlord may only be liable to Tenant for damages proximately caused by Landlord's breach of said statute or a specific provision of this Lease.
- p. Tenant Obligations. Tenant shall promptly report any required maintenance to Landlord or Agent. Tenant shall be financially responsible for the added cost of repair or any other associated costs due to Tenant's unreasonable delay in reporting the existence of any maintenance issues. Tenant shall be responsible for paying the cost of any unnecessary service call and any costs incurred as a result of the Tenant failing to keep appointments with service providers that require access in order to make scheduled repairs.

7. UTILITIES.

- a. The utilities provided by Landlord and included in the Rent are listed in section 1(g)(i). Tenant shall obtain all utility and other services listed in section 1(g)(ii), or not otherwise listed in Section 1(g) as being provided by Landlord. All such utility and other services shall be paid directly by Tenant, and Tenant shall pay any deposits and monthly bills due to the applicable providers. Tenant shall pay in full all charges for utilities and other services which Landlord separately bills Tenant as set forth in section 1(g)(iii), and in accordance with the applicable invoice (if any). Tenant shall keep all essential utility services turned on, in and to the Dwelling Unit during any Lease Term. Landlord shall not be liable for the failure to provide these services or for the

- interruption of such services if such failure or interruption is due to any cause beyond the control of Landlord.
- b. Landlord reserves the right to use sub-metering or energy allocation equipment, or to allocate utility costs on the basis of ratio utility billing ("RUBs"), as provided in the VRLTA, for the utilities provided by Landlord. If Landlord chooses to allocate utility costs on the basis of RUBs, Landlord will bill Tenant for an appropriate prorata share of such utility costs, which bill shall be due and payable as additional Rent at the first of the next month.
 - c. Landlord reserves the right to include water, sewer, electrical, natural gas, or other utilities in the amount of Rent as specified in the Lease.
 - d. If, contrary to this Lease or provisions of the VRLTA, Landlord willfully or negligently fails to supply heat, running water, hot water, electricity, gas, or other essential service, Tenant shall serve a written notice on Landlord specifying the breach if acting under this section and, in such event, and after a reasonable time allowed for Landlord to correct such breach, may
 - i. Recover damages based upon the diminution in the fair rental value of the Dwelling Unit; or
 - ii. Procure reasonable substitute housing during the period of Landlord's noncompliance, in which case Tenant is excused from paying Rent for the period of Landlord's noncompliance, as determined by the court.

8. PERSONAL PROPERTY OF TENANT

- a. Renter's Insurance. All personal property placed in or about the Dwelling Unit or the Premises shall be at the sole risk of Tenant or the parties owning the same, and Landlord shall not be liable for the loss, destruction, theft of, or damage to such property. Tenant shall obtain insurance coverage (commonly referred to as "renter's insurance"), which shall meet the minimum coverage limits and other terms specified by Landlord. The policy shall name Landlord and Managing Agent as interested parties. Landlord reserves the right to require Tenant to pay for the cost of renter's insurance obtained through Landlord, in which case the actual costs for such insurance and the administrative fee as set forth in Section 1(h) shall be charged to Tenant as additional Rent. Tenant shall have the option to purchase their own renter's insurance policy, provided the policy otherwise meets the requirements of this Section 8(a), in which case Tenant shall be charged a monthly opt-out fee as set forth in Section 1(h). For any renter's insurance policy obtained by Tenant in accordance with this Section 8(a), Tenant agrees to maintain such policy in full force and effect for the full term of this Lease, including any extensions or renewals thereof, and to provide Landlord sufficient proof of such insurance. If Tenant allows his renter's insurance to lapse for any reason, Landlord may provide renter's insurance coverage to Tenant. Tenant shall be obligated to pay for the cost of premiums for such insurance until Tenant has provided written documentation to Landlord showing that Tenant has reinstated his own renter's insurance coverage. Any renter's insurance policy provided by Landlord shall terminate contemporaneously with the termination of this Lease.
- b. Other Insurances. Nothing in this section shall be construed to prohibit Landlord from recovering from Tenant, as part of the Rent, the actual costs of insurance coverages provided by Landlord relative to the premises, or the costs of a self-insurance program held in an escrow account, including Landlord's administrative or other fees associated with the administration of such coverages. Landlord may apply such funds held in escrow to pay claims pursuant to Landlord's self-insurance plan.
- c. Abandoned Property. Any items of personal property left in or about the Dwelling Unit after Tenant vacates the Dwelling Unit will be considered abandoned property and may be disposed of by Landlord as Landlord sees fit, provided that Landlord has: (i) given Tenant written notice of termination as required by this Lease or the VRLTA including a notice that any items of personal property left in the Dwelling Unit or the Premises would be disposed of within 24 hours after termination; (ii) given written notice in accordance with subsection 9(d) of this Lease including notice that any items of personal property left in the Dwelling Unit or the Premises would be disposed of within 24 hours after expiration of the seven-day period; or (iii) given written notice to Tenant including a statement that any items of personal property left in the Dwelling Unit or the Premises would be disposed of within 24 hours after expiration of a ten-day period from the date of such notice. Tenant shall have the right to remove its personal property from the Dwelling Unit or the Premises during the 24 hour period after termination during normal business hours, or during normal business hours until Landlord has disposed of the remaining personal property of Tenant. During such 24 hour period and until Landlord disposes of the remaining personal property of Tenant, Landlord shall have no liability for risk of loss of such property.
- d. Death of Tenant. If a Tenant who is the sole occupant of the Dwelling Unit dies, and there is no person authorized by order of a circuit court to handle probate matters for the deceased Tenant, Landlord may dispose of any personal property left by such Tenant upon giving at least ten days written notice in accordance with Section 55.1-1256 of the VRLTA. Such notice shall include a statement that any items of personal property left in the Dwelling Unit shall be treated as abandoned property and disposed of, if not claimed within ten days, subject to subsection (c) hereof. This Lease shall be deemed terminated on the date of death of the Tenant; however, the estate of the Tenant shall remain liable for actual damages in accordance with Section 55.1-

1251 of the VRLTA, subject to Landlord's duty to mitigate damages.

9. ACCESS TO THE DWELLING UNIT AND PREMISES BY LANDLORD AND ITS DULY DESIGNATED REPRESENTATIVE(S); REPAIRS.

- a. Landlord and its duly designated representative(s) may enter the Dwelling Unit and go upon the Premises in order to do the following:
 - i. Upon reasonable notice to Tenant and at reasonable times:
 1. inspect the Dwelling Unit and the Premises;
 2. make necessary or agreed repairs, decorations, alterations, or improvements;
 3. supply necessary or agreed services;
 4. exhibit the Dwelling Unit and Premises to prospective or actual mortgagees, workmen, contractors, appraisers and/or representatives of any owners' association.
 - ii. Landlord will give Tenant at least 24 hours notice, unless impractical to do so, of routine maintenance to be performed that has not been requested by Tenant, and shall not be required to provide prior notice to Tenant for any maintenance requested by Tenant. Landlord may enter the Dwelling Unit without Tenant's consent in cases of emergency.
 - iii. Place a "For Sale" sign upon the Dwelling Unit and Premises and exhibit the Dwelling Unit and Premises to prospective purchasers. After notice of termination of this Lease by Landlord or Tenant or commencing 90 days before the expiration of the Term, place a "For Rent" sign upon the Dwelling Unit and Premises and exhibit the Dwelling Unit and Premises to prospective tenants. Such exhibition may include placing an electronic lockbox on the Premises. Tenant shall cooperate with Landlord or Agent in making the Dwelling Unit available for such showings by other licensed real estate agents, which shall be conducted at reasonable times and with reasonable notice to Tenant. If Tenant, without reasonable justification, refuses to permit Landlord or Agent to exhibit the Dwelling Unit for sale or lease through a licensed real estate agent, Landlord may recover damages, costs, and reasonable attorney fees.
- b. Landlord shall give written notice to Tenant no less than 24 hours prior to an application of an insecticide or pesticide in the Dwelling Unit. If Tenant requests the application of the insecticide or pesticide, no prior notice is required.
- c. If Tenant refuses to allow or prevents access to Landlord as provided herein, in addition to any other remedies available at law or in equity, Landlord may obtain injunctive relief to compel access or may terminate this Lease. In either case, Landlord may recover actual damages sustained and reasonable attorney's fees.
- d. Tenant shall give Landlord notice of any anticipated extended absence of Tenant from the Dwelling Unit in excess of seven days. During such absence of Tenant, Landlord may enter the Dwelling Unit at times reasonably necessary to protect the Dwelling Unit. If Tenant fails to give such notice, Landlord may recover from Tenant any actual damages sustained, and shall have all other rights provided in the VRLTA. If Landlord cannot determine whether Tenant has abandoned the Dwelling Unit, Landlord may serve written notice on Tenant requiring Tenant to give Landlord written notice within seven days that Tenant intends to remain in occupancy of the Dwelling Unit. If by the end of such seven-day period Landlord has not received such notice or has otherwise determined that Tenant has abandoned the Dwelling Unit, the Dwelling Unit shall be presumed abandoned and this Lease shall be terminated as of such date.

In the event there is a non-emergency property condition, including a mold condition that requires Tenant to temporarily vacate the Dwelling Unit to make the necessary repairs, in the sole determination of Landlord, the Landlord may upon no less than 30 days prior written notice to Tenant (or such sooner period as may be agreed to by the parties), require the Tenant to temporarily vacate the Dwelling Unit for a period of not more than 30 days. Landlord shall provide a comparable dwelling unit selected by Landlord at no expense or cost to Tenant, or at Landlord's option to a hotel room as selected by Landlord at no expense or cost to Tenant. Landlord shall not be required to pay for any other expenses of the tenant that arise after the relocation period. Tenant shall continue to be responsible for all Rent due under the Lease without abatement, and shall comply with all other terms and conditions of the Lease during any period of temporary relocation. If the Landlord properly remedies the non-emergency property condition, or the mold condition in accordance with professional standards (as defined in Section 55.1-1200 of the VRLTA), the Tenant shall have no right to terminate the Lease as a result of such condition.

- 10. LANDLORD'S INABILITY TO DELIVER POSSESSION TO TENANT.** If Landlord is unable to deliver possession of the Dwelling Unit to Tenant on the Commencement Date of this Lease through no fault of Landlord, Landlord shall not be liable to Tenant for any damages other than to rebate any Rent paid by Tenant for such portion of the Term during which the Dwelling Unit is not delivered to Tenant. If Landlord cannot deliver possession of the Dwelling Unit or provide

Tenant with an alternative residential dwelling unit acceptable to Tenant within 15 days after the Commencement Date of the Lease, the Lease may be terminated by either Landlord or Tenant by giving notice to the other as provided herein.

11. **CASUALTY DAMAGE.** If the Dwelling Unit is damaged by fire or other casualty, by the failure of or malfunction of any equipment or utilities serving the Dwelling Unit, Tenant shall promptly notify Landlord. If, in the sole determination of Landlord, such damage does not render the Dwelling Unit substantially impaired or require repairs requiring Tenant to vacate the Dwelling Unit, Landlord shall repair the same within a reasonable period of time after service upon Landlord of written notice of such damage by Tenant, and Rent shall not abate during the period of such repairs. If the Dwelling Unit or any part thereof is damaged by fire or other casualty to such an extent that use of the Dwelling Unit is substantially impaired, or required repairs can be made only by Tenant vacating the Dwelling Unit, in the sole determination of Landlord, either Landlord or Tenant shall have the right to terminate the Lease in accordance with the terms of Section 55.1-1240 of the VRLTA by giving to the other party at least 14 days' notice of termination. Landlord shall account to Tenant for the Security Deposit and prepaid rent, as applicable, plus accrued interest on the Security Deposit (if any) based upon the damage or casualty. However, if Landlord reasonably believes that Tenant, Tenant's guests, invitees or Occupants were the cause of the damage or casualty, Landlord shall so notify Tenant and make disposition of the Security Deposit and any prepaid rent by advising Tenant that such funds will be held until a determination is made of the amount of damages caused by Tenant's acts. Landlord shall have the right to apply the Security Deposit and prepaid rent to the damage so caused by Tenant, Tenant's guests, invitees, or Occupants. Except as otherwise provided herein, Tenant does hereby release Landlord from any and all liability, loss, damage or claim resulting from any casualty, and shall require its insurer to waive any rights of subrogation against Landlord. Landlord retains any rights of subrogation against Tenant.
12. **CONDEMNATION.** If all, or a substantial part, of the Dwelling Unit or Premises shall be acquired for any public use by the right of eminent domain, or private purchase in lieu of such right, by a public body vested with the power of eminent domain, this Lease and all rights of Tenant under it shall immediately terminate. The Monthly Rent shall be prorated as of the date of such acquisition, but Tenant shall have no claim against Landlord for any value of the unexpired Term, nor shall Tenant be entitled to any part of the condemnation award or purchase in lieu of such award.
13. **LIABILITY OF LANDLORD/AGENT.** Landlord may only be liable to Tenant for damages proximately caused by Landlord's breach of Section 55.1-1220 of the VRLTA or a specific provision of this Lease. Landlord and Agent shall not be liable for negligence or tort. Landlord and Agent shall also not have any liability of any kind whatsoever for any of the following: failure of utilities or services; acts of God; and any injuries or damages to persons or property either caused by or resulting from fire, falling plaster, dampness, overflow, or leakage upon or into the Dwelling Unit or the Premises of water, rain, snow, ice, sewage, steam, gas, or electricity, or by any breakage in or malfunction of pipes, plumbing, fixtures, air conditioners, or appliances, or leakage, breakage, or obstruction of soil pipes, nor for any injury or damage from any other cause. Tenant acknowledges that any security measures provided by Landlord or Agent will not be treated by Tenant as a further assurance or guarantee against crime or of a reduction in the risk of crime. Neither Landlord nor Agent will be liable to Tenant or any guest, invitee, or Occupant for injury, damage or loss to person or property caused by criminal conduct of other persons, including theft, burglary, assault, vandalism, or other crimes. Neither Landlord nor Agent will furnish security personnel, security lighting, security gates or fences, or other forms of security. If the employees of Landlord or Agent are requested to render services not contemplated in this Lease, Tenant will hold Landlord and Agent harmless from any and all liability for same. If information on Tenant's rental history is requested by others for law enforcement or business purposes, Landlord may provide same in accordance with the "Tenant Consent Form." Landlord and Agent, in addition, shall not be liable under any circumstances of Tenant's failure to provide Landlord or Agent with prompt notice of any such conditions existing in the Dwelling Unit or Premises. Tenant hereby releases Landlord and Agent from any and all liability and agrees to indemnify Landlord and Agent for such losses, with respect to Tenant, and all Occupants and guests or invitees of Tenant. Landlord and Agent may enter into an agreement with a third party service provider to maintain tenant records in electronic form or other medium. In such case, Landlord and Agent shall not be liable under Section 55.1-1209 of the VRLTA in the event of a breach of the electronic data of the third party service provider, except in the case of gross negligence or intentional act.
14. **ANIMALS.** No animals of any kind will be allowed to be kept or maintained on the Dwelling Unit without Landlord's prior written consent and the execution of an addendum entitled "Pet Addendum" or "Assistance Animal Addendum." Landlord reserves the right, however, to prohibit animals, except for qualified service animals, completely from the Dwelling Unit and Premises. Any unauthorized animal(s) in the Dwelling Unit shall constitute a breach of this Lease, and Tenant must pay the Unauthorized Animal Fee listed in section 1(h), if any, along with any other applicable Pet Rent, Fees and Deposit.
15. **REPRESENTATIONS IN APPLICATION FOR LEASE.** This Lease has been entered into in reliance on the information given by Tenant on Tenant's Application for Residential Lease (the "Application"), which by this reference is made a part of this Lease. Tenant shall advise Landlord and Agent in writing of any changes to the information contained in the Application. If any of Tenant's material representations are found to be misleading, incorrect, untrue or omitted,

Landlord may immediately terminate this Lease and require Tenant to vacate the Dwelling Unit.

16. FINANCIAL RESPONSIBILITY. If Landlord is required to make any payment to Tenant hereunder, Tenant agrees that such financial obligation will be satisfied solely from Landlord's estate and interest in the Dwelling Unit and the real estate upon which the Dwelling Unit is situated and the improvements of which it is part, or the proceeds thereof, so that Landlord will incur no individual or other liability for such financial obligations.

17. NOTICE. All notices shall be in accordance with Section 55.1-1202 of the VRLTA, which provides for written notice to be given by regular mail or by hand delivery, with the party giving notice retaining a certificate of mailing, or delivery of the notice, as the case may be. Notice to the Landlord will be given to the Agent's Office or to such other place as may be specified by Landlord or Agent. Notice to Tenant will be given to the address of the Dwelling Unit. Landlord reserves the right for Landlord and Tenant to send notices in electronic form; however, if Tenant so requests, Tenant may elect to send and receive notices in paper form. If electronic delivery is used, the sender shall retain sufficient proof of the electronic delivery, which may be an electronic receipt of delivery, a confirmation that the notice was sent by facsimile, or a certificate of service prepared by the sender confirming the electronic delivery. Landlord will send all electronic notices to the e-mail address provided by Tenant in the Application, and Tenant is required to provide notice to Landlord of any change in e-mail address.

18. MILITARY.

- a. Any Tenant who is a member of the armed forces of the United States or a member of the Virginia National Guard serving on fulltime duty or a Civil Service technician with a National Guard unit may, through the procedure detailed in subsection (b) of this section, terminate this Lease if the Tenant (i) has received permanent change of station orders to depart 35 miles or more (radius) from the location of the Premises; (ii) has received temporary duty orders in excess of three months' duration to depart 35 miles (radius) from the location of the Premises; (iii) is discharged or released from active duty with the armed forces of the United States or from full-time duty or technician status with the Virginia National Guard; or (iv) is ordered to report to government-supplied quarters resulting in the forfeiture of basic allowance for quarters.
- b. If Tenant qualifies to terminate this Lease pursuant to subsection (a) of this section, and in accordance with Section 55.1-1235 of the VRLTA, Tenant may do so by serving on Landlord a written notice of termination at least 30 days prior to the next Rent due date. The termination date shall be no more than 60 days prior to the date of departure necessary to comply with the official orders or any supplemental instructions for interim training or duty prior to the transfer. Prior to the termination date, Tenant shall furnish Landlord with a copy of the official notification of the orders or a signed letter, confirming the orders, from Tenant's commanding officer.
- c. Nothing in this section shall limit the amount of the Security Deposit that Landlord may retain as provided in section 3 of this Lease.
- d. Landlord reserves the right to require, as a condition of this Lease, that Tenant execute a waiver of all or part of the rights the Tenant may otherwise have under the s Civil Relief Act.
- e. If no waiver of rights under the Servicemembers Civil Relief Act is required by Landlord, in the event of a nonpayment of rent by Tenant, Landlord reserves the right to request an allotment from the pay of the servicemember tenant as permitted in the Servicemembers Civil Relief Act.

19. CANCELLATION; RENEWAL.

- a. Either party may terminate this Lease in accordance with section 1(j) of this Lease. If notice of termination is not timely given, the Term of this Lease shall be extended upon the same terms and conditions as set forth in this Lease, for the term specified in section 1(j), until either party gives timely notice to terminate in accordance herewith, unless this Lease is terminated in accordance with any other applicable provision of this Lease or Virginia law; provided, however, that if the duration of the renewal term as set forth herein is less than the number of days specified in section 1(j) to terminate this Lease, then the notice period for terminating any renewal term of this Lease shall be the same period as the renewal term.
- b. If Landlord intends to change the terms or conditions of this Lease, including increasing the Rent, for any renewal term thereafter, Landlord shall give Tenant written notice in accordance with section 1(j) of this Lease, advising Tenant of the new terms and conditions of a renewal lease. Should Tenant fail to provide Landlord timely written notice of Tenant's intentions to terminate the Lease in accordance with the preceding subsection (a), Tenant shall be deemed to have agreed to the terms and conditions set forth in Landlord's Renewal Notice, and shall be bound for such, until such time as the Lease is terminated in accordance with this section.
- c. Any Tenant who is a victim of (i) family abuse as defined by Section 16.1-228 of the Code of Virginia; (ii) sexual abuse as defined by Section 18.2-67.10 of the Code of Virginia; or (iii) other criminal sexual assault under Section 18.2-61 et seq. of the Code of Virginia, may terminate the Lease in accordance with the provisions of Section 55.1-1236 of the VRLTA.
- d. Upon termination of this Lease, Tenant shall surrender the Dwelling Unit in good condition, with the exception

of reasonable wear and tear and must pay for all damages or assessments for damages made by Landlord against Tenant in accordance with the Damage Addendum if attached, other provisions of this Lease, or as Landlord reasonably determines.

20. ACTION BY LANDLORD UPON DEFAULT BY TENANT. Under Virginia law and this Lease, Landlord may terminate this tenancy during the Term of the Lease upon one of the following:

- a. Material Noncompliance by Tenant Failing to Pay Rent When Due. If Tenant fails to pay Rent when due or pays Rent with a bad check or failed electronic funds transfer, and such failure continues after Landlord has delivered Tenant a five-day notice of material noncompliance for failure to pay Rent, Tenant shall be in default, and Landlord may terminate this Lease and Tenant's right to possession, and seek such damages as are appropriate under this Lease and the VRLTA.
- b. Material Noncompliance by Tenant Which Can Be Remedied Within 21 Days. If Tenant fails to comply materially with any other provision of this Lease that can be remedied, Landlord may deliver Tenant a material noncompliance notice stating that if Tenant does not remedy the specified noncompliance(s) within 21 days after receipt of such notice, then if such noncompliance is remediable, this Lease will terminate 30 days after Landlord has delivered Tenant such notice.
- c. Repeat Violations. If Tenant has received a prior written notice that required Tenant to remedy a breach, and Tenant remedied such breach, if Tenant commits a subsequent breach of a like nature as the prior breach, Landlord may deliver Tenant a 30 day termination notice for such repeat violation. Such notice must reference the prior breach of a like nature and state that the Lease will terminate in 30 days for the reasons stated therein without allowing Tenant an opportunity to remedy such subsequent breach.
- d. Nonremediable Violations/Criminal Acts. If Tenant commits a material noncompliance that is not remediable, Landlord may deliver Tenant a termination notice stating that this Lease will terminate in 30 days for the reasons stated therein without allowing Tenant an opportunity to remedy such breach. If a breach of Tenant obligations under Virginia law or this Lease involves or constitutes a criminal or willful act that is not remediable and that poses a threat to health or safety, Landlord may terminate this Lease immediately by delivering Tenant notice. Tenant and any other persons in or about the Dwelling Unit with consent of Tenant, including but not limited to members of the family, guests, invitees or Occupants, shall not engage in criminal activities or activities intended to facilitate criminal activities including any illegal drug-related activity on the Dwelling Unit and any area of the Premises, including common areas and streets, involving a controlled substance (as defined in Section 54.1-3401 of the Code of Virginia) or any activity that involves or constitutes a criminal or willful act that also poses a threat to health and safety. "Illegal drug-related activity" means the illegal manufacture, sale, distribution, use or possession with intent to manufacture, sell, distribute or use of a controlled substance. Neither Tenant, guests, invitees or Occupants of Tenant may engage in the manufacture, sale or distribution of illegal drugs at any location, whether on the Premises or otherwise. Neither Tenant, guests or invitees or Occupants of Tenant may engage in acts of violence or threats of violence, including, but not limited to the unlawful discharge of firearms in the Dwelling Unit or on or near the Premises. A single violation of any of these provisions shall constitute a non-remediable violation of the Lease and justification for termination thereof. Criminal conviction is not required in order for Landlord to terminate this Lease. Nothing herein shall be construed to limit any remedies available under Virginia law for any criminal offenses committed by Tenant, guests, invitees or Occupants of Tenant.
- e. Material Noncompliance by Tenant Which Can Be Remedied by Repairs, Cleaning or Replacement. If Tenant commits a material noncompliance that can be remedied by repair, cleaning or replacement, Landlord shall deliver deliver Tenant notice specifying the breach and stating that Landlord will enter the Dwelling Unit and perform the work. Once the work is complete, Landlord will deliver an itemized bill to Tenant for the work, and such amounts are due as Rent on the next Rent due date, or if this Lease is terminated, immediate payment is due.
- f. Remedies Available to Landlord Upon Termination of Lease. In the event of a breach of the Lease or noncompliance by Tenant, Landlord shall be entitled to recover from Tenant the following, regardless of whether or not a lawsuit is filed or an order obtained from a court, amounts as contracted for in the Lease including: (i) Rent due and owing (through the month of the court date if a lawsuit is pending); (ii) other charges and fees; (iii) late charges, (iv) reasonable attorney's fees in accordance with Section 26 of this Lease, unless in a court action the Tenant proved by a preponderance of the evidence that Tenant's failure to pay rent or vacate was reasonable; (v) costs of the proceeding as provided by law if a court action has been filed; and (vi) damages to the Dwelling Unit or Premises.
- g. Family abuse. If a Tenant is a victim of family abuse as defined in the VRLTA, and the perpetrator is barred from the Dwelling Unit pursuant to Section 55.1-1246 of the VRLTA based upon information provided by Tenant to Landlord, or by a protective order issued by a court of competent jurisdiction, Landlord may not terminate this Lease due solely by an act of family abuse against a Tenant. However, the provisions of the preceding sentence shall not apply if: (i) Tenant fails to provide Landlord, not later than 21 days after the alleged offense, with written documentation corroborating Tenant's status as a victim of family abuse and the

exclusion of the perpetrator from the Dwelling Unit and the Premises; or (ii) the perpetrator returns to the Dwelling Unit in violation of the bar notice, and Tenant fails to so notify Landlord with 24 hours, subject to the provisions of the VRLTA.

- 21. UNLAWFUL DETAINERS; ACCEPTANCE OF RENT WITH RESERVATION.** Landlord may accept full or partial payment of all Rent and receive an order of possession from a court of competent jurisdiction pursuant to an unlawful detainer action filed under Section 8.01-374 *et seq.* of the Code of Virginia, and proceed with eviction. Such notice shall be included in a written termination notice given by Landlord to Tenant under Section 55.1-1245 or in a separate written notice given by Landlord to Tenant within five business days of receipt of Rent. Subsequent to the entry of an order of possession by a court of competent jurisdiction but prior to eviction, provided that notice of acceptance was given by Landlord in a separate written notice given by Landlord to Tenant within five business days of receipt of such payment, Landlord may accept all amounts owed to Landlord by Tenant, including full payment of any money judgment, award of attorney fees and court costs, and all subsequent Rents that may be paid prior to eviction, and proceed with eviction. Writs of possession in cases of unlawful entry and detainer are otherwise subject to Section 8.01-471 of the Code of Virginia. In cases of unlawful detainer, Tenant may pay Landlord or Landlord's attorney, or pay into court all: (i) Rent due and owing through the month of the court date as set forth in the Lease, (ii) other charges and fees set forth in the Lease, (iii) late charges specified in the Lease, (iv) reasonable attorney fees as set forth in the Lease or as provided by law, and (v) costs of the proceeding as provided by law, at which time the unlawful detainer proceeding shall be dismissed. Tenant may invoke the rights granted in this paragraph no more than one time during any 12-month period of continuous residency in the dwelling unit, regardless of the term of the Lease or any renewal thereof.
- 22. NO WAIVER.** If Landlord waives a noncompliance or breach of the Lease or law by Tenant, such waiver shall not be construed as a waiver of any subsequent breach of noncompliance or breach, and this Lease shall continue in full force and effect.
- 23. SUBORDINATION.** Tenant agrees that this Lease is subordinate to the lien of any existing or future deeds of trust or mortgages placed on the Dwelling Unit and Premises, and Tenant agrees to execute whatever additional agreements may be required to so subordinate this Lease. Landlord reserves the right to assign any of Landlord's rights under this Lease at any time.
- 24. SEVERABILITY.** If any provisions of this Lease violate law or equity, the remaining provisions shall remain in full force and effect.
- 25. DISCRIMINATION.** Landlord and Agent shall not discriminate against Tenant in the provisions of services or in any other manner on the basis of any protected class under federal, state or local fair housing law or regulations, or the REALTOR® Code of Ethics.
- 26. REASONABLE ATTORNEY'S FEES/COSTS OF COLLECTION.** If as a result of Tenant's noncompliance with, or a breach of this Lease or the law, Landlord employs an attorney at law, regardless of whether a lawsuit is filed, Tenant agrees to pay Landlord's reasonable attorney's fees and costs in all courts of competent jurisdiction at all tribunal levels, as well as any and all costs recoverable under Virginia law.
- 27. RULES AND REGULATIONS.** Tenant shall abide by any rules and regulations adopted by Landlord applicable to the Dwelling Unit and the Premises, including any and all revisions delivered by Landlord to Tenant, and any rules of any property or homeowner, or similar association in which the Dwelling Unit is located.
- 28. HOLDOVER TENANT.** If Tenant remains in possession of the Dwelling Unit after the required departure date following the termination of this Lease, Tenant will be liable for the following damages sustained by Landlord, or Agent: (i) actual damages which include but not are limited to, holdover rent equal to the Per Diem Rent set forth in section 1(h) multiplied by the number of days Tenant stays in possession of the Dwelling Unit after the vacating date, and storage, hotel, meals, mileage, etc., payable by Landlord to the new tenant or (ii) liquidated damages equal to one-hundred and fifty percent (150%) (or one-hundred percent (100%) for any HUD property) of the Per Diem Rent, multiplied by the number of days Tenant stays in possession of the Dwelling Unit after the vacating date; and (iii) reasonable attorney's fees and court costs. In addition, if Tenant remains in the Dwelling Unit after termination or expiration of the Lease and no new Lease is entered into, the terms of the Lease shall remain in effect, except that the amount of rent shall be either as provided in the terminated Lease, or as provided by Landlord in a written notice to Tenant. Such new Rent amount shall take effect on the next Rent due date following 30 days after the notice. Nothing herein shall be deemed to create a right on the part of Tenant to holdover after the required departure date.
- 29. MODIFICATION, APPLICABLE LAW AND SUCCESSORS.** This Lease and any and all addenda, exhibits or amendments hereto constitute the entire agreement among the parties, and may not be modified or amended except by written instrument executed by Landlord and Tenant. This Lease shall be construed, interpreted and applied according to Virginia law and it shall be binding upon and inure to the benefit of the heirs, personal representatives,

successors, assignees, and subtenants of the parties.

30. STATUTORY NOTICE TO TENANT. Tenant shall exercise whatever due diligence Tenant deems necessary with respect to information concerning sex offenders registered under Chapter 23 (sec 19.2-387 et seq.) of Title 19. Such information may be obtained by contacting the local police department or the Department of State Police, Central Records exchange at (804) 674-2000 or <http://sex-offender.vsp.virginia.gov/sor/>.

31. BANKRUPTCY. Subject to the requirements of the Bankruptcy Code, in the event the Tenant is adjudicated as bankrupt, (or makes an assignment for the benefit of creditors), this Lease, at the option of the Landlord, shall terminate upon 30 days written notice and the Dwelling Unit shall be surrendered to the Landlord, who reserves the right to repossess the Dwelling Unit subject to the applicable provisions of law.

32. NON-BINDING MEDIATION. In an effort to avoid the expense and delay of litigation, the parties agree to submit any disputes or claims arising out of this Lease, including those involving the Landlord's Broker or the Tenant's Broker, to mediation prior to instituting litigation. Such mediation will be **non-binding**, that is, no party will be obligated to enter into any settlement arising out of mediation unless that settlement is satisfactory to that party. Any settlement the parties enter into will be binding, but if the parties are not able to reach agreement on a settlement, they may resort to arbitration or litigation as if the mediation had never taken place. The mediation will be performed by a mutually agreeable mediator or mediation service in the area. This agreement to mediate does not apply to foreclosure, unlawful detainer (eviction), mechanics lien, probate, or license law actions. Judicial actions to provide provisional remedies (such as injunctions and filings to enable public notice of pending disputes) are not violations of the obligation to mediate and do not waive the right to mediate. Mediation fees, contained in the mediator's fee schedule, will be divided equally among parties and will be paid before the mediation conference.

33. OTHER SPECIFIC PROVISIONS:

- Addendum #1 shall be made a part of this lease

- Tenant shall not make any changes to the exterior of the Premises, install any exterior lights, decorations, balloons, flags, pennants, banners, or painting, or erect or install any signs, windows or door lettering, placards, decorations, or advertising media of any type which can be viewed from the exterior of the Premises, without Landlord's prior written consent.

- Renters liability program and all charges associated may be removed if tenant provides a renters insurance policy

- Second Nature charges may be removed upon signing of an opt-out form (provided upon request)

34. OPTIONAL PROVISIONS (to be initialed by Tenant if checked):

☒ **LEAD-BASED PAINT.** The Premises were constructed prior to 1978, and housing built before 1978 may contain lead-based paint. Lead from paint, paint chips, and dust can pose health hazards if not maintained properly. Lead exposure is especially harmful to young children and pregnant women. The Lead Based Paint Disclosure and EPA information book "Protect Your Family from Lead in Your Home" are attached hereto and made a part hereof, which shall be acknowledged by Tenant prior to occupancy of the Dwelling Unit.

Tenant _____ Tenant _____ Tenant _____ Tenant _____

☐ **DEFECTIVE DRYWALL.** Tenant recognizes and acknowledges that prior to execution of this Lease, Tenant has received a written disclosure that the Dwelling Unit contains "defective drywall," as defined in Section 36-156.1 of the Code of Virginia.

Tenant _____ Tenant _____ Tenant _____ Tenant _____

☐ **ASBESTOS.** Landlord hereby discloses any information known by Landlord regarding the location of asbestos actually known to exist in the Dwelling Unit.

Tenant may not disturb in any manner any areas noted above.

Tenant _____ Tenant _____ Tenant _____ Tenant _____

☐ **NOISE ZONE OR ACCIDENT POTENTIAL ZONE.** Tenant recognizes and acknowledges that prior to execution of this Lease, Tenant received a written disclosure that the Dwelling Unit is located in a noise zone or accident potential zone, or both, as pursuant to Section 55.1-1217 of the Code of Virginia.

Tenant _____ Tenant _____ Tenant _____ Tenant _____

☐ **DIPLOMATS.** This Lease is void if the Tenant is the head of a diplomatic mission or a member of the diplomatic staff of a mission, or a family member of a diplomatic staff of a mission, or administrative and technical staff or their family which entitled them to the diplomatic immunity accorded to such persons under the Vienna Convention on Diplomatic Relations **unless** the diplomatic immunity accorded by law has been waived in writing by an authorized representative of the sending government. Tenant represents to the Landlord that he/she is such a person.

Tenant _____ Tenant _____ Tenant _____ Tenant _____

☐ **GUARANTOR.** If this box is checked, Tenant and Landlord agree that _____ ("Guarantor") guarantees this lease per the attached Guaranty of Lease Form.

Tenant _____ Tenant _____ Tenant _____ Tenant _____

35. **AGENCY RELATIONSHIP.** Agent ☒ is OR ☐ is not managing agent, with full and complete authority to engage in all aspects of the business of the management of the Dwelling Unit, and to act for Landlord in all respects which relate to this Lease. In consideration of Agent's procuring Tenant as a tenant in the Dwelling Unit and the negotiation of this Lease, Landlord has agreed to pay Agent a leasing fee of \$600, which fee shall be separate from any management fee paid to Agent. This fee is earned when this Lease is executed, and is payable on all Rent during the original term, any renewals, extensions, expansions, replacements, relocations, or new leaseings between Landlord and Tenant or its successors and assigns. No sale of the Dwelling Unit or the Premises shall release Landlord or its successor or assigns from the obligations set forth herein. Agent shall have the right to collect all Rent due hereunder so that its fees and commissions may be paid in installments as the Rent is received and retained by Agent before remitting the Rent (less such fees or commissions) to Landlord; but if any act be done to deprive Agent of its right to collect the Rent, then the entire amount of its fees and commissions earned but then unpaid shall, at Agent's option, become immediately due and payable. In addition to this fee or any other fee payable to Agent hereunder, Landlord has agreed to pay Agent a sales fee equal to n/a if the Dwelling Unit or the Premises is sold during the Term of this Lease or any renewals or extensions thereof or within 180 days after the termination of this Lease to Tenant or to any entity affiliated with, controlled by or under joint ownership or control with Tenant or any of its owners or principals. This provision does not grant Tenant any right to purchase the Dwelling Unit or the Premises, nor does it authorize Agent to offer such property for sale. In the event Agent receives a mortgage default, foreclosure or similar notice from any lender affecting the Dwelling Unit or Premises, Agent shall deliver such notice to Tenant, unless such notice was delivered by Tenant to Agent.

36. **WAIVER OF HOMESTEAD EXEMPTION.** Tenant expressly waives the benefit of the homestead exemption laws of the Commonwealth of Virginia.

37. **ELECTRONIC SIGNATURES** / If this Section is initialed by both parties, then in accordance with the Uniform Electronic Transactions Act (UETA) and the Electronic Signatures in Global and National Commerce Act, or E-Sign, regarding electronic signatures and transactions, the parties do hereby expressly authorize and agree to the use of electronic signatures as an additional method of signing and/or initialing this Lease Agreement and any addenda or amendments. The parties hereby agree that either party may sign electronically by utilizing an electronic signature service.

38. **WIRE FRAUD ALERT.** Criminals are hacking email accounts of real estate agents, title companies, settlement attorneys, and others, resulting in fraudulent wire instructions being used to divert funds to the account of the criminal. Tenant is advised to not wire any funds without personally speaking with the intended recipient of the wire to confirm the routing number and the account number. Tenant should not send personal information such as Social Security numbers, bank account numbers, and credit card numbers except through secured email or personal delivery to the intended recipient.

IN WITNESS WHEREOF, the parties have executed this Lease:

Tenant:

Date / Signature

Date / Signature

Date / Signature

Date / Signature

Tenant's Broker:

Date / Signature

Landlord (or duly authorized agent):

Date / Signature

Date / Signature

Date / Signature

Date / Signature

Date / Signature

COPYRIGHT©2020 by Virginia REALTORS®. All rights reserved. Only for use by members in good standing of Virginia REALTORS®.



VIRGINIA REALTORS®

ADDENDUM TO Lease

This ADDENDUM which is attached to and made a part of the Lease
 (the "Agreement") dated October 30, 2020, between _____
 _____ ("Landlord") and _____
 ("Tenant") for the Property, whose address is: _____

This Addendum provides as follows:

A. As a condition of our lease, and during its duration, we require all residents to carry Liability Insurance of \$100,000 for damages caused to the property resulting from the resident's action or inaction. To satisfy this lease requirement, you have two options:

Option 1: Do nothing and you will be automatically enrolled in our Resident Liability (RL) Insurance Program:

This is an easy, convenient, and low cost way to meet your lease requirement but does not cover your personal belongings. You pay the monthly premium together with rent. Cost: \$12.95/month

Option 2: Purchase Renters Insurance from a licensed agent and provide proof of coverage to Agent

B. Tenant is responsible for replacing all A/C and heating system filters at the property on a quarterly basis. The only filters to be used at the property will be provided by Second Nature at a cost to the Tenant of \$10/mo., and will be mailed directly to the property approximately every 90 days. Tenant shall properly install the filter within two (2) days of receipt. Tenant hereby acknowledges that the filters are dated to verify replacement and are subject to inspection by Landlord upon reasonable notice. If at any time Tenant cannot properly or timely install a filter, Tenant shall immediately notify Landlord in writing. Tenant's failure to properly and timely replace the filters is a material breach of this agreement and Landlord shall be entitled to exercise all rights and remedies it has against Tenant and Tenant shall be liable to Landlord for all damages to the A/C and/or heating system. Tenant may also opt-out of Second Nature by signing an Opt-Out form at anytime during their occupancy.

C. Tenant responsible for mowing the lawn and removing the leaves and weeds from the flower beds. Landlord responsible for bushes, shrubs and trees.

D. Tenant responsible for trash removal.

E. Upon vacating the Dwelling Unit, Tenant shall have the carpet professionally cleaned with a receipt delivered to Broker/Agent. Tenant must wipe down baseboards, doorknobs, and light switches; dust ceiling fixtures; wash the windows; and thoroughly cleaning appliances. Patch nail and tack holes with a small amount of spackle, Erase scuff marks on walls and floors with a melamine foam eraser, aka a Magic Eraser. Rub a walnut over scratches in wood floors, or fill them in with a wood marker that matches the floor color. Replace anything you may have temporarily removed. Go through each room and closet, replacing any light bulbs that no longer illuminate.

F. Smoking inside the Dwelling Unit is strictly prohibited.

G. Tenants may not use screws or nails larger than 121/2 gauge to hang decorations on the wall. Tenants are further responsible for spackling and repainting (in the original paint) all drywall holes created by wall hangings. Failure to do will result in a deduction from Tenant's security deposit.

H. The Damage Addendum is not a part of this lease and Tenant is responsible for any repair or damage at the cost to repair or replace the damaged item plus a 20% administrative fee.

I. Security deposit may be replaced with a policy from Rhino. In this case no security deposit will be held.

J.UTILITIES. Tenant will pay all connection fees, service fees, usage fees, and all other costs and fees for all utilities to the Property (for example, electricity, gas, water, wastewater, garbage, telephone, alarm monitoring systems, cable, and Internet connections) except the following which Landlord will pay: landscaping.

RUBS will be used as necessary to divide utility cost among non-sub-metered units. Any utilities and services other than the Landlord-Provided Utilities (each, a "Resident Utility", and collectively, the "Resident Utilities") which are available to the Unit shall be separate from the Lease Amount and payable by Resident of the Unit as provided herein. Resident shall be responsible to keep their account with utilities active for at least 3 days past their lease end date.

K. If any Tenant under a lease agreement during the term of this contract should express a desire for early termination of the lease agreement, Agent and Owner agree to the following: Tenant shall agree to pay all rents due according to the in-force lease agreement until a new Tenant has moved into the property; thereby maintaining rental fee continuity to Owner. Tenant will agree to allow PMI to list the property and provide access to the property for perspective renters. Agent shall, with consent from Owner, utilize the Tenant's security deposit to make any necessary repairs to prepare the Property for re-rental. Agent will collect the full Procurement Fee from the Tenant from the remaining value of the Tenant's Security Deposit or if the remaining value of the Security Deposit is deficient, collect the remaining Procurement Fee from Tenant. Owner will not be obligated to pay Agent for Procurement Fee in the event of an early lease termination.

Tenant:

_____/_____
DATE SIGNATURE

_____/_____
DATE SIGNATURE

_____/_____
DATE SIGNATURE

_____/_____
DATE SIGNATURE

LANDLORD (or duly authorized agent):

10/30/2020 /_____
DATE SIGNATURE

_____/_____
DATE SIGNATURE

_____/_____
DATE SIGNATURE

_____/_____
DATE SIGNATURE

This contract is for use by _____ Use by any other party is illegal and voids the contract.



**VIRGINIA ASSOCIATION OF REALTORS®
PET ADDENDUM**



(This is a legally binding contract; if not understood, seek competent advice before signing.)

This Addendum to the Residential Lease (the "Pet Addendum") is made by and between _____
("Landlord"), and _____
("Tenant"), and _____ ("Landlord's
Agent"), dated 10/30/2020 for property described as _____

Landlord hereby grants permission for Tenant to keep the animal(s) described below in the dwelling unit described above and on the premises (for purposes of this Pet Addendum, collectively, the "Dwelling Unit") and only upon the terms and conditions as set forth herein:

1. Tenant may keep the following animal(s) (which are collectively referred to in this Pet Addendum as a "pet") in the Dwelling Unit:

Pet 1:

Breed of Animal _____ Type _____ Color _____

Weight _____ Name of Animal _____

Tenant further understands that the weight is not to exceed _____ pounds fully grown.

Pet 2:

Breed of Animal _____ Type _____ Color _____

Weight _____ Name of Animal _____

Tenant further understands that the weight is not to exceed _____ pounds fully grown.

2. Tenant shall pay the amounts set forth in the Lease as "Pet Rent," and the "Non-refundable Pet Fee," and the "Pet Deposit," which shall be due and payable in accordance with the terms of the Lease.
3. If, in the sole determination of the Landlord, the pet has not caused damage to the Dwelling Unit, the Pet Deposit, less \$ N/A, or the fee charged for extermination at the time Tenant vacates the Dwelling Unit, shall be returned to Tenant at the time the Security Deposit (which includes Pet Deposit) under the Lease is returned. If damages have been caused by the pet, Tenant agrees to reimburse Landlord for any and all such damages to the exterior or interior of the Dwelling Unit and to accept all liability and responsibility for the acts of the pet. The Pet Deposit will be disbursed upon termination of the lease term as described herein, even if a pet dies or is permanently removed from the Dwelling Unit at an earlier date. Except as otherwise specifically stated in this section, the Pet Deposit will be disbursed in accordance with the terms of the Lease.
4. Tenant hereby designates _____, who is _____, as a person responsible to care for the pet if Tenant cannot be contacted by Landlord, or Tenant fails to, or becomes unable to, properly care for the pet, and can be reached at the following phone numbers:

E-Mail: _____ Cell: _____ Work: _____

If the person designated herein fails to act in a timely fashion or fails to properly comply with respect to the pet after notice by Landlord, Landlord reserves the right to act in accordance with the provisions of this Addendum or as otherwise provided in the Lease.

5. Tenant further agrees to assume all liability and responsibility for any and all damages caused by said pet, including, but not limited to, cost of having all carpeting cleaned by a professional carpet cleaner and/or the cost of having carpeting repaired or replaced, to pay the cost of having the Dwelling Unit de-fleaed and de-ticked by a professional exterminator at the termination of the Lease and vacation of the Dwelling Unit, and to provide paid receipts of such service.
6. Permission to keep the pet in the Dwelling Unit may be revoked at any time if Tenant fails to comply with any provisions of the Pet Addendum, or Rules and Regulations, or in any way the pet becomes a nuisance, in the sole determination of Landlord.
7. If a violation of the Rules and Regulations or the Pet Addendum occurs, Landlord will proceed to take action as appropriate against Tenant in accordance with the terms of the Lease.

8. In addition to Landlord's right to make other inspections as provided in the Lease, if Landlord receives a written complaint alleging a pet violation, or otherwise has reasonable cause to believe a pet violation has occurred, Landlord may enter the Dwelling Unit after the giving of reasonable notice to Tenant. Any such inspection, unless in case of emergency, will be conducted during normal business hours.

In case of emergency, or if the pet becomes vicious, displays symptoms of severe illness, or demonstrates other behavior which constitutes an immediate threat to the health and safety as a whole, Landlord may enter the Dwelling Unit immediately, remove, or cause removal of, the pet and further take action with respect to the pet as is permissible under Virginia or local law. If Landlord places the pet in a facility or shelter, Tenant will be responsible for payment of all applicable costs and expenses. Landlord is authorized to take this action under this section only when Landlord requests the Tenant to take corrective action and the Tenant fails to do so in a timely fashion, when Landlord is unable to contact the Tenant after reasonable efforts to do so, or in cases of emergency in Landlord's sole determination. Landlord and Agent shall not be liable under any circumstances for any actions taken pursuant to this section. Tenant further hereby releases Landlord and Agent from any and all liability and agrees to indemnify Landlord and Agent from any claims, damages or losses whatsoever resulting from the Tenant maintaining the pet in the Dwelling Unit.

9. Pets shall be categorized as follows:

- a. Ordinary house pets shall include dogs, cats, caged domesticated birds, hamsters, gerbils, and guinea pigs, aquarium fish, small turtles and tortoises, so long as such animals are normally maintained in a terrarium or aquarium. Only ordinary house pets shall be permitted in the Dwelling Unit, subject to these guidelines.
- b. Unusual house pets are prohibited, and shall include without limitation, those animals not generally maintained in dwelling units such as large reptiles, snakes, anthropoids, felines other than domestic cats, canines other than dogs, rodents, mammals, birds, and other creatures other than those listed in subsection (a) above.

10. The number of ordinary house pets must be approved in advance and in writing by the Landlord. No other animal besides the pet expressly authorized by this Pet Addendum shall be allowed in the Dwelling Unit. If Tenant wishes to add another animal to the Dwelling Unit during the term of the Lease, Tenant must obtain prior approval for such pet in accordance with this Pet Addendum.
11. If the Dwelling Unit is part of an apartment community, pets may eliminate waste only in the areas defined as "Pet Areas." Pet owners are responsible for the immediate removal and proper disposal of pet waste on all portions of the property, including Pet Areas. Generally, Pet Areas are defined as follows:
- a. Areas away from buildings, walkways, patio areas, picnic and play areas, and the amenities area;
 - b. Any "dog run" that may be available at the apartment community; and
 - c. Such other areas defined by the Landlord.
12. If the Dwelling Unit is part of an apartment community, pets shall not be permitted upon the common areas of the property unless they are carried or leashed, or unless in a dog run. No leash may exceed six feet in length. No pet may be leashed to any stationary object on the common elements. Pets shall not be permitted in the pool or on the grounds contiguous to the pool.
13. If the Dwelling Unit is part of an apartment community and if pet runs are available, the dog is permitted to be without a leash within the specified area designated as a dog run. However, no Prohibited Dogs are allowed in the dog run at any time. Tenant shall remain with the dog in the dog run, and supervise the dog's conduct. Tenant is responsible for the conduct of the dog at all times while in the dog run.
14. If the Dwelling Unit is not part of an apartment community, Tenant is responsible for the immediate removal and proper disposal of pet waste on all portions of the property
15. Tenant shall ensure that the pet shall not bite, injure or harm any individual or other animal, and shall not disturb others or cause damage to the Dwelling Unit or the premises. If, in Landlord or Agent's opinion, the pet has injured or disturbed others, or has damaged property, Tenant must permanently remove the pet within 15 days (or sooner in the case of an emergency) of receiving written notice, and failure to do so shall constitute a violation of the Lease, and may subject Tenant to eviction. Tenant is responsible for any property damage, injury, or disturbances the pet may cause or inflict.
16. Commercial breeding of animals is prohibited.
17. All pets must have and display, as appropriate, evidence of all required registrations and inoculations.

18. Pets shall not be left unattended outside the Dwelling Unit.
19. Tenant shall not inflict or cause cruelty in connection with any pet.
20. Landlord reserves the right to require Tenant to maintain liability insurance for the pet identified in this Pet Addendum.
21. OTHER PROVISIONS:
- A. Tenant hereby agrees to pay an additional \$25 a month per pet towards their rent
- B. Tenant hereby agrees to pay an additional half months rent towards their refundable security deposit
- C. Tenant acknowledges that their renters insurance covers the type of pet in the dwelling

The Lease, including any other applicable addenda, as written, is all inclusive and the Tenant, with the exception of the amendments and/or revisions contained herein.

Landlord, with the

IN WITNESS WHEREOF, the parties have executed the Pet Addendum on the date

Tenant:

Landlord (or duly

_____/_____
Date Signature

10/30/2020 /_____
Date Signature

_____/_____
Date Signature

_____/_____
Date Signature

_____/_____
Date Signature

_____/_____
Date Signature

_____/_____
Date Signature

_____/_____
Date Signature

COPYRIGHT© 2016 by the Virginia Association of REALTORS®. All rights reserved. This form may be used only by members in good standing with the Virginia Association of REALTORS®. The reproduction of this form, in whole or in part, or the use of the name "Virginia Association of REALTORS®, in connection with any other form, is prohibited without prior consent from the Virginia Association of REALTORS®.



Virginia Statement of Tenant Rights and Responsibilities as of July 1, 2020

This is a summary of tenants' rights and responsibilities under the Virginia Residential Landlord and Tenant Act. This summary does not modify your lease or Virginia law. A lease cannot give up a tenant's rights under the law. The information below is not intended as legal advice. Tenants with questions are encouraged to contact their local legal aid program at (866) 534-5234 or valegalaid.org/find-legal-help.

Tenant Rights

Applications:

Tenants may be charged a nonrefundable application fee of no more than \$50 (not including third party costs for a background check) and a refundable application deposit. If the tenant does not rent the unit, the application deposit must be returned, minus any actual costs or damages. (§55.1-1203)

Written lease:

Under the VRLTA, a landlord is required to provide a tenant a written lease. If a landlord fails to do so, the VRLTA still protects a tenant by establishing a statutory lease between landlord and tenant for 12 months not subject to automatic renewal. (§55.1-1204)

Disclosure:

A landlord must reveal certain information to the tenant, including any visible evidence of mold (§55.1-1215), the name and address of the owner or property manager (§55.1-1216) and notice of sale or foreclosure of the property. (§55.1-1216, 1237).

Security Deposit

A landlord may require a security deposit of up to two month's rent. Within five days of move in the tenant has a right to object to anything in the move-in report. The tenant also has a right to be present at a move-out inspection, which must be made within 12 hours of delivery of possession. (§§55.1-1214, 1222)

Receipts:

Upon request, a tenant is entitled to a written receipt of rent paid by cash or money order. Upon request, a tenant is entitled to a written statement of all charges and payments over the past 12 months. (§55.1-1204(D), (I))

Privacy:

A landlord may not release information about a tenant without consent, except under certain conditions, which are generally when tenant information is already public. (§55.1-1209)

Fit and Habitable Premises:

A tenant has the right to a fit and habitable rental unit in accordance with the Uniform Statewide Building Code. The landlord must make all repairs needed to keep premises fit and habitable. (§55.1-1220) To enforce the right to get repairs, a tenant must be current in rent, give the landlord written notice and wait a reasonable period. If repairs are not made, a tenant can file a Tenant's Assertion in General District Court. This must be filed no later than five days after rent is due. There is no rent withholding in Virginia, except under repair and deduct. (§55.1-1244)

Repair and Deduct:

If an issue on the property affects life, health, safety, or seriously affects habitability, and a landlord has not begun to address it within 14 days after written notice from the tenant, the tenant may contract to have the repair done by a licensed contractor at a cost of not more than \$1,500, or one month's rent, whichever is more. The tenant may deduct the actual cost of the repair from the rent. The tenant must send the landlord an itemized invoice and a receipt for payment to the contractor for the work, along with any payment of remaining rent owed. (§55.1-1244.1)

Eviction:

A landlord may not evict a tenant without following the court eviction process. The landlord first sends a written notice and next the landlord files an unlawful detainer lawsuit. The landlord must get a court order of possession, followed by a Writ of Eviction that is served by the Sheriff. (§§55.1-1245, 1252). A tenant not getting paid due to a federal shutdown of 14 or more days can get an eviction lawsuit for nonpayment of rent postponed for 60 days. (§44-209)

Redemption (Pay & Stay):

After an unlawful detainer lawsuit for nonpayment of rent is filed, a tenant has the right to pay to a zero balance on or before the court date and have the lawsuit dismissed. After a court issues a judgment of possession, a tenant has the right to pay to a zero balance up to two business days before the Sheriff's eviction and have the eviction cancelled. A tenant may use one of these rights only once in a 12-month period. (§55.1-1250)

Tenant Responsibilities**Rent:**

Unless the lease says otherwise, rent is due in equal payments each month on or before the first of each month. (§55.1-1204)

Late Fees:

If rent is not paid on time, the tenant must pay a late fee if the lease requires one. A late fee can be no more than 10% of the monthly rent, or 10% of the unpaid balance, whichever is less. (§55.1-1204(E))

Insurance:

A tenant may be required to have and pay for renter's insurance. A tenant also may be required to have and pay for damage insurance and/or a security deposit, but the total of both the damage insurance premiums and the security deposit may not exceed two months' rent. (§§55.1-1206, 1208)

Access:

A tenant must allow a landlord access to the unit at reasonable times and for practical purposes, for maintenance, inspection, or to provide services. A tenant must allow access unless the landlord's request is unreasonable. Unless impractical due to an emergency, the landlord must give 24-hours' notice of maintenance. If the tenant requests maintenance, notice is not required. (§55.1-1229)

Maintain Fit and Habitable Premises:

The tenant must keep the rental unit as clean and safe as conditions allow and in accordance with the Uniform Statewide Building Code. The tenant must promptly notify the landlord of visible mold and use reasonable efforts to prevent moisture and mold. The tenant must promptly notify the landlord of insects or pests and must not be at fault in failing to prevent insects or pests. (§55.1-1227)

Fair Housing:

The tenant may have a right to file a fair housing complaint if the landlord or property manager violates the Virginia Fair Housing Act. (§36-96.1 et seq)

COVID-19 Relief:

A tenant not getting paid due to the state of emergency declared by the Governor for the COVID-19 virus can get an eviction lawsuit for nonpayment of rent postponed for 60 days by showing up on their court date and providing written proof within 90 days after the Governor ends the declaration of emergency. (§44-209)



Acknowledgement of Receipt of Statement of Tenant Rights and Responsibilities

In accordance with [Section §55.1-1204](#) of the Code of Virginia, the undersigned parties hereby acknowledge that with respect to the dwelling unit known as:

_____ ,

the Landlord has provided to the Tenant and the Tenant has received the Statement of Tenant Rights and Responsibilities developed by the Virginia Department of Housing and Community Development and posted on its website (dhcd.virginia.gov/landlord-tenant-resources) pursuant to [Section §36-139](#) Code of Virginia.

Landlord Signature

Landlord Agent (if applicable)

Tenant Signature

Tenant Signature

Tenant Signature

Tenant Signature

Printed Name

Printed Name

Printed Name

Date

Date

Date

Date

Date

Date



VIRGINIA REALTORS® GUARANTY OF LEASE AGREEMENT

(This is a legally binding contract. If not understood, seek competent advice before signing.)

This Guaranty of Lease Agreement ("Guaranty") is made as of 10/30/2020, by _____
 _____ whose address is _____
 ("Guarantor"), on behalf of _____
 ("Tenant") in favor of _____ ("Landlord"),
 whose address is _____.

1. The "Lease" shall mean the Lease Agreement dated 10/30/2020, by and between Landlord and Tenant(s) for the property located at _____ and all extensions, renewals, amendments, supplements or modifications thereto.
2. Guarantor is hereby made party to the Lease for the express purpose of co-signing and guaranteeing the obligations of Tenant under the Lease. Guarantor is entering into the Guaranty on behalf of Tenant, with whom Landlord would not enter the Lease, if Guarantor did not execute the Guaranty.
3. In consideration of the execution of the Lease by Landlord and as a material inducement to Landlord to execute the Lease, Guarantor, by the execution of the Guaranty, does hereby jointly, severally, unconditionally and irrevocably guarantee the prompt and timely payment by Tenant of all rental payments and all other sums due and payable by Tenant to Landlord, under the Lease, and the full and faithful performance by Tenant of each and every one of the terms and conditions of the Lease.
4. It is expressly agreed and understood that the terms of the Lease may be altered, affected, modified or changed by agreement(s) by and between Landlord and Tenant, or by course of conduct, and the Lease may be subleased in accordance therewith, without the consent or notice to Guarantor; and that this Guaranty shall thereupon and thereafter guarantee the performance of the Lease as so modified, changed, altered, or subleased.
5. The Guaranty shall not be released, modified or affected by failure or delay on the part of Landlord and/or the Managing Agent to enforce any of the rights or remedies of Landlord under the Lease, whether pursuant to the terms and conditions thereof, or at law or in equity.
6. No notice, written or otherwise, need be given to Guarantor, it being specifically agreed and understood that the guarantee of Guarantor is a continuing guarantee under which Landlord may proceed forthwith and immediately against Tenant or against Guarantor, without proceeding against Tenant first, following any breach, material non-compliance under law, or default by Tenant; or for the enforcement of any rights or remedies which Landlord may have against Tenant, pursuant to, or under the terms and conditions of the Lease, the Virginia Residential Landlord and Tenant Act, or otherwise at law or in equity.
7. Service of process on any civil action brought by Landlord against Guarantor, either by way of warrant in debt, unlawful detainer, or otherwise shall be made at the following address: _____ and if service of process cannot be so obtained, Landlord shall have same issued to be served at the dwelling unit address of Tenant.
8. Guarantor has provided certain information to Landlord and/or Managing Agent by filling out a Rental Application. Guarantor agrees and understands that the Lease and the Guaranty has been entered into on the part of Landlord and/or the Managing Agent based upon representations contained in Guarantor's Rental Application. If any of the representations are found to be misleading, incorrect or untrue, Landlord and/or Managing Agent may immediately terminate the Lease, in its entirety, and notify Tenant to vacate the premises.
9. The term "Lease" includes the Lease Agreement and all addenda attached thereto, including but not limited to the Rules and Regulations, including all extensions, renewals, amendments, supplements or modifications thereto. Guarantor, by the execution of the Guaranty, does hereby acknowledge receipt of a complete copy of the Lease Agreement, of which this Guaranty is a part.
10. In the event any action or proceeding is brought to enforce this Guaranty and if Landlord is held entitled to recovery against Guarantor, Guarantor agrees to pay all costs and expenses of Landlord in connection with such action or

proceeding, including reasonable attorneys' fees. This Guaranty shall be binding upon Guarantor and its heirs, personal representatives, successors and assigns and shall inure to the benefit of Landlord and its successors and assigns. This Guaranty shall be interpreted under and enforced according to the laws of the Commonwealth of Virginia.

11. Unless otherwise defined herein, all capitalized terms shall have the same meaning as set forth in the Lease Agreement.

12. **ELECTRONIC SIGNATURES.** [REDACTED] If this Section is initialed by the Guarantor, then in accordance with the Uniform Electronic Transactions Act (UETA) and the Electronic Signatures in Global and National Commerce Act, or E-Sign, regarding electronic signatures and transactions, the Guarantor does hereby expressly authorize and agree to the use of electronic signatures as an additional method of signing and/or initialing this Guaranty and any addenda or amendments. .

13. **WIRE FRAUD ALERT.** Criminals are hacking email accounts of real estate agents, title companies, settlement attorneys, and others, resulting in fraudulent wire instructions being used to divert funds to the account of the criminal. Guarantor is advised to not wire any funds without personally speaking with the intended recipient of the wire to confirm the routing number and the account number. Guarantor should not send personal information such as Social Security numbers, bank account numbers, and credit card numbers except through secured email or personal delivery to the intended recipient.

Guarantor:

10/30/2020

DocuSigned by:

Date

Signature

122D58DE2BED49F...

Date

Signature

Date

Signature

Date

Signature

COPYRIGHT©2020 by Virginia REALTORS®. All rights reserved. This form may be used only by members in good standing of Virginia REALTORS®. The reproduction of this form, in whole or in part, or in the use of the name "Virginia REALTORS®", in connection with any other form, is prohibited without prior written consent of Virginia REALTORS®.



VIRGINIA REALTORS
DISCLOSURE OF INFORMATION AND ACKNOWLEDGMENT
LEAD-BASED PAINT AND/OR LEAD-BASED PAINT HAZARDS
(Lease)



This disclosure applies to the property(ies) in the City or County of charlottesville
 and is described as follows ("Dwelling Unit"):

Lead Warning Statement:

Housing built before 1978 may contain lead-based paint. Lead from paint, paint chips, and dust can pose health hazards if not managed properly. Lead exposure is especially harmful to young children and pregnant women. Before renting pre-1978 housing, landlords must disclose the presence of known lead-based paint and/or lead-based paint hazards in the dwelling. Tenants must also receive a federally approved pamphlet on lead poisoning prevention, available

at https://www.epa.gov/sites/production/files/2014-02/documents/lead_in_your_home_brochure_land_b_w_508_easy_print_0.pdf

Landlord's Disclosure (initial)

_____ (a) Presence of lead-based paint and/or lead-based paint hazards (check one below):

☐ Known lead-based paint and/or lead-based paint hazards are present in the housing (explain).

☐ Landlord has no knowledge of lead-based paint and/or lead-based paint hazards in the housing.

_____ (b) Records and reports available to the landlord (check one below):

☐ Landlord has provided tenant(s) with all available records and reports pertaining to lead-based paint and/or lead-based paint hazards in the housing (list document below).

☐ Landlord has no reports or records pertaining to lead-based paint and/or lead-based paint hazards in the housing.

Tenant(s)' Acknowledgment (initial)

_____ (a) Tenant(s) have received copies of all information listed above.

_____ (b) Tenant(s) have received the pamphlet "Protect Your Family from Lead in Your Home."

_____ (c) Tenant(s) will obtain prior written approval from the landlord prior to painting or disturbing any painted surfaces or making any other alterations. Further, tenant(s) shall notify landlord and agent in the event there is any chipped or peeling paint in the Dwelling Unit.

_____ (d) Tenant(s) acknowledge that compliance by landlord and agent with Section 8.01-226.7 of the Code of Virginia provides immunity from lawsuit for lead poisoning arising from the condition of the premises.

Agent's Acknowledgment (initial)

_____ (a) Agent has informed landlord of the landlord's obligations under 42 U.S.C. §4582d and is aware of agent's responsibility to ensure compliance, and has also informed landlord of landlord's rights and obligations under Section 8.01-226.7 of the Code of Virginia

_____ (b) Agent has complied with the provisions of Section 8.01-226.7 of the Code of Virginia.

If landlord and/or agent obtain new information or acquire actual knowledge concerning the presence of lead-based paint or lead-based paint hazards during the term of tenancy, landlord and agent shall notify tenant(s) of such new information and if the dwelling unit is part of a multifamily community, will notify all residents of the new information.

_____	_____	_____	10/30/2020
Landlord	Date	Agent	Date
_____	_____	_____	_____
Tenant	Date	Tenant	Date
_____	_____	_____	_____
Tenant	Date	Tenant	Date

Copyright © 2020 by Virginia REALTORS®



Protect Your Family From Lead in Your Home



United States
Environmental
Protection Agency



United States
Consumer Product
Safety Commission



United States
Department of Housing
and Urban Development

Are You Planning to Buy or Rent a Home Built Before 1978?

Did you know that many homes built before 1978 have **lead-based paint**? Lead from paint, chips, and dust can pose serious health hazards.

Read this entire brochure to learn:

- How lead gets into the body
- How lead affects health
- What you can do to protect your family
- Where to go for more information

Before renting or buying

1978 home or apartment federal law require

- Sellers must disclose known information on lead-based paint or lead-based paint hazards before selling a house.
- Real estate sales contracts must include a specific warning statement about lead-based paint. Buyers have up to 10 days to check for lead.
- Landlords must disclose known information on lead-based paint or lead-based paint hazards before leases take effect. Leases must include a specific warning statement about lead-based paint.

If undertaking renovations, repairs, or painting (RRP) projects in your pre-1978 home or apartment:

- Read EPA's pamphlet, *The Lead-Safe Certified Guide to Renovate Right*, to learn about the lead-safe work practices that contractors are required to follow when working in your home (see page 12).



Simple Steps to Protect Your Family from Lead Hazards

If you think your home has lead-based paint:

- Don't try to remove lead-based paint yourself.
- Always keep painted surfaces in good condition to minimize deterioration.
- Get your home checked for lead hazards. Find a certified inspector or risk assessor at [epa.gov/lead](https://www.epa.gov/lead).
- Talk to your landlord about fixing surfaces with peeling or chipping paint.
- Regularly clean floors, windows and other surfaces.
- Take precautions to avoid exposure to lead dust when remodeling.
- When renovating, repairing, or painting, hire only EPA or state-approved Lead-Safe certified renovation firms.
- Before buying, renting, or renovating your home, have it checked for lead-based paint.
- Consult your health care provider about testing your children for lead. Your pediatrician can check for lead with a simple blood test.
- Wash children's hands, bottles, pacifiers, and toys often.
- Make sure children eat healthy, low-fat foods high in iron, calcium, and vitamin C.
- Remove shoes or wipe soil off shoes before entering your house.

Lead Gets into the Body in Many Ways

Adults and children can get lead into their bodies if they:

- Breathe in lead dust (especially during activities such as renovations, repairs, or painting that disturb painted surfaces).
- Swallow lead dust that has settled on food, food preparation surfaces, and other places.
- Eat paint chips or soil that contains lead.

Lead is especially dangerous to children under the age of 6.

- At this age, children's brains and nervous systems are more sensitive to the damaging effects of lead.
- Children's growing bodies absorb more lead.

Babies and young children often put their hands and other objects in their mouths. These objects can have lead dust on them.



Women of childbearing age should know that lead is dangerous to a developing fetus.

- Women with a high lead level in their system before or during pregnancy risk exposing the fetus to lead through the placenta during fetal development.

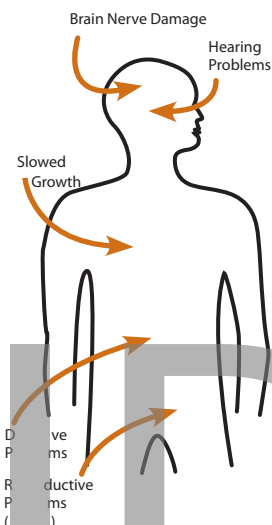
Health Effects of Lead

Lead affects the body in many ways. It is important to know that even exposure to low levels of lead can severely harm children.

In children, exposure to lead can cause:

- Nervous system and kidney damage
- Learning disabilities, attention-deficit disorder, and decreased intelligence
- Speech, language, and behavior problems
- Poor muscle coordination
- Decreased muscle and bone growth
- Hearing damage

While low lead exposure is most common, exposure to high amounts of lead can have a devastating effect on children, including seizures, unconsciousness, and in some cases, death.



Although children are especially susceptible to lead exposure, lead can be dangerous for adults, too.

In adults, exposure to lead can cause:

- Harm to a developing fetus
- Increased chance of high blood pressure during pregnancy
- Fertility problems (in men and women)
- High blood pressure
- Digestive problems
- Nerve disorders
- Memory and concentration problems
- Muscle and joint pain

Check Your Family for Lead

Get your children and home tested if you think your home has lead.

Children's blood lead levels tend to increase rapidly from 6 to 12 months of age, and tend to peak at 18 to 24 months of age.

Consult your doctor for advice on testing your children. A simple blood test can detect lead. Blood lead tests are usually recommended for:

- Children at ages 1 and 2
- Children or other family members who have been exposed to high levels of lead
- Children who should be screened based on your state or local health department's recommendations

Your doctor can explain what the test results mean and if more testing will be needed.

Where Lead-Based Paint Is Found

In general, the older your home or childcare facility, the more likely it has lead-based paint.¹

Many homes, including private, federally-assisted, federally-owned housing, and childcare facilities built before 1978 have lead-based paint. In 1978, the federal government banned consumer uses of lead-containing paint.²

Learn how to determine if paint is lead-based paint on page 7.

Lead can be found:

- In homes and childcare facilities in the city, country, or suburbs,
- In private and public single-family homes and apartments,
- On surfaces inside and outside of the house, and in soil around a home. (Soil can pick up lead from exterior paint or other sources, such as past use of leaded gas in cars.)

Learn more about where lead is found at [epa.gov/lead](https://www.epa.gov/lead).

¹ “Lead-based paint” is currently defined by the federal government as paint with lead levels greater than or equal to 1.0 milligram per square centimeter (mg/cm²), or more than 0.5% by weight.

² “Lead-containing paint” is currently defined by the federal government as lead in new dried paint in excess of 90 parts per million (ppm) by weight.

Identifying Lead-Based Paint and Lead-Based Paint Hazards

Deteriorated lead-based paint (peeling, chipping, chalking, cracking, or damaged paint) is a hazard and needs immediate attention. **Lead-based paint** may also be a hazard when found on surfaces that children can chew or that get a lot of wear and tear, such as:

- On windows and window sills
- Doors and door frames
- Stairs, railings, banisters, and porches

Lead-based paint is usually not a hazard if it is in good condition and if it is not on an interior or exterior surface like a window.

Lead dust can form when lead-based paint is scraped, sanded, or heated. Lead dust also forms when painted surfaces containing lead burn or rub together. Lead paint chips and dust can get on surfaces and objects that people touch. Settled lead dust can reenter the air when the home is vacuumed or swept, or when people walk through it. EPA currently defines the following levels of lead in dust as hazardous:

- 10 micrograms per square foot ($\mu\text{g}/\text{ft}^2$) and higher for floors, including carpeted floors
- 100 $\mu\text{g}/\text{ft}^2$ and higher for interior window sills

Lead in soil can be a hazard when children play in bare soil or when people bring soil into the house on their shoes. EPA currently defines the following levels of lead in soil as hazardous:

- 400 parts per million (ppm) and higher in play areas of bare soil
- 1,200 ppm (average) and higher in bare soil in the remainder of the yard

Remember, lead from paint chips—which you can see—and lead dust—which you may not be able to see—both can be hazards.

The only way to find out if paint, dust, or soil lead hazards exist is to test for them. The next page describes how to do this.

Checking Your Home for Lead

You can get your home tested for lead in several different ways:

- A lead-based paint **inspection** tells you if your home has lead-based paint and where it is located. It won't tell you whether your home currently has lead hazards. A trained and certified testing professional, called a lead-based paint inspector, will conduct a paint inspection using methods, such as:
 - Portable x-ray fluorescence (XRF) machine
 - Lab tests of paint samples
- A **risk assessment** tells you if your home currently has any lead hazards from lead in paint, dust, or soil. It also tells you what actions to take to address any hazards. A trained and certified testing professional, called a risk assessor, will:
 - Sample paint that is deteriorated on door, window, floors, stairs, and walls
 - Sample dust near painted surfaces and sample bare soil in the yard
 - Get lab tests of paint, dust, and soil samples
- A combination inspection and risk assessment tells you if your home has any lead-based paint and if your home has any lead hazards, and where both are located.



Be sure to read the report provided to you after your inspection or risk assessment is completed, and ask questions about anything you do not understand.

Checking Your Home for Lead, continued

In preparing for renovation, repair, or painting work in a pre-1978 home, Lead-Safe Certified renovators (see page 12) may:

- Take paint chip samples to determine if lead-based paint is present in the area planned for renovation and send them to an EPA-recognized lead lab for analysis. In housing receiving federal assistance, the person collecting these samples must be a certified lead-based paint inspector or risk assessor
- Use EPA-recognized tests kits to determine if lead-based paint is absent (but not in housing receiving federal assistance)
- Presume that lead-based paint is present and use lead-safe work practices

There are state and federal programs in place to ensure that testing is done safely, reliably, and effectively. Contact your state or local agency for more information, visit epa.gov/lead, or call **800-424-LEAD (5323)** for a list of contacts in your area.

³ Hearing- or speech-challenged individuals may access this number through TTY by calling the Federal Relay Service at 1-800-877-8339.

What You Can Do Now to Protect Your Family

If you suspect that your house has lead-based paint hazards, you can take some immediate steps to reduce your family's risk:

- If you rent, notify your landlord of peeling or chipping paint.
 - Keep painted surfaces clean and free of dust. Clean floors, window frames, window sills, and other surfaces weekly. Use a mop or sponge with warm water and a general all-purpose cleaner. (Remember: never mix ammonia and bleach products together because they can form a dangerous gas.)
 - Carefully clean up paint chips immediately without creating dust.
 - Thoroughly rinse sponges and mop heads often during cleaning of dirty or dusty areas, and again afterward.
 - Wash your hands and your children's hands often, especially before they eat and before nap time and bedtime.
- Keep painted areas clean. Wash bottles, pacifiers, toys, and stuffed animals regularly.
- Keep children from chewing window sills or other painted surfaces, or eating soil.
- When renovating, repairing, or painting, hire only EPA- or state-approved Lead-Safe Certified renovation firms (see page 12).
 - Clean or remove shoes before entering your home to avoid tracking in lead from soil.
 - Make sure children eat nutritious, low-fat meals high in iron, and calcium, such as spinach and dairy products. Children with good diets absorb less lead.

Reducing Lead Hazards

Disturbing lead-based paint or removing lead improperly can increase the hazard to your family by spreading even more lead dust around the house.

- In addition to day-to-day cleaning and good nutrition, you can **temporarily** reduce lead-based paint hazards by taking actions, such as repairing damaged painted surfaces and planting grass to cover lead-contaminated soil. These actions are not permanent solutions and will need ongoing attention.
- You can minimize exposure to lead when renovating, repairing, or painting by hiring an EPA or state-certified renovator who is trained in the use of lead-safe work practices. If you use a do-it-yourself approach, learn how to use lead-safe work practices in your home.
- To remove lead hazards permanently, you should hire a certified lead abatement contractor (or permanent hazard control). These methods include removing, sealing, or enclosing lead-based paint with special materials. Just painting over the hazard with regular paint is not permanent control.



Always use a certified contractor who is trained to address lead hazards safely.

- Hire a Lead-Safe Certified firm (see page 12) to perform renovation, repair, or painting (RRP) projects that disturb painted surfaces.
- To correct lead hazards permanently, hire a certified lead abatement contractor. This will ensure your contractor knows how to work safely and has the proper equipment to clean up thoroughly.

Certified contractors will employ qualified workers and follow strict safety rules as set by their state or by the federal government.

Reducing Lead Hazards, continued

If your home has had lead abatement work done or if the housing is receiving federal assistance, once the work is completed, dust cleanup activities must be conducted until clearance testing indicates that lead dust levels are below the following levels:

- 40 micrograms per square foot ($\mu\text{g}/\text{ft}^2$) for floors, including carpeted floors
- 250 $\mu\text{g}/\text{ft}^2$ for interior windows sills
- 400 $\mu\text{g}/\text{ft}^2$ for window troughs

For help in locating certified lead abatement professionals in your area, call your state or local agency (see pages 14 and 15), or visit epa.gov/lead call 1-800 EAD.

VOID

Renovating, Repairing or Painting a Home with Lead-Based Paint

If you hire a contractor to conduct renovation, repair, or painting (RRP) projects in your pre-1978 home or childcare facility (such as pre-school and kindergarten), your contractor must:

- Be a Lead-Safe Certified firm approved by EPA or an EPA-authorized state program
- Use qualified trained individuals (Lead-Safe Certified renovators) who follow specific lead-safe work practices to prevent lead contamination
- Provide a copy of EPA's lead hazard information document, *The Lead-Safe Certified Guide to Renovate Right*



RRP contractors working in pre-1978 homes and childcare facilities must follow lead-safe work practices that:

Contain the work area. The area must be contained so that dust and debris do not escape from the work area. Warning signs must be put up, and plastic or other impermeable material and tape must be used.

- **avoid renovation methods that generate large amounts of lead-contaminated dust.** Some methods generate so much lead-contaminated dust that their use is prohibited. They are:
 - Open-flame burning or torching
 - Sanding, grinding, planing, needle gunning, or blasting with power tools and equipment not equipped with a shroud and HEPA vacuum attachment
 - Using a heat gun at temperatures greater than 1100°F
- **Clean up thoroughly.** The work area should be cleaned up daily. When all the work is done, the area must be cleaned up using special cleaning methods.
- **Dispose of waste properly.** Collect and seal waste in a heavy duty bag or sheeting. When transported, ensure that waste is contained to prevent release of dust and debris.

To learn more about EPA's requirements for RRP projects, visit epa.gov/getleadsafe, or read *The Lead-Safe Certified Guide to Renovate Right*.

Other Sources of Lead

Lead in Drinking Water

The most common sources of lead in drinking water are lead pipes, faucets, and fixtures.

Lead pipes are more likely to be found in older cities and homes built before 1986.

You can't smell or taste lead in drinking water.

To find out for certain if you have lead in drinking water, have your water tested.

Remember older homes with a private well can also have plumbing materials that contain lead.

Important Steps You Can Take to Reduce Lead in Drinking Water

- Use only cold water for drinking, cooking and making baby formula. Remember, boiling water does not remove lead from water. Before drinking, flush your home's pipes by running the tap, taking a shower, doing laundry, or doing a load of dishes.
- Regularly clean your faucet's screen (also known as an aerator)
- If you use a filter certified to remove lead, don't forget to read the directions to learn when to change the cartridge. Using a filter after it has expired can make it less effective at removing lead.

Contact your water company to determine if the pipe that connects your home to the water main (called a service line) is made from lead. Your area's water company can also provide information about the lead levels in your system's drinking water.

For more information about lead in drinking water, please contact EPA's Safe Drinking Water Hotline at 1-800-426-4791. If you have other questions about lead poisoning prevention, call 1-800 424-LEAD.*

Call your local health department or water company to find out about testing your water, or visit [epa.gov/safewater](https://www.epa.gov/safewater) for EPA's lead in drinking water information. Some states or utilities offer programs to pay for water testing for residents. Contact your state or local water company to learn more.

* Hearing- or speech-challenged individuals may access this number through TTY by calling the Federal Relay Service at 1-800-877-8339.

Other Sources of Lead, continued

- **Lead smelters** or other industries that release lead into the air.
- **Your job.** If you work with lead, you could bring it home on your body or clothes. Shower and change clothes before coming home. Launder your work clothes separately from the rest of your family's clothes.
- **Hobbies** that use lead, such as making pottery or stained glass, or refinishing furniture. Call your local health department for information about hobbies that may use lead.
- Old **toys** and **furniture** may have been painted with lead-containing paint. Older toys and other children's products may have parts that contain lead.⁴
- Food and liquids cooked or stored in **lead crystal** or **lead-glazed pottery or porcelain** may contain lead.
- Folk remedies, such as "**greta**" and "**carcon**," used to treat an upset stomach.

VOID

⁴ In 1978, the federal government banned toys, other children's products, and furniture with lead-containing paint. In 2008, the federal government banned lead in most children's products. The federal government currently bans lead in excess of 100 ppm by weight in most children's products.

For More Information

The National Lead Information Center

Learn how to protect children from lead poisoning and get other information about lead hazards on the Web at epa.gov/lead and hud.gov/lead, or call **1-800-424-LEAD (5323)**.

EPA's Safe Drinking Water Hotline

For information about lead in drinking water, call **1-800-426-4791**, or visit epa.gov/safewater for information about lead in drinking water.

Consumer Product Safety Commission (CPSC) Hotline

For information on lead in toys and other consumer products, or to report an unsafe consumer product or a product-related injury, call **1-800-638-2772**, or visit CPSC's website at cpsc.gov or saferproducts.gov.

State and Local Health and Environmental Agencies

Some state, tribes, and cities have their own rules related to lead-based paint. Check with your local agency to see which rules apply to you. Most agencies can also provide information on finding a lead abatement firm in your area, and on possible sources of financial aid for reducing lead hazards. Receive up-to-date address and phone information for your state or local contacts on the Web at epa.gov/lead, or contact the National Lead Information Center at **1-800-424-LEAD**.

Hearing- or speech-challenged individuals may access any of the phone numbers in this brochure through TTY by calling the toll-free Federal Relay Service at **1-800-877-8339**.

U. S. Environmental Protection Agency (EPA) Regional Offices

The mission of EPA is to protect human health and the environment. Your Regional EPA Office can provide further information regarding regulations and lead protection programs.

Region 1 (Connecticut, Massachusetts, Maine, New Hampshire, Rhode Island, Vermont)

Regional Lead Contact
U.S. EPA Region 1
5 Post Office Square, Suite 100, OES 05-4
Boston, MA 02109-3912
(888) 372-7341

Region 2 (New Jersey, New York, Puerto Rico, Virgin Islands)

Regional Lead Contact
U.S. EPA Region 2
2890 Woodbridge Avenue
Building 205, Mail Stop 22
Edison, NJ 08817-3679
(732) 906-6811

Region 3 (Delaware, Maryland, Pennsylvania, Virginia, West Virginia)

Regional Lead Contact
U.S. EPA Region 3
165 Arch Street
Philadelphia, PA 19103
(215) 814-2088

Region 4 (Alabama, Florida, Georgia, Kentucky, Mississippi, North Carolina, South Carolina, Tennessee)

Regional Lead Contact
U.S. EPA Region 4
AFC Tower, 12th Floor, Air, Pesticides & Toxics
61 Forsyth Street, SW
Atlanta, GA 30303
(404) 562-8998

Region 5 (Illinois, Indiana, Michigan, Minnesota, Ohio, Wisconsin)

Regional Lead Contact
U.S. EPA Region 5 (LL-17J)
77 West Jackson Boulevard
Chicago, IL 60604-3666
(312) 353-3808

Region 6 (Arkansas, Louisiana, New Mexico, Oklahoma, Texas, and 66 Tribes)

Regional Lead Contact
U.S. EPA Region 6
1445 Ross Avenue, 12th Floor
Dallas, TX 75202-2733
(214) 665-2704

Region 7 (Iowa, Kansas, Missouri, Nebraska)

Regional Lead Contact
U.S. EPA Region 7
11201 Renne Road
Overland Park, KS 66211
(913) 223-0411

Region 8 (Colorado, Montana, North Dakota, South Dakota, Utah, Wyoming)

Regional Lead Contact
U.S. EPA Region 8
95 Wynkoop Street
Denver, CO 80202
(303) 312-6961

Region 9 (Arizona, California, Hawaii, Nevada)

Regional Lead Contact
U.S. EPA Region 9 (CMD-4-2)
75 Hawthorne Street
San Francisco, CA 94105
(415) 947-4280

Region 10 (Alaska, Idaho, Oregon, Washington)

Regional Lead Contact
U.S. EPA Region 10 (20-C04)
Air and Toxics Enforcement Section
1200 Sixth Avenue, Suite 155
Seattle, WA 98101
(206) 553-1200

Consumer Product Safety Commission (CPSC)

The CPSC protects the public against unreasonable risk of injury from consumer products through education, safety standards activities, and enforcement. Contact CPSC for further information regarding consumer product safety and regulations.

CPSC

4330 East West Highway
Bethesda, MD 20814-4421
1-800-638-2772
cpsc.gov or saferproducts.gov

U. S. Department of Housing and Urban Development (HUD)

HUD's mission is to create strong, sustainable, inclusive communities and quality affordable homes for all. Contact to office of Lead Hazard Control and Healthy Homes for further information regarding the Lead Safe Housing Rule, which protects families in pre-1978 assisted housing, and from the lead hazard control and research grant programs.

HUD

451 Seventh Street, SW, Room 8236
Washington, DC 20410-3000
(202) 402-7698
hud.gov/lead

This document is in the public domain. It may be produced by an individual or organization without permission. Information provided in this booklet is based upon current scientific and technical understanding of the issues presented and is reflective of the jurisdictional boundaries established by the statutes governing the co-authoring agencies. Following the advice given will not necessarily provide complete protection in all situations or against all health hazards that can be caused by lead exposure.

U. S. EPA Washington DC 20460
U. S. CPSC Bethesda MD 20814
U. S. HUD Washington DC 20410

EPA-747-K-12-001
January 2020

IMPORTANT!

Lead From Paint, Dust, and Soil in and Around Your Home Can Be Dangerous if Not Managed Properly

- Children under 6 years old are most at risk for lead poisoning in your home.
- Lead exposure can harm young children and babies even before they are born.
- Homes, schools, and child care facilities built before 1978 are likely to contain lead-based paint.
- Even children who seem healthy may have dangerous levels of lead in their bodies.
- Disturbing surfaces with lead-based paint or removing lead-based paint improperly can increase the danger to your family.
- People can get lead into their bodies by breathing or swallowing lead dust, or by eating soil or paint chips containing lead.
- People have many options for reducing lead hazards. Generally, lead-based paint that is in good condition is not a hazard (see page 10).

Tab E-22

From: [REDACTED]
To: [Niemeier, Todd](#); [REDACTED]
Subject: Supporting Documents for Case Rebuttal
Date: Monday, August 2, 2021 11:48:32 AM
Attachments: [history of lease signing 2.PNG](#)
[Screenshot 2021-05-04 144242.png](#)
[history of lease signing.PNG](#)
[lease that \[REDACTED\].pdf](#)
[lease agreementb1.pdf](#)

WARNING: This email has originated from **outside of the organization**. Do not click links or open attachments unless you recognize the sender and know the content is safe.

Hi Todd,

I'm attaching the screenshots we pulled in May. I haven't edited any of them, which I mention because one screenshot has personal information about my job contract on it. I would really like for that to be blacked out if the documents are shared. I look forward to speaking with you at 1 pm.

The documents attached show that there were two versions of the lease agreement which were both voided on November 12th. I think it demonstrates the confusion [REDACTED] and I had. I was able to pull and attach to the lease agreements as well. The one [REDACTED] has signed was the original document we had questions about. You can see the pet rent listed on page 2 of the lease conflicted with the rent presented in the pet addendum document page 20 which lists the pet rent as \$25. Page 2 of the document had a lot of fees which is what prompted our questions that [REDACTED] ignored and never answered.

Thank you so much for holding this. We appreciate you beyond words!

[REDACTED]

DocuSign eSignature

[Home](#)[Manage](#)[Templates](#)[Settings](#)[Buy Now](#)[SB](#)

DocuSign: [REDACTED] Lease agreement ⓘ

[Envelope ID](#)

From: [REDACTED]
Last change on 11/12/2020 | 08:53:39 am
Sent on 10/30/2020 | 12:04:12 pm

ⓘ **Voided** - Envelope has been deleted and was therefore automatically voided

[MOVE](#)[MORE ▾](#)

Recipients

COMPLETED

- | | | |
|---|--------------|--|
| 1 | ✓ [REDACTED] | Signed
on 10/30/2020 12:06:08 pm
Signed in location |
| 2 | ✓ [REDACTED] | Signed
on 10/30/2020 01:32:02 pm
Signed in location |

CURRENT

- | | | |
|---|------------|--|
| 2 | [REDACTED] | Needs to Sign
Viewed on 10/30/2020 04:40:56 pm |
| | [REDACTED] | Needs to Sign
Viewed on 11/5/2020 08:26:52 pm |

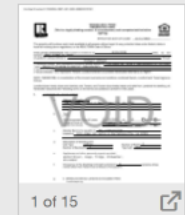
WAITING

- | | | |
|---|------------|----------------------|
| 3 | [REDACTED] | Needs to Sign |
|---|------------|----------------------|

SIGNING ORDER

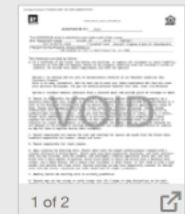
Residential Le...

Pages: 15



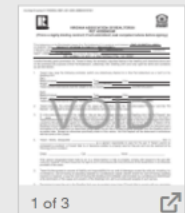
Addendum

Pages: 2



Pet Addendum

Pages: 3



Tab E-23

From: [REDACTED]
To: [Niemeier, Todd](#)
Subject: Fwd: [REDACTED]
Date: Thursday, November 12, 2020 4:36:00 PM

WARNING: This email has originated from **outside of the organization**. Do not click links or open attachments unless you recognize the sender and know the content is safe.

Another early correspondence thread. This one, he does say we would be asked to provide a security deposit of two months rent OR have [REDACTED] sign the lease. [REDACTED] said she would sign the lease, and yet we were still hit with abnormally high financial cost to enter the contract.

----- Forwarded message -----

From: [REDACTED]
Date: Wed, Oct 28, 2020 at 11:58 AM
Subject: Re: [REDACTED]
To: [REDACTED]
[REDACTED]

Hi [REDACTED],

Yes, we can do an 11/15 commencement date. [REDACTED] will need to provide a security deposit in the amount equal to two months rent or have you sign a Guaranty of Lease document. Please let us know which option is preferred and we will draft the lease agreement for review and signature.

[REDACTED]

[REDACTED]

p:
w:

[REDACTED]



On Oct 28, 2020, 11:52 AM -0400, [REDACTED] >, wrote:

Hi [REDACTED],

It was great speaking with you Monday. I'm following up about the potential lease agreement. Where you able to get in contact with the landlord? Would December 1 work? We're also open to Mid November start date.

Thank you so much,

[REDACTED]

On Sun, Oct 25, 2020 at 1:02 PM [REDACTED] > wrote:

[REDACTED]. This is [REDACTED]. I would be happy to talk to you. The better number to reach me is [REDACTED]. I look forward to hearing from you.

On Oct 24, 2020, at 2:40 PM, [REDACTED] > wrote:

Hello [REDACTED],

My income comes from my parents as I am in grad school right now. They give me \$3,000 per month. My mom is copied on this email and her phone number is [REDACTED]. Please feel free to call her to confirm. She is also happy to be a co-signer.

Please let me know if you have any questions.

Thanks,

On Sat, Oct 24, 2020 at 10:09 AM [REDACTED]
<[REDACTED]> wrote:

Yes.

[REDACTED]
[REDACTED]
[REDACTED]
[REDACTED]



On Oct 24, 2020, 10:06 AM -0400, [REDACTED]
[REDACTED] >, wrote:

Hi [REDACTED],

I've already sent you this. Are you referring to [REDACTED]?

Thanks,

[REDACTED]

On Sat, Oct 24, 2020 at 9:58 AM [REDACTED]
<[REDACTED]> wrote:

Thank you for your interest in [REDACTED]. Please submit verification of income/employment (paystubs) as the next step in our application process.

[REDACTED]
[REDACTED]
[REDACTED]

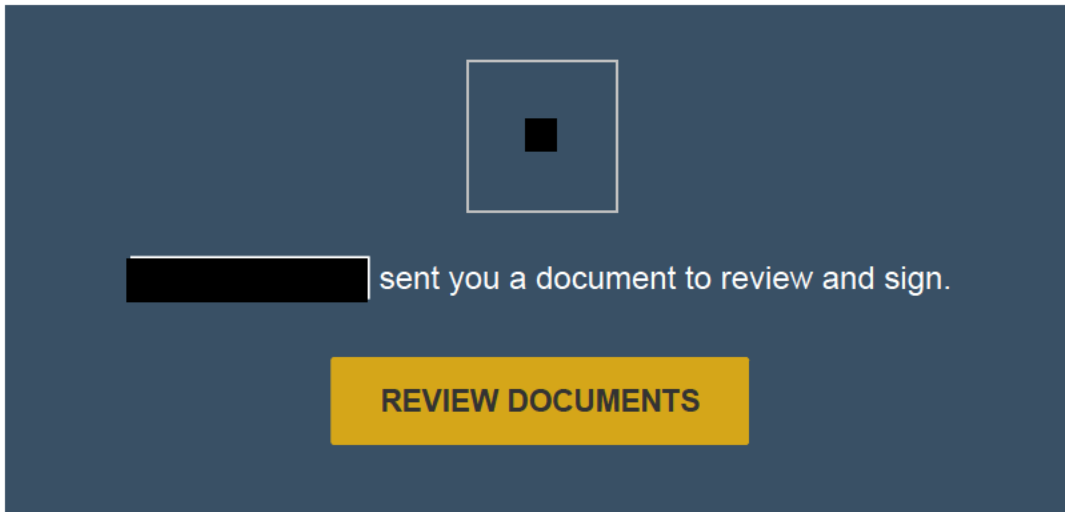


W[REDACTED]



Tab E-24

From: [DocuSign NA3 System](#) on behalf of [REDACTED]
To: [REDACTED]
Subject: Reminder: [REDACTED] DocuSign: ([REDACTED]) Lease agreement
Date: Monday, November 2, 2020 3:09:28 AM



Hello all,

Your lease is ready for signing by clicking the link below. After you have signed, it will be sent to the owner for their signature. As soon as the owners have signed we will upload all your documents to a tenant portal and you will be emailed a link to set this up. This will give you the ability to make a payment towards your security deposit online. We will require first months rent and security deposit prior to move-in. For more instructions, please see the new tenant email that will be sent around the same time your portal set up email is sent.

In the event the owner has any changes, this document will be voided and we will send an updated lease shortly.

Powered by 

Do Not Share This Email

This email contains a secure link to DocuSign. Please do not share this email, link, or access code with others.

Alternate Signing Method

Visit [DocuSign.com](https://www.docuSign.com), click 'Access Documents', [REDACTED]
[REDACTED]

About DocuSign

Sign documents electronically in just minutes. It's safe, secure, and legally binding. Whether you're in an office, at home, on-the-go -- or even across the globe -- DocuSign provides a professional trusted solution for Digital Transaction Management™.

Questions about the Document?

If you need to modify the document or have questions about the details in the document, please reach out to the sender by emailing them directly.

Stop receiving this email

[Report this email](#) or read more about [Declining to sign](#) and [Managing notifications](#).

If you are having trouble signing the document, please visit the [Help with Signing](#) page on our [Support Center](#).

[Download the DocuSign App](#)

This message was sent to you by [REDACTED] who is using the DocuSign Electronic Signature Service. If you would rather not receive email from this sender you may contact the sender with your request.

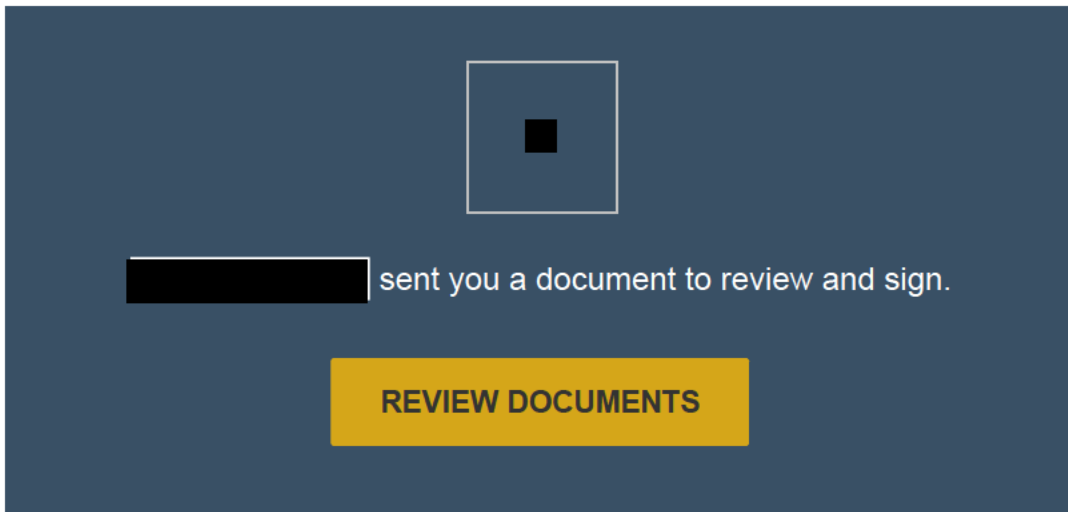
Tab E-25

From: [REDACTED]
To: [Niemeier, Todd](#)
Subject: Fwd: Reminder: [REDACTED] DocuSign: [REDACTED] Lease agreement
Date: Sunday, February 28, 2021 11:26:36 AM

WARNING: This email has originated from **outside of the organization**. Do not click links or open attachments unless you recognize the sender and know the content is safe.

----- Forwarded message -----

From: [REDACTED] **via DocuSign** [REDACTED]
Date: Thu, Nov 5, 2020 at 3:55 AM
Subject: Reminder: [REDACTED] DocuSign: [REDACTED] Lease agreement
To: [REDACTED] >



Hello all,

Your lease is ready for signing by clicking the link below. After you have signed, it will be sent to the owner for their signature. As soon as the owners have signed we will upload all your documents to a tenant portal and you will be emailed a link to set this up. This will give you the ability to make a payment towards your security deposit online. We will require first months rent and security deposit prior to move-in. For more instructions, please see the new tenant email that will be sent around the same time your portal set up email is sent.

In the event the owner has any changes, this document will be voided and we will send an updated lease shortly.

Powered by 

Do Not Share This Email

This email contains a secure link to DocuSign. Please do not share this email, link, or access code with others.

Alternate Signing Method

Visit [DocuSign.com](https://www.docusign.com), click 'Access Documents', and enter the security code:

About DocuSign

Sign documents electronically in just minutes. It's safe, secure, and legally binding. Whether you're in an office, at home, on-the-go -- or even across the globe -- DocuSign provides a professional trusted solution for Digital Transaction Management™.

Questions about the Document?

If you need to modify the document or have questions about the details in the document, please reach out to the sender by emailing them directly.

Stop receiving this email

[Report this email](#) or read more about [Declining to sign](#) and [Managing notifications](#).

If you are having trouble signing the document, please visit the [Help with Signing](#) page on our [Support Center](#).

 [Download the DocuSign App](#)

This message was sent to you by  who is using the DocuSign Electronic Signature Service. If you would rather not receive email from this sender you may contact the sender with your request.

Tab E-26

From: [REDACTED]
To: [Niemeier, Todd](#)
Subject: Fwd: Reminder: [REDACTED] DocuSign: [REDACTED]) Lease agreement
Date: Sunday, February 28, 2021 11:26:53 AM

WARNING: This email has originated from **outside of the organization**. Do not click links or open attachments unless you recognize the sender and know the content is safe.

----- Forwarded message -----

From: [REDACTED] **via DocuSign** <[REDACTED]>
Date: Sun, Nov 8, 2020 at 4:07 AM
Subject: Reminder: [REDACTED] DocuSign: ([REDACTED]) Lease agreement
To: [REDACTED] >



[REDACTED] sent you a document to review and sign.

REVIEW DOCUMENTS



Hello all,

Your lease is ready for signing by clicking the link below. After you have signed, it will be sent to the owner for their signature. As soon as the owners have signed we will upload all your documents to a tenant portal and you will be emailed a link to set this up. This will give you the ability to make a payment towards your security deposit online. We will require first months rent and security deposit prior to move-in. For more instructions, please see the new tenant email that will be sent around the same time your portal set up email is sent.

In the event the owner has any changes, this document will be voided and we will send an updated lease shortly.

Powered by 

Do Not Share This Email

This email contains a secure link to DocuSign. Please do not share this email, link, or access code with others.

Alternate Signing Method

Visit [DocuSign.com](https://www.docusign.com), click 'Access Documents', and enter the security code:

[REDACTED]

About DocuSign

Sign documents electronically in just minutes. It's safe, secure, and legally binding. Whether you're in an office, at home, on-the-go -- or even across the globe -- DocuSign provides a professional trusted solution for Digital Transaction Management™.

Questions about the Document?

If you need to modify the document or have questions about the details in the document, please reach out to the sender by emailing them directly.

Stop receiving this email

[Report this email](#) or read more about [Declining to sign](#) and [Managing notifications](#).

If you are having trouble signing the document, please visit the [Help with Signing](#) page on our [Support Center](#).

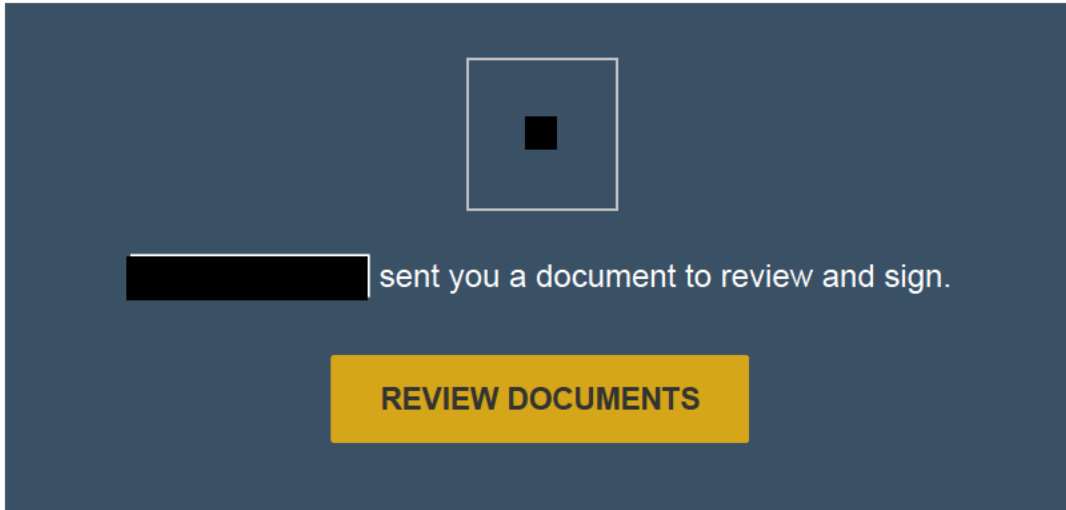


[Download the DocuSign App](#)

This message was sent to you by [REDACTED] is using the DocuSign Electronic Signature Service. If you would rather not receive email from this sender you may contact the sender with your request.

Tab E-27

From: [REDACTED] on behalf of [REDACTED]
To:
Subject: Reminder: [REDACTED] DocuSign: [REDACTED] Lease agreement
Date: Wednesday, November 11, 2020 3:32:41 AM



Hello all,

Your lease is ready for signing by clicking the link below. After you have signed, it will be sent to the owner for their signature. As soon as the owners have signed we will upload all your documents to a tenant portal and you will be emailed a link to set this up. This will give you the ability to make a payment towards your security deposit online. We will require first months rent and security deposit prior to move-in. For more instructions, please see the new tenant email that will be sent around the same time your portal set up email is sent.

In the event the owner has any changes, this document will be voided and we will send an updated lease shortly.

Powered by 

Do Not Share This Email

This email contains a secure link to DocuSign. Please do not share this email, link, or access code with others.

Alternate Signing Method

Visit [DocuSign.com](https://www.docusign.com), click 'Access Documents', and enter the security code:

[REDACTED]

About DocuSign

Sign documents electronically in just minutes. It's safe, secure, and legally binding. Whether you're in an office, at home, on-the-go -- or even across the globe -- DocuSign provides a professional trusted solution for Digital Transaction Management™.

Questions about the Document?

If you need to modify the document or have questions about the details in the document, please reach out to the sender by emailing them directly.

Stop receiving this email

[Report this email](#) or read more about [Declining to sign](#) and [Managing notifications](#).

If you are having trouble signing the document, please visit the [Help with Signing](#) page on our [Support Center](#).

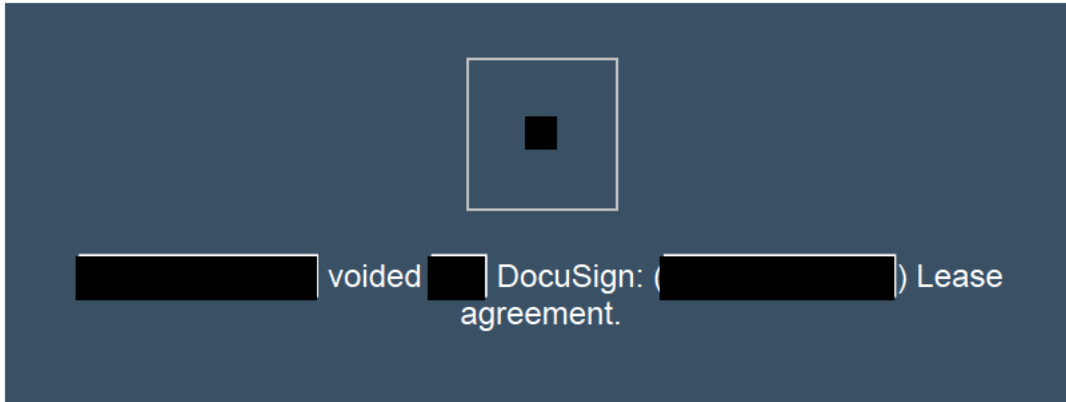


[Download the DocuSign App](#)

This message was sent to you by [REDACTED] who is using the DocuSign Electronic Signature Service. If you would rather not receive email from this sender you may contact the sender with your request.

Tab E-28

From: [REDACTED] on behalf of [REDACTED]
To: [REDACTED]
Subject: Voided: [REDACTED] DocuSign: [REDACTED] Lease agreement
Date: Thursday, November 12, 2020 8:53:43 AM



[REDACTED] DocuSign: ([REDACTED]) Lease agreement has been voided for the following reason:
Envelope has been deleted and was therefore automatically voided

Powered by 

Envelope ID

feb966ac-5b67-40e1-96dc-beb8ddc5f9b1

Do Not Share This Email

This email contains a secure link to DocuSign. Please do not share this email, link, or access code with others.

About DocuSign

Sign documents electronically in just minutes. It's safe, secure, and legally binding. Whether you're in an office, at home, on-the-go -- or even across the globe -- DocuSign provides a professional trusted solution for Digital Transaction Management™.

Questions about the Document?

If you need to modify the document or have questions about the details in the document, please reach out to the sender by emailing them directly.

Stop receiving this email

[Report this email](#) or read more about [Declining to sign](#) and [Managing notifications](#).

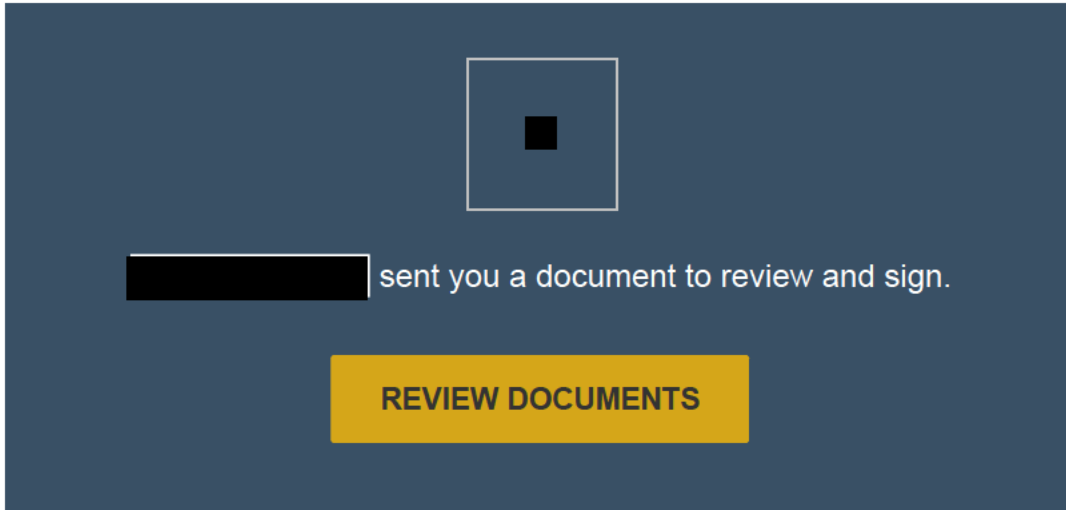
If you are having trouble signing the document, please visit the [Help with Signing](#) page on our [Support Center](#).

 [Download the DocuSign App](#)

This message was sent to you by  who is using the DocuSign Electronic Signature Service. If you would rather not receive email from this sender you may contact the sender with your request.

Tab E-29

From: [REDACTED] on behalf of [REDACTED]
To: [REDACTED]
Subject: DocuSign: [REDACTED] Lease agreement Revised
Date: Thursday, November 12, 2020 8:54:41 AM



The only revision made is we removed Second Nature from the lease as it does not apply at this property.

Powered by 

Do Not Share This Email

This email contains a secure link to DocuSign. Please do not share this email, link, or access code with others.

Alternate Signing Method

Visit [DocuSign.com](https://www.docusign.com), click 'Access Documents', and enter the security code:



About DocuSign

Sign documents electronically in just minutes. It's safe, secure, and legally binding. Whether you're in an office, at home, on-the-go -- or even across the globe -- DocuSign provides a professional trusted solution for Digital Transaction Management™.

Questions about the Document?

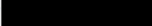
If you need to modify the document or have questions about the details in the document, please reach out to the sender by emailing them directly.

Stop receiving this email

[Report this email](#) or read more about [Declining to sign](#) and [Managing notifications](#).

If you are having trouble signing the document, please visit the [Help with Signing](#) page on our [Support Center](#).

 [Download the DocuSign App](#)

This message was sent to you by  who is using the DocuSign Electronic Signature Service. If you would rather not receive email from this sender you may contact the sender with your request.

Tab E-30

From: [REDACTED]
To: [Niemeier, Todd](#)
Cc: [REDACTED]
Subject: Re: FW: Draft Affidavit
Date: Monday, March 29, 2021 9:43:19 AM
Attachments: [REDACTED]

WARNING: This email has originated from **outside of the organization**. Do not click links or open attachments unless you recognize the sender and know the content is safe.

Todd,

Attached is the lease agreement we sent to the prospective tenants. This is the only draft we sent to them but was sent several times as a reminder to sign, which they never did sign. I have also attached their applications.

It is important to note, at no time was any consideration given to any factors other than the prospective tenant's refusal to pay the pet deposit. I think it would important to ask if they are paying pet rent, pet deposit or an increased security deposit at their current location. Asking for addition rent or security deposit is industry standard when moving into a property with a pet (or pets in this case).

[REDACTED]

[REDACTED]



On Mar 24, 2021, 4:44 PM -0400, Niemeier, Todd <niemeier@charlottesville.gov>, wrote:

[REDACTED]

I hope all is well with you.

I am following up regarding your affidavit. Since we last spoke, I have interviewed [REDACTED]. I also received some documentation about which I would like to ask you some further questions. In the interest of minimizing the number notarized statements, I think it might be helpful to schedule a time to talk soon, so that I can add your responses to my follow-up questions as statements to your pending affidavit.

In preparation for our conversation, I also request the following documentation (electronic

versions are fine), from [REDACTED]:

1. A copy of [REDACTED] completed application.
2. Copies of any supporting materials submitted by [REDACTED] as part of the application process.
3. A copy of the draft lease agreement.
 - a. Note, that per my conversation with [REDACTED], and the subsequent email records he shared with me, a link to the lease via Docu-sign was sent to [REDACTED] on 10/30/2020, 11/2/2020, 11/5/2020, 11/8/2020, 11/11/2020, and 11/12/2020.
 - b. If the content of the lease was different when sent to [REDACTED] on any or all of the dates above, a copy of each version would be helpful.

My intent here is to make sure that the evidentiary record is complete and is available to clarify and verify any differences in the accounts of events presented by all parties.

If any of the above is unclear, I am happy to speak with you by phone. If I do not hear from you before Friday, 3/26/2021, I will give you a call. Thank you again for your time and cooperation.

Sincerely,

Todd

Todd Niemeier

(He/His/Him)

Community Outreach & Investigation Specialist

City of Charlottesville

Office of Human Rights

Office: 434-970-3023

Cell: 434-443-0048

Confidentiality Notice: The information contained within this e-mail (including, without limitation, any attachments) is confidential or restricted pursuant to federal and/or state law. This e-mail is intended only for the above-named recipient(s). If you are not one of



**VIRGINIA REALTORS®
RESIDENTIAL LEASE**

(This is a legally binding contract. If not understood, seek competent advice before signing.)



EFFECTIVE DATE OF LEASE: 11/15/2020

The property will be shown and made available to all persons without regard to any protected class under federal, state or local fair housing law or regulations, or the REALTOR® Code of Ethics.

THIS LEASE AGREEMENT (the "Lease") is made as of 10/30/2020 (date), by and between [REDACTED] ("Landlord") whose address is [REDACTED]; through

[REDACTED] ("Landlord's Broker," who represents Landlord) whose address is [REDACTED]; and [REDACTED] ("Tenant"); through

[REDACTED] ("Tenant's Broker," who represents Tenant). Landlord's Broker is sometime hereinafter referred to as "Agent".

NOW, THEREFORE, in consideration of the mutual covenants and conditions contained therein, Landlord and Tenant agree as follows:

Landlord does hereby lease and demise unto Tenant, and Tenant does hereby lease and take from Landlord the dwelling unit hereinafter described (the "Dwelling Unit") on the terms and conditions set forth in this Lease.

1. SUMMARY OF LEASE TERMS

a. Address of Dwelling Unit:

[REDACTED]

b. Term

Commencement Date of Lease: 11/15/2020 at 12 ☐ am OR ☒ pm
Length of Term is: 12 months, 16 days
Lease Term Ends: 11/31/2021 at 12 ☐ am OR ☒ pm

c. Monthly Rent to be payable to [REDACTED],
located at [REDACTED]

d. Description of Dwelling Unit:
Unit Type Duplex Number of Baths: 2
Number of Bedrooms 3 Year built: 1920

e. Appliances and other personal property provided:
washer/dryer, range, fridge, dishwasher,
microwave

f. Occupancy of the Dwelling Unit shall be limited to 0 persons whose
names other than Tenant are as follows ("Occupants"):

g. i) Utilities provided by Landlord and included in Rent:
Landscaping

ii) Utilities that Tenant must obtain individually: Electric, water/sewer, trash, cable/internet

iii) Utilities provided by Landlord, and billed separately to Tenant: _____

h. Rent

Base Rent:	\$ 1425
Pet Rent, if applicable:	\$ 50
Damage Insurance Premium:	\$ 0
Renter's Insurance Premium:	\$ 0
Other _____:	\$ n/a
Other _____:	\$ n/a
Other _____:	\$ n/a

Total Monthly Rent:	\$ 1475
---------------------	---------

Prorated Rent (for period from 11/15/20 to 11/31/20):	\$ 786.72
---	-----------

Additional Rent:	
Non-Refundable Lease Fee:	\$ 0
Non-Refundable Pet Fee, if applicable:	\$ 0
Non-Refundable Unauthorized Animal Fee:	
(\$ 500), if applicable	
Damage Insurance:	
Administrative fee:	\$ 0
Opt-out fee:	\$ 0
Renter's Insurance:	
Administrative fee:	\$ 0
Opt-out fee:	\$ 0
Other Renters Liability Program:	\$ 12.95
Other _____:	\$
Other _____:	\$

Total Rents Due for Lease Term:	\$ 18,642.12
---------------------------------	--------------

Per Diem Rent:	\$ 49.17
----------------	----------

(Rent may be increased pursuant to the terms of this Lease)

Late Fee: 10% of Total Monthly Rent or 10% of the remaining balance due and owed by Tenant whichever is less.

i. Security Deposit:

Move-In Security Deposit:	\$ 2,137.5
Pet Deposit (Additional Security Deposit)	\$
Total Security Deposit:	\$ 2,137.5

Security Deposit will be held by ☐ Landlord OR ☒ Agent.

j. Cancellation and Renewal of Lease: Either party may terminate this Lease effective as of the end of the then-existing Term by giving the other party written notice at least 90 days before the end of the then-existing Term. If no such notice of termination is given, the Term of this Lease shall be extended for self-renewing terms of month to month. If Landlord intends to change the terms or conditions of this Lease, including increasing the Rent, for any renewal term thereafter, Landlord will give Tenant written notice of the new terms and conditions (the "Renewal Notice") at least 60 days prior to the end of the then applicable term. Should Tenant fail to provide Landlord written notice at least 30 days prior to the expiration of any Lease Term of Tenant's intentions to remain in the Dwelling Unit, or vacate, Tenant shall be deemed to have agreed to the renewal Lease term offered in the Renewal Notice, and all terms contained in the then-applicable form of Landlord's Lease (a copy of which shall be provided to Tenant(s) upon request, and at the time of Lease signing), and shall be bound by these terms, until such time as the Lease is terminated in accordance with this Section.2. **APPLICABLE VIRGINIA LAW.** This landlord tenant relationship is in accordance with Chapter 12 of Title 55.1 of the Code of Virginia generally known as the Virginia Residential Landlord Tenant Act (the "VRLTA").

3. SECURITY DEPOSIT. Tenant has deposited the amount shown in Section 1(i) as a Security Deposit, to secure a complete and faithful performance by Tenant of all terms and conditions of this Lease, and the obligations imposed on Tenant by applicable Virginia Law.

- a. Disposition. Pursuant to the VRLTA, Landlord may apply all or part of the Security Deposit (which includes the Pet Deposit) to the payment of accrued Rent and the amount of any damages that have been suffered by Landlord, including but not limited to, physical damages and any damages that may be caused by an assistance animal, appropriate charges to Tenant not previously reimbursed to Landlord, charges that may be due by Tenant to third-party utility providers in accordance with the provisions of Section 55.1-1226 of the VRLTA, and actual damages for breach of this Lease, including attorneys' fees and costs. Damages shall be calculated based on replacement costs of items, not the depreciated value. Landlord shall have the right to apply the Security Deposit to any outstanding fees, charges or other amounts due first, and then to any unpaid Rent. The Security Deposit and the Pet Deposit may be applied by Landlord to any amounts due Landlord without regard to whether such amounts are due because of damages caused by animal(s) of Tenant. Within 45 days after the termination of the tenancy or the date Tenant vacates the Dwelling Unit, whichever is later, Landlord will provide Tenant with a written security deposit disposition statement, including an itemized list of damages, and with payment of any amount due to Tenant. If Tenant complies with all terms and conditions of the Lease and with the VRLTA, Landlord will return to Tenant the Security Deposit, together with any accrued interest if required by law. If the damages to the Dwelling Unit exceed the amount of the Security Deposit and require the services of a third-party contractor, Landlord shall give written notice to Tenant advising of the fact within a 45 day period. If such notice is given, Landlord shall have an additional 15 day period to provide an itemization of the damages and the cost of repair. There is no interest due and payable on the Security Deposit in accordance with the VRLTA for any Security Deposit received after January 1, 2009. If the Security Deposit was received prior to January 1, 2009, the VRLTA provides that any accrued interest due and payable shall be paid to Tenant no later than 45 days after termination of the tenancy and return of possession of the Dwelling Unit by Tenant. Since January 1, 2009, any interest earned on the Security Deposit will be retained by Agent to cover administrative costs.
- b. Forwarding Address. Tenant shall provide Landlord written notice prior to vacating the Dwelling Unit of the forwarding address so that Landlord can forward to Tenant a statement explaining the disposition of the Security Deposit prior to the end of the 45-day period provided herein. Regardless of the number of tenants subject to a rental agreement, if Tenant fails to give notice of a forwarding address, Landlord will send the security deposit disposition statement to the last known address of Tenant, but will retain the Security Deposit refund, if any, until Tenant notifies Landlord of the appropriate address. If no forwarding address is provided to Landlord, Landlord may continue to hold the security deposit in escrow, or upon the expiration of one year from the date of the end of the 45-day time period, Landlord may pay any balance due to the State Treasurer as unclaimed property, Landlord shall have no further liability to any Tenant relative to the Security Deposit.
- c. Multiple Tenants. Where more than one tenant signs this Lease, a deduction to be made from the Security Deposit will be joint and several, and Landlord is not liable for any understanding that may exist between two or more tenants as to the portion of the Security Deposit that one tenant may be entitled to, as opposed to another tenant. Landlord will draw one check payable to all tenants jointly, or at Landlord's election, to any one tenant who shall be responsible for distribution to the other tenants, and forward same to forwarding address provided to Landlord by written notice as required by subparagraph b above.
- d. Move-Out Inspection. Under the VRLTA, Landlord shall provide written notice to Tenant of Tenant's right to be present at the time of the move-out inspection. Landlord will include in the vacating notice language to inform Tenant of this right to be present. Tenant must make a written request to Landlord to be present at such an inspection, and Landlord will notify Tenant of the inspection times which will occur within 72 hours of the delivery of possession. If Tenant fails to make such a request, Landlord will proceed to do the move-out inspection without Tenant being present.
- e. Setoff Prohibited. Tenant shall have no right to deduct the Security Deposit from the rental payment for the last month of any term of this Lease.
- f. Landlord's Successor Obligated for Security Deposit. If Landlord in any way transfers its interest in the Dwelling Unit, or if the Agent transfers management of the Dwelling Unit or the apartment community in which the Dwelling Unit is located (the "Premises"), to a third party, Agent or Landlord, as the case may be, may transfer the Security Deposit to the transferee after notice is provided to Tenant and both are thereafter released from all liability for the return of the Security Deposit to Tenant. If such a transfer occurs, Tenant agrees to look to the transferee solely for the return of the Security Deposit and to release Landlord and/or Agent, as the case may be, from all obligations and liability relating thereto. If there is a dispute over the Security Deposit, the Agent may file an interpleader action in general district court.
- g. Damage Addendum. The Damage Addendum, if attached, is incorporated by reference herein, establishes a tentative schedule of standard deductions to be utilized by Landlord in assessing charges against Tenant for physical damages to the Dwelling Unit or the Premises, less reasonable wear and tear. Landlord reserves the

right to alter this schedule if the repair costs should become higher than those listed thereon. Landlord further reserves the right to assess against Tenant for such damages the actual costs of the materials and repairs, if there is a variance between the tentative schedule and the actual bill for such materials and repairs. The Damage Addendum also establishes the tentative schedule for charges to be made by Landlord against Tenant during the Term of the tenancy for any damages as may occur.

Landlord reserves the right to require a commercial insurance policy commonly known as "damage insurance" to secure the performance by Tenant of the terms and conditions of this Lease, in lieu of all or part of the security deposit, as provided in Section 55.1-1206 of the VRLTA. The actual costs of any damage insurance policy and the administrative fee as set forth in Section 1(h) shall be charged to the Tenant as additional rent. Tenant shall have the option to purchase their own damage insurance policy, provided the policy otherwise meets the requirements of this paragraph, in which case Tenant shall be charged the monthly opt-out fee specified in Section 1(h). For any damage insurance policy obtained by Tenant in accordance with this paragraph, Tenant agrees to maintain such policy in full force and effect for the full term of this Lease, including any extensions or renewals thereof, and to provide Landlord sufficient proof of such insurance. Tenant may, at any time without consent of Landlord, opt to pay the full Security Deposit to Landlord in lieu of maintaining a damage insurance policy. Any damage insurance policy provided by Landlord shall terminate contemporaneously with the termination of this Lease. The Security Deposit, damage insurance coverage, or any combination thereof, may not exceed a total amount equal to two months of rent.

4. RENT.

- a. Rent Payments. The total Rent for the initial Term of this Lease is set out in section 1(h) of this Lease. Monthly payments of Rent are payable in advance, without demand, and in full without prorating or setoff, on the first day of each calendar month and shall be paid to at the address set forth in section 1(c) above or at such other place as Landlord may designate by advance written notice to Tenant. Landlord is authorized to accept prepaid Rent in accordance with the provisions of the VRLTA. Landlord will provide Tenant a written receipt upon the request of Tenant, if Tenant pays rent in the form of cash or a money order (if allowed by Landlord). Upon the written request of Tenant, Landlord shall provide Tenant with a written statement of charges and payments in accordance with Section 55.1-1204 of the VRLTA.
- b. Late Payment. If the rental payment is received after the fifth day of the month, a Late Fee in the amount specified in section 1(h) of this Lease will be assessed against Tenant. Any rental payment received after legal action has been initiated by Landlord will be accepted with reservation and will be applied to delinquent rent due, but will not affect any legal action instituted by Landlord against Tenant to recover delinquent rent and possession of the Dwelling Unit.
- c. Returned Checks. Landlord reserves the right to require that all monthly installments be made by money order or certified funds, or to require automatic or electronic payment. Checks that are returned for insufficient funds or otherwise, or a failed electronic funds transfer, will result in the following charges: (i) the late charges specified herein; (ii) the face amount of the dishonored payment; (iii) a reimbursement of any fee charged by the bank for such dishonored payment; (iv) an administrative processing fee in the amount of \$50; (v) legal interest from the date of the check or transfer; (vi) a civil recovery not to exceed \$250; and (vii) all other amounts recoverable by Landlord pursuant to this Lease or by law.
- d. Rent is Inclusive. As used in this Lease and under the VRLTA, "Rent" means all money, other than a security deposit, owed or paid to Landlord under this Lease, including prepaid Rent paid more than one month in advance of the Rent due date.

5. INSPECTION AND CONDITION OF DWELLING UNIT.

- a. Move-In Inspection Report. Tenant has made an inspection of the Dwelling Unit, and Tenant agrees that the Dwelling Unit is in a fit and habitable condition, except for such damages as have been itemized in a written "Residential Move-In Move-Out Inspection Report", a copy of which will be submitted by Landlord to Tenant within five days after occupation of the Dwelling Unit by Tenant. The Residential Move-In Move-Out Inspection Report will be deemed correct unless Tenant objects to it in writing within five days after Landlord has provided it to Tenant. Tenant hereby acknowledges that the Residential Move-In Move-Out Inspection Report reflects that there is no visible evidence of mold in the Dwelling Unit or that portion of the Premises which is occupied by Tenant. If Landlord's Residential Move-In Move-Out Inspection Report states that there is visible evidence of mold in the Dwelling Unit, Landlord shall promptly remediate the mold conditions in accordance with the requirements of subsection E of § 8.01-226.12 of the Code of Virginia and reinspect the dwelling unit to confirm that there is no longer visible evidence of mold in the Dwelling Unit. Landlord is not required to make repairs to address damages noted on the Residential Move-In Move-Out Inspection Report unless required to do so by law.
- b. Locks. Landlord, at Tenant's request and at Tenant's sole cost and expense, will have all locks on the Dwelling Unit rekeyed. Tenant may, at any time, ask Landlord to: (i) install one keyed deadbolt lock on all exterior doors, if the Dwelling Unit does not already have one installed on each door; (ii) install a sliding door pinlock

and/or a security bar on each sliding glass door; (iii) install one door viewer on each exterior door; and (iv) change or rekey locks during the Term. Landlord will comply with any such request at Tenant's cost and expense, in accordance with the amounts shown in the Damage Addendum if attached, with all such costs to be paid by Tenant as additional Rent with the next monthly payment of Rent by Tenant, after receipt by Tenant of an invoice from Landlord.

- c. New Locks Pursuant to Court Order. Any Tenant who has obtained an order (excluding ex parte orders) granting such Tenant possession of the Dwelling Unit to the exclusion of one or more other Tenants or Occupants, in accordance with the provisions of Section 55.1-1230 of the VRLTA, may request Landlord to install new locks or other security devices on all exterior doors of the Dwelling Unit. Tenant will reimburse Landlord's actual costs for such new locks or security devices. All such costs will be paid by Tenant as additional Rent with the next monthly payment of Rent by Tenant after receipt by Tenant of an invoice from Landlord.

6. USE, OCCUPANCY AND MAINTENANCE.

- a. Smoking. Smoking is prohibited in any area of the Dwelling Unit or the Premises, including the garage and other enclosed areas, unless otherwise indicated in the rules and regulations, by Tenant, Occupant, and guests. It is Tenant's responsibility to inform Tenant's guests of this no smoking provision of the Lease and prohibit smoking by Tenant's household members or guests while in the Dwelling Unit or on the Premises and/or any restrictions in the rules and regulations.
- b. Use. Tenant covenants that the Dwelling Unit will be used only as a dwelling unit and in a manner that will not disturb neighbors, including harassment of any kind, and that will not damage the Dwelling Unit or the Premises. Tenant will not permit any Occupants or guests or invitees in or about the Dwelling Unit or the Premises either to disturb neighbors, including harassment of any kind, or to cause physical damage to the Dwelling Unit or the Premises. Tenant shall not deliberately or negligently destroy, deface, damage or impair any part of the Dwelling Unit or the Premises (including fixtures, facilities and appliances) or permit any person to do so with or without Tenant's knowledge, and Tenant shall be responsible for any damage caused by Tenant's failure to comply with these requirements. Tenant shall give Landlord prompt notice if any such damages occur.
- c. Occupancy. No persons, other than those named as Tenant and as Occupants in section 1(f) of this Lease, may occupy the Dwelling Unit on a regular basis. For the purpose of this Lease, occupancy by an unauthorized person for more than seven calendar days consecutively, or 14 calendar days in any calendar year, without prior written consent from Landlord, will constitute occupancy of the Dwelling Unit on a regular basis and will constitute a default under this Lease. If at any time more than one person is named as a Tenant on this Lease, the obligations of each Tenant shall be joint and several. Tenant must notify Landlord of any change in the household composition (such as the birth of an infant) during the term of the Lease, within 15 days of such change. The preceding sentence shall not be construed to allow any exceptions to Tenants and the Occupants named in this Lease.
- d. Assignment/Sublease. Tenant shall not assign this Lease or sublet any portion of the Dwelling Unit without the prior written consent of Landlord, which consent Landlord will be under no obligation whatsoever to grant. Landlord shall have the right to consider any assignment or sublease made without Landlord's prior written consent void.
- e. Compliance with Codes; Fixtures. Tenant shall comply with all obligations imposed by applicable building and housing codes materially affecting health and safety, and shall keep the Dwelling Unit, including plumbing and other fixtures, appliances, and facilities in a good, clean, safe and sanitary condition. Tenant shall use in a reasonable manner all electrical, plumbing, sanitary, heating, ventilating, air conditioning, and other fixtures, appliances, and facilities in the Dwelling Unit and shall maintain the utility services paid for by Tenant on at all times during the Lease Term. Tenant shall be responsible for any and all damages caused by Tenant's failure to comply with this requirement.
- f. Appliances. Tenant shall keep all appliances and equipment in good and clean condition, with the exception of reasonable wear and tear. Tenant shall not remove or relocate major appliances or equipment provided by Landlord in the Dwelling Unit without prior written permission of Landlord. Tenant shall not install or use any other major appliances or equipment other than those provided by Landlord in the Dwelling Unit without prior written permission of Landlord.
- g. Smoke Alarms. Tenant shall be responsible for reasonable care and maintenance of smoke alarms in the Dwelling Unit in accordance with Section 55.1-1227 of the VRLTA, and shall be responsible for interim testing and for providing written notice to Landlord of the need for repair of any malfunctioning smoke alarm. Tenant shall not remove or tamper with any smoke alarm, including removing any working batteries, so as to render the alarm inoperative. Pursuant to Section 55.1-1220 of the VRLTA, Landlord shall provide a certificate to the Tenant stating that all smoke alarms are present, have been inspected, and are in good working order no more than once every 12 months.
- h. Carbon Monoxide Alarms. Tenant shall have the right to request in writing that Landlord install a carbon monoxide alarm in the Dwelling Unit, the cost of which may be charged to Tenant, in accordance with Section

55.1-1229 of the VRLTA. Landlord shall install the carbon monoxide alarm within 90 days of the request. Tenant shall not remove or tamper with a properly functioning carbon monoxide alarm, including removing any working batteries, so as to render the carbon monoxide alarm inoperative and shall maintain the carbon monoxide alarm in accordance with the uniform set of standards for maintenance of carbon monoxide alarms established in the Uniform Statewide Building Code.

- i. Mold. Tenant will use reasonable efforts to maintain the Dwelling Unit in such a condition as to prevent accumulation of moisture and the growth of mold, and to promptly notify Landlord in writing of any moisture accumulation that occurs or of any visible evidence of mold discovered by Tenant. Tenant does hereby release Landlord and Agent from any and all claims or liability to Tenant, Occupants, or Tenant's guests or invitees, and does hereby agree to indemnify and hold Landlord and Agent harmless from and against any and all loss, damage, claim, suit, costs (including reasonable attorneys fees and costs at all tribunal levels) or other liability whatsoever resulting from Tenant's failure to comply with the provisions of this subsection or any other provisions of law. Landlord shall provide Tenant with a copy of a summary of information related to mold remediation occurring during the tenancy and, upon request by Tenant, make available the full package of such information and reports not protected by attorney-client privilege.
- j. Trash. Tenant to provide and maintain appropriate receptacles and conveniences for the collection, storage, and removal of ashes, garbage, rubbish, and other waste incidental to the occupancy ("Trash"). Tenant shall be responsible for arranging and paying for the removal of Trash and other waste, including bulk items.
- k. Insects and Pests. Tenant shall keep the Dwelling Unit free from insects and pests, and promptly notify the Landlord of the existence of any insects or pests. Tenant shall be financially responsible for the added cost of treatment or extermination due to Tenant's unreasonable delay in reporting the existence of any insects or pests and be financially responsible for the cost of treatment or extermination due to Tenant's fault in failing to prevent infestation of any insects or pests in the area occupied. Except for the costs of any regularly scheduled pest treatments provided by Landlord, Tenant shall be responsible for the costs of any insect or pest treatments necessary in the Dwelling Unit, which amounts shall constitute additional Rent and must be paid by Tenant with the next monthly payment of Rent after receipt by Tenant of an invoice from Landlord. Tenant shall prepare the Dwelling Unit for the application of insecticides or pesticides in accordance with any written instructions provided by Landlord, and if insects or pests are found to be present, follow any written instructions provided by Landlord to eliminate the insects or pests following the application of insecticides or pesticides. Tenant who has concerns about specific insecticides or pesticides shall notify the Landlord in writing no less than 24 hours before any scheduled insecticide or pesticide application, in accordance with Section 17 of this Lease. Tenant does hereby release Landlord and Agent from any and all claims or liability to Tenant, Occupants, or Tenant's guests or invitees, and does hereby agree to indemnify and hold Landlord and Agent harmless, from and against any and all losses, damages, claims, suits, costs (including reasonable attorneys fees and costs) or other liabilities whatsoever arising from the presence of insects or pests in the Dwelling Unit, and/or resulting from Tenant's failure to comply with the provisions of this subsection or any other provisions of law.
- l. Painting and Alterations. Tenant shall not paint or disturb any painted surfaces or make other alterations to the Dwelling Unit without Landlord's prior written approval. Tenant shall notify Landlord and Agent in the event there is any chipped or peeling paint in the Dwelling Unit.
- m. Compliance with Law. Tenant shall comply with any and all obligations imposed upon Tenant by applicable Virginia law, including the VRLTA.
- n. Animals. Tenant shall use reasonable care to prevent any dog or other animal in possession of the Tenant, Occupants, or guests or invitees from causing personal injuries to a third party in the Dwelling Unit or on the Premises, or property damage to the Dwelling Unit or the Premises.
- o. Landlord Obligations. Landlord shall comply with the specific duties imposed upon landlords in Section 55.1-1220 of the VRLTA. Landlord may only be liable to Tenant for damages proximately caused by Landlord's breach of said statute or a specific provision of this Lease.
- p. Tenant Obligations. Tenant shall promptly report any required maintenance to Landlord or Agent. Tenant shall be financially responsible for the added cost of repair or any other associated costs due to Tenant's unreasonable delay in reporting the existence of any maintenance issues. Tenant shall be responsible for paying the cost of any unnecessary service call and any costs incurred as a result of the Tenant failing to keep appointments with service providers that require access in order to make scheduled repairs.

7. UTILITIES.

- a. The utilities provided by Landlord and included in the Rent are listed in section 1(g)(i). Tenant shall obtain all utility and other services listed in section 1(g)(ii), or not otherwise listed in Section 1(g) as being provided by Landlord. All such utility and other services shall be paid directly by Tenant, and Tenant shall pay any deposits and monthly bills due to the applicable providers. Tenant shall pay in full all charges for utilities and other services which Landlord separately bills Tenant as set forth in section 1(g)(iii), and in accordance with the applicable invoice (if any). Tenant shall keep all essential utility services turned on, in and to the Dwelling Unit during any Lease Term. Landlord shall not be liable for the failure to provide these services or for the

- interruption of such services if such failure or interruption is due to any cause beyond the control of Landlord.
- b. Landlord reserves the right to use sub-metering or energy allocation equipment, or to allocate utility costs on the basis of ratio utility billing ("RUBs"), as provided in the VRLTA, for the utilities provided by Landlord. If Landlord chooses to allocate utility costs on the basis of RUBs, Landlord will bill Tenant for an appropriate prorata share of such utility costs, which bill shall be due and payable as additional Rent at the first of the next month.
 - c. Landlord reserves the right to include water, sewer, electrical, natural gas, or other utilities in the amount of Rent as specified in the Lease.
 - d. If, contrary to this Lease or provisions of the VRLTA, Landlord willfully or negligently fails to supply heat, running water, hot water, electricity, gas, or other essential service, Tenant shall serve a written notice on Landlord specifying the breach if acting under this section and, in such event, and after a reasonable time allowed for Landlord to correct such breach, may
 - i. Recover damages based upon the diminution in the fair rental value of the Dwelling Unit; or
 - ii. Procure reasonable substitute housing during the period of Landlord's noncompliance, in which case Tenant is excused from paying Rent for the period of Landlord's noncompliance, as determined by the court.

8. PERSONAL PROPERTY OF TENANT

- a. Renter's Insurance. All personal property placed in or about the Dwelling Unit or the Premises shall be at the sole risk of Tenant or the parties owning the same, and Landlord shall not be liable for the loss, destruction, theft of, or damage to such property. Tenant shall obtain insurance coverage (commonly referred to as "renter's insurance"), which shall meet the minimum coverage limits and other terms specified by Landlord. The policy shall name Landlord and Managin Agent as interested parties. Landlord reserves the right to require Tenant to pay or the cost of renter's insurance obtained through Landlord in which case the actual costs for such insurance and the administrative fee as set forth in Section 1(h) shall be charged to Tenant as additional Rent. Tenant shall have the option to purchase their own renter's insurance policy, provided the policy otherwise meets the requirements of this Section 8(a), in which case Tenant shall be charged a monthly opt-out fee as set forth in Section 1(h). For any renter's insurance policy obtained by Tenant in accordance with this Section 8(a), Tenant agrees to maintain such policy in full force and effect for the full term of this Lease, including any extensions or renewals thereof, and to provide Landlord sufficient proof of such insurance. If Tenant allows his renter's insurance to lapse for any reason, Landlord may provide renter's insurance coverage to Tenant. Tenant shall be obligated to pay for the cost of premiums for such insurance until Tenant has provided written documentation to Landlord showing that Tenant has reinstated his own renter's insurance coverage. Any renter's insurance policy provided by Landlord shall terminate contemporaneously with the termination of this Lease.
- b. Other Insurances. Nothing in this section shall be construed to prohibit Landlord from recovering from Tenant, as part of the Rent, the actual costs of insurance coverages provided by Landlord relative to the premises, or the costs of a self-insurance program held in an escrow account, including Landlord's administrative or other fees associated with the administration of such coverages. Landlord may apply such funds held in escrow to pay claims pursuant to Landlord's self-insurance plan.
- c. Abandoned Property. Any items of personal property left in or about the Dwelling Unit after Tenant vacates the Dwelling Unit will be considered abandoned property and may be disposed of by Landlord as Landlord sees fit, provided that Landlord has: (i) given Tenant written notice of termination as required by this Lease or the VRLTA including a notice that any items of personal property left in the Dwelling Unit or the Premises would be disposed of within 24 hours after termination; (ii) given written notice in accordance with subsection 9(d) of this Lease including notice that any items of personal property left in the Dwelling Unit or the Premises would be disposed of within 24 hours after expiration of the seven-day period; or (iii) given written notice to Tenant including a statement that any items of personal property left in the Dwelling Unit or the Premises would be disposed of within 24 hours after expiration of a ten-day period from the date of such notice. Tenant shall have the right to remove its personal property from the Dwelling Unit or the Premises during the 24 hour period after termination during normal business hours, or during normal business hours until Landlord has disposed of the remaining personal property of Tenant. During such 24 hour period and until Landlord disposes of the remaining personal property of Tenant, Landlord shall have no liability for risk of loss of such property.
- d. Death of Tenant. If a Tenant who is the sole occupant of the Dwelling Unit dies, and there is no person authorized by order of a circuit court to handle probate matters for the deceased Tenant, Landlord may dispose of any personal property left by such Tenant upon giving at least ten days written notice in accordance with Section 55.1-1256 of the VRLTA. Such notice shall include a statement that any items of personal property left in the Dwelling Unit shall be treated as abandoned property and disposed of, if not claimed within ten days, subject to subsection (c) hereof. This Lease shall be deemed terminated on the date of death of the Tenant; however, the estate of the Tenant shall remain liable for actual damages in accordance with Section 55.1-

1251 of the VRLTA, subject to Landlord's duty to mitigate damages.

9. ACCESS TO THE DWELLING UNIT AND PREMISES BY LANDLORD AND ITS DULY DESIGNATED REPRESENTATIVE(S); REPAIRS.

- a. Landlord and its duly designated representative(s) may enter the Dwelling Unit and go upon the Premises in order to do the following:
 - i. Upon reasonable notice to Tenant and at reasonable times:
 1. inspect the Dwelling Unit and the Premises;
 2. make necessary or agreed repairs, decorations, alterations, or improvements;
 3. supply necessary or agreed services;
 4. exhibit the Dwelling Unit and Premises to prospective or actual mortgagees, workmen, contractors, appraisers and/or representatives of any owners' association.
 - ii. Landlord will give Tenant at least 24 hours notice, unless impractical to do so, of routine maintenance to be performed that has not been requested by Tenant, and shall not be required to provide prior notice to Tenant for any maintenance requested by Tenant. Landlord may enter the Dwelling Unit without Tenant's consent in cases of emergency.
 - iii. Place a "For Sale" sign upon the Dwelling Unit and Premises and exhibit the Dwelling Unit and Premises to prospective purchasers. After notice of termination of this Lease by Landlord or Tenant or commencing 90 days before the expiration of the Term, place a "For Rent" sign upon the Dwelling Unit and Premises and exhibit the Dwelling Unit and Premises to prospective tenants. Such exhibition may include placing an electronic lockbox on the Premises. Tenant shall cooperate with Landlord or Agent in making the Dwelling Unit available for such showings by other licensed real estate agents, which shall be conducted at reasonable times and with reasonable notice to Tenant. If Tenant, without reasonable justification, refuses to permit Landlord or Agent to exhibit the Dwelling Unit for sale or lease through a licensed real estate agent, Landlord may recover damages, costs, and reasonable attorney fees.
- b. Landlord shall give written notice to Tenant no less than 24 hours prior to an application of an insecticide or pesticide in the Dwelling Unit. If Tenant requests the application of the insecticide or pesticide, no prior notice is required.
- c. If Tenant refuses to allow or prevents access to Landlord as provided herein, in addition to any other remedies available at law or in equity, Landlord may obtain injunctive relief to compel access or may terminate this Lease. In either case, Landlord may recover actual damages sustained and reasonable attorney's fees.
- d. Tenant shall give Landlord notice of any anticipated extended absence of Tenant from the Dwelling Unit in excess of seven days. During such absence of Tenant, Landlord may enter the Dwelling Unit at times reasonably necessary to protect the Dwelling Unit. If Tenant fails to give such notice, Landlord may recover from Tenant any actual damages sustained, and shall have all other rights provided in the VRLTA. If Landlord cannot determine whether Tenant has abandoned the Dwelling Unit, Landlord may serve written notice on Tenant requiring Tenant to give Landlord written notice within seven days that Tenant intends to remain in occupancy of the Dwelling Unit. If by the end of such seven-day period Landlord has not received such notice or has otherwise determined that Tenant has abandoned the Dwelling Unit, the Dwelling Unit shall be presumed abandoned and this Lease shall be terminated as of such date.

In the event there is a non-emergency property condition, including a mold condition that requires Tenant to temporarily vacate the Dwelling Unit to make the necessary repairs, in the sole determination of Landlord, the Landlord may upon no less than 30 days prior written notice to Tenant (or such sooner period as may be agreed to by the parties), require the Tenant to temporarily vacate the Dwelling Unit for a period of not more than 30 days. Landlord shall provide a comparable dwelling unit selected by Landlord at no expense or cost to Tenant, or at Landlord's option to a hotel room as selected by Landlord at no expense or cost to Tenant. Landlord shall not be required to pay for any other expenses of the tenant that arise after the relocation period. Tenant shall continue to be responsible for all Rent due under the Lease without abatement, and shall comply with all other terms and conditions of the Lease during any period of temporary relocation. If the Landlord properly remedies the non-emergency property condition, or the mold condition in accordance with professional standards (as defined in Section 55.1-1200 of the VRLTA), the Tenant shall have no right to terminate the Lease as a result of such condition.

- 10. LANDLORD'S INABILITY TO DELIVER POSSESSION TO TENANT.** If Landlord is unable to deliver possession of the Dwelling Unit to Tenant on the Commencement Date of this Lease through no fault of Landlord, Landlord shall not be liable to Tenant for any damages other than to rebate any Rent paid by Tenant for such portion of the Term during which the Dwelling Unit is not delivered to Tenant. If Landlord cannot deliver possession of the Dwelling Unit or provide

Tenant with an alternative residential dwelling unit acceptable to Tenant within 15 days after the Commencement Date of the Lease, the Lease may be terminated by either Landlord or Tenant by giving notice to the other as provided herein.

11. **CASUALTY DAMAGE.** If the Dwelling Unit is damaged by fire or other casualty, by the failure of or malfunction of any equipment or utilities serving the Dwelling Unit, Tenant shall promptly notify Landlord. If, in the sole determination of Landlord, such damage does not render the Dwelling Unit substantially impaired or require repairs requiring Tenant to vacate the Dwelling Unit, Landlord shall repair the same within a reasonable period of time after service upon Landlord of written notice of such damage by Tenant, and Rent shall not abate during the period of such repairs. If the Dwelling Unit or any part thereof is damaged by fire or other casualty to such an extent that use of the Dwelling Unit is substantially impaired, or required repairs can be made only by Tenant vacating the Dwelling Unit, in the sole determination of Landlord, either Landlord or Tenant shall have the right to terminate the Lease in accordance with the terms of Section 55.1-1240 of the VRLTA by giving to the other party at least 14 days' notice of termination. Landlord shall account to Tenant for the Security Deposit and prepaid rent, as applicable, plus accrued interest on the Security Deposit (if any) based upon the damage or casualty. However, if Landlord reasonably believes that Tenant, Tenant's guests, invitees or Occupants were the cause of the damage or casualty, Landlord shall so notify Tenant and make disposition of the Security Deposit and any prepaid rent by advising Tenant that such funds will be held until a determination is made of the amount of damages caused by Tenant's acts. Landlord shall have the right to apply the Security Deposit and prepaid rent to the damage so caused by Tenant, Tenant's guests, invitees, or Occupants. Except as otherwise provided herein, Tenant does hereby release Landlord from any and all liability, loss, damage or claim resulting from any casualty, and shall require its insurer to waive any rights of subrogation against Landlord. Landlord retains any rights of subrogation against Tenant.
12. **CONDEMNATION.** If all, or a substantial part, of the Dwelling Unit or Premises shall be acquired for any public use by the right of eminent domain, or private purchase in lieu of such right, by a public body vested with the power of eminent domain, this Lease and all rights of Tenant under it shall immediately terminate. The Monthly Rent shall be prorated as of the date of such acquisition, but Tenant shall have no claim against Landlord for any value of the unexpired Term, nor shall Tenant be entitled to any part of the condemnation award or purchase in lieu of such award.
13. **LIABILITY OF LANDLORD/AGENT.** Landlord may only be liable to Tenant for damages proximately caused by Landlord's breach of Section 55.1-1220 of the VRLTA or a specific provision of this Lease. Landlord and Agent shall not be liable for negligence or tort. Landlord and Agent shall also not have any liability of any kind whatsoever for any of the following: failure of utilities or services; acts of God; and any injuries or damages to persons or property either caused by or resulting from fire, falling plaster, dampness, overflow, or leakage upon or into the Dwelling Unit or the Premises of water, rain, snow, ice, sewage, steam, gas, or electricity, or by any breakage in or malfunction of pipes, plumbing, fixtures, air conditioners, or appliances, or leakage, breakage, or obstruction of soil pipes, nor for any injury or damage from any other cause. Tenant acknowledges that any security measures provided by Landlord or Agent will not be treated by Tenant as a further assurance or guarantee against crime or of a reduction in the risk of crime. Neither Landlord nor Agent will be liable to Tenant or any guest, invitee, or Occupant for injury, damage or loss to person or property caused by criminal conduct of other persons, including theft, burglary, assault, vandalism, or other crimes. Neither Landlord nor Agent will furnish security personnel, security lighting, security gates or fences, or other forms of security. If the employees of Landlord or Agent are requested to render services not contemplated in this Lease, Tenant will hold Landlord and Agent harmless from any and all liability for same. If information on Tenant's rental history is requested by others for law enforcement or business purposes, Landlord may provide same in accordance with the "Tenant Consent Form." Landlord and Agent, in addition, shall not be liable under any circumstances of Tenant's failure to provide Landlord or Agent with prompt notice of any such conditions existing in the Dwelling Unit or Premises. Tenant hereby releases Landlord and Agent from any and all liability and agrees to indemnify Landlord and Agent for such losses, with respect to Tenant, and all Occupants and guests or invitees of Tenant. Landlord and Agent may enter into an agreement with a third party service provider to maintain tenant records in electronic form or other medium. In such case, Landlord and Agent shall not be liable under Section 55.1-1209 of the VRLTA in the event of a breach of the electronic data of the third party service provider, except in the case of gross negligence or intentional act.
14. **ANIMALS.** No animals of any kind will be allowed to be kept or maintained on the Dwelling Unit without Landlord's prior written consent and the execution of an addendum entitled "Pet Addendum" or "Assistance Animal Addendum." Landlord reserves the right, however, to prohibit animals, except for qualified service animals, completely from the Dwelling Unit and Premises. Any unauthorized animal(s) in the Dwelling Unit shall constitute a breach of this Lease, and Tenant must pay the Unauthorized Animal Fee listed in section 1(h), if any, along with any other applicable Pet Rent, Fees and Deposit.
15. **REPRESENTATIONS IN APPLICATION FOR LEASE.** This Lease has been entered into in reliance on the information given by Tenant on Tenant's Application for Residential Lease (the "Application"), which by this reference is made a part of this Lease. Tenant shall advise Landlord and Agent in writing of any changes to the information contained in the Application. If any of Tenant's material representations are found to be misleading, incorrect, untrue or omitted,

Landlord may immediately terminate this Lease and require Tenant to vacate the Dwelling Unit.

16. FINANCIAL RESPONSIBILITY. If Landlord is required to make any payment to Tenant hereunder, Tenant agrees that such financial obligation will be satisfied solely from Landlord's estate and interest in the Dwelling Unit and the real estate upon which the Dwelling Unit is situated and the improvements of which it is part, or the proceeds thereof, so that Landlord will incur no individual or other liability for such financial obligations.

17. NOTICE. All notices shall be in accordance with Section 55.1-1202 of the VRLTA, which provides for written notice to be given by regular mail or by hand delivery, with the party giving notice retaining a certificate of mailing, or delivery of the notice, as the case may be. Notice to the Landlord will be given to the Agent's Office or to such other place as may be specified by Landlord or Agent. Notice to Tenant will be given to the address of the Dwelling Unit. Landlord reserves the right for Landlord and Tenant to send notices in electronic form; however, if Tenant so requests, Tenant may elect to send and receive notices in paper form. If electronic delivery is used, the sender shall retain sufficient proof of the electronic delivery, which may be an electronic receipt of delivery, a confirmation that the notice was sent by facsimile, or a certificate of service prepared by the sender confirming the electronic delivery. Landlord will send all electronic notices to the e-mail address provided by Tenant in the Application, and Tenant is required to provide notice to Landlord of any change in e-mail address.

18. MILITARY.

- a. Any Tenant who is a member of the armed forces of the United States or a member of the Virginia National Guard serving on fulltime duty or a Civil Service technician with a National Guard unit may, through the procedure detailed in subsection (b) of this section, terminate this Lease if the Tenant (i) has received permanent change of station orders to depart 35 miles or more (radius) from the location of the Premises; (ii) has received temporary duty orders in excess of three months' duration to depart 35 miles (radius) from the location of the Premises; (iii) is discharged or released from active duty with the armed forces of the United States or from full time duty or technician status with the Virginia National Guard; or (iv) is ordered to report to government-supplied quarters resulting in the forfeiture of basic allowance for quarters.
- b. If Tenant qualifies to terminate this Lease pursuant to subsection (a) of this section, and in accordance with Section 55.1-1235 of the VRLTA, Tenant may do so by serving on Landlord a written notice of termination at least 30 days prior to the next Rent due date. The termination date shall be no more than 60 days prior to the date of departure necessary to comply with the official orders or any supplemental instructions for interim training or duty prior to the transfer. Prior to the termination date, Tenant shall furnish Landlord with a copy of the official notification of the orders or a signed letter, confirming the orders, from Tenant's commanding officer.
- c. Nothing in this section shall limit the amount of the Security Deposit that Landlord may retain as provided in section 3 of this Lease.
- d. Landlord reserves the right to require, as a condition of this Lease, that Tenant execute a waiver of all or part of the rights the Tenant may otherwise have under the Servicemembers Civil Relief Act.
- e. If no waiver of rights under the Servicemembers Civil Relief Act is required by Landlord, in the event of a nonpayment of rent by Tenant, Landlord reserves the right to request an allotment from the pay of the servicemember tenant as permitted in the Servicemembers Civil Relief Act.

19. CANCELLATION; RENEWAL.

- a. Either party may terminate this Lease in accordance with section 1(j) of this Lease. If notice of termination is not timely given, the Term of this Lease shall be extended upon the same terms and conditions as set forth in this Lease, for the term specified in section 1(j), until either party gives timely notice to terminate in accordance herewith, unless this Lease is terminated in accordance with any other applicable provision of this Lease or Virginia law; provided, however, that if the duration of the renewal term as set forth herein is less than the number of days specified in section 1(j) to terminate this Lease, then the notice period for terminating any renewal term of this Lease shall be the same period as the renewal term.
- b. If Landlord intends to change the terms or conditions of this Lease, including increasing the Rent, for any renewal term thereafter, Landlord shall give Tenant written notice in accordance with section 1(j) of this Lease, advising Tenant of the new terms and conditions of a renewal lease. Should Tenant fail to provide Landlord timely written notice of Tenant's intentions to terminate the Lease in accordance with the preceding subsection (a), Tenant shall be deemed to have agreed to the terms and conditions set forth in Landlord's Renewal Notice, and shall be bound for such, until such time as the Lease is terminated in accordance with this section.
- c. Any Tenant who is a victim of (i) family abuse as defined by Section 16.1-228 of the Code of Virginia; (ii) sexual abuse as defined by Section 18.2-67.10 of the Code of Virginia; or (iii) other criminal sexual assault under Section 18.2-61 et seq. of the Code of Virginia, may terminate the Lease in accordance with the provisions of Section 55.1-1236 of the VRLTA.
- d. Upon termination of this Lease, Tenant shall surrender the Dwelling Unit in good condition, with the exception

of reasonable wear and tear and must pay for all damages or assessments for damages made by Landlord against Tenant in accordance with the Damage Addendum if attached, other provisions of this Lease, or as Landlord reasonably determines.

20. ACTION BY LANDLORD UPON DEFAULT BY TENANT. Under Virginia law and this Lease, Landlord may terminate this tenancy during the Term of the Lease upon one of the following:

- a. Material Noncompliance by Tenant Failing to Pay Rent When Due. If Tenant fails to pay Rent when due or pays Rent with a bad check or failed electronic funds transfer, and such failure continues after Landlord has delivered Tenant a five-day notice of material noncompliance for failure to pay Rent, Tenant shall be in default, and Landlord may terminate this Lease and Tenant's right to possession, and seek such damages as are appropriate under this Lease and the VRLTA.
- b. Material Noncompliance by Tenant Which Can Be Remedied Within 21 Days. If Tenant fails to comply materially with any other provision of this Lease that can be remedied, Landlord may deliver Tenant a material noncompliance notice stating that if Tenant does not remedy the specified noncompliance(s) within 21 days after receipt of such notice, then if such noncompliance is remediable, this Lease will terminate 30 days after Landlord has delivered Tenant such notice.
- c. Repeat Violations. If Tenant has received a prior written notice that required Tenant to remedy a breach, and Tenant remedied such breach, if Tenant commits a subsequent breach of a like nature as the prior breach, Landlord may deliver Tenant a 30 day termination notice for such repeat violation. Such notice must reference the prior breach of a like nature and state that the Lease will terminate in 30 days for the reasons stated therein without allowing Tenant an opportunity to remedy such subsequent breach.
- d. Nonremediable Violations/Criminal Acts If Tenant commits a material noncompliance that is not remediable, Landlord may deliver Tenant a termination notice stating that this Lease will terminate in 30 days for the reasons stated therein without allowing Tenant an opportunity to remedy such breach. If a breach of Tenant obligations under Virginia law or this Lease involves or constitutes a criminal or willful act that is not remediable and that poses a threat to health or safety, Landlord may terminate this Lease immediately by delivering Tenant notice. Tenant and any other persons in or about the Dwelling Unit with consent of Tenant, including but not limited to members of the family, guests, invitees or Occupants, shall not engage in criminal activities or activities intended to facilitate criminal activities including any illegal drug-related activity on the Dwelling Unit and any area of the Premises, including common areas and streets, involving a controlled substance (as defined in Section 54.1-3401 of the Code of Virginia) or any activity that involves or constitutes a criminal or willful act that also poses a threat to health and safety. "Illegal drug-related activity" means the illegal manufacture, sale, distribution, use or possession with intent to manufacture, sell, distribute or use of a controlled substance. Neither Tenant, guests, invitees or Occupants of Tenant may engage in the manufacture, sale or distribution of illegal drugs at any location, whether on the Premises or otherwise. Neither Tenant, guests or invitees or Occupants of Tenant may engage in acts of violence or threats of violence, including, but not limited to the unlawful discharge of firearms in the Dwelling Unit or on or near the Premises. A single violation of any of these provisions shall constitute a non-remediable violation of the Lease and justification for termination thereof. Criminal conviction is not required in order for Landlord to terminate this Lease. Nothing herein shall be construed to limit any remedies available under Virginia law for any criminal offenses committed by Tenant, guests, invitees or Occupants of Tenant.
- e. Material Noncompliance by Tenant Which Can Be Remedied by Repairs, Cleaning or Replacement. If Tenant commits a material noncompliance that can be remedied by repair, cleaning or replacement, Landlord shall deliver deliver Tenant notice specifying the breach and stating that Landlord will enter the Dwelling Unit and perform the work. Once the work is complete, Landlord will deliver an itemized bill to Tenant for the work, and such amounts are due as Rent on the next Rent due date, or if this Lease is terminated, immediate payment is due.
- f. Remedies Available to Landlord Upon Termination of Lease. In the event of a breach of the Lease or noncompliance by Tenant, Landlord shall be entitled to recover from Tenant the following, regardless of whether or not a lawsuit is filed or an order obtained from a court, amounts as contracted for in the Lease including: (i) Rent due and owing (through the month of the court date if a lawsuit is pending); (ii) other charges and fees; (iii) late charges, (iv) reasonable attorney's fees in accordance with Section 26 of this Lease, unless in a court action the Tenant proved by a preponderance of the evidence that Tenant's failure to pay rent or vacate was reasonable; (v) costs of the proceeding as provided by law if a court action has been filed; and (vi) damages to the Dwelling Unit or Premises.
- g. Family abuse. If a Tenant is a victim of family abuse as defined in the VRLTA, and the perpetrator is barred from the Dwelling Unit pursuant to Section 55.1-1246 of the VRLTA based upon information provided by Tenant to Landlord, or by a protective order issued by a court of competent jurisdiction, Landlord may not terminate this Lease due solely by an act of family abuse against a Tenant. However, the provisions of the preceding sentence shall not apply if: (i) Tenant fails to provide Landlord, not later than 21 days after the alleged offense, with written documentation corroborating Tenant's status as a victim of family abuse and the

exclusion of the perpetrator from the Dwelling Unit and the Premises; or (ii) the perpetrator returns to the Dwelling Unit in violation of the bar notice, and Tenant fails to so notify Landlord with 24 hours, subject to the provisions of the VRLTA.

- 21. UNLAWFUL DETAINERS; ACCEPTANCE OF RENT WITH RESERVATION.** Landlord may accept full or partial payment of all Rent and receive an order of possession from a court of competent jurisdiction pursuant to an unlawful detainer action filed under Section 8.01-374 *et seq.* of the Code of Virginia, and proceed with eviction. Such notice shall be included in a written termination notice given by Landlord to Tenant under Section 55.1-1245 or in a separate written notice given by Landlord to Tenant within five business days of receipt of Rent. Subsequent to the entry of an order of possession by a court of competent jurisdiction but prior to eviction, provided that notice of acceptance was given by Landlord in a separate written notice given by Landlord to Tenant within five business days of receipt of such payment, Landlord may accept all amounts owed to Landlord by Tenant, including full payment of any money judgment, award of attorney fees and court costs, and all subsequent Rents that may be paid prior to eviction, and proceed with eviction. Writs of possession in cases of unlawful entry and detainer are otherwise subject to Section 8.01-471 of the Code of Virginia. In cases of unlawful detainer, Tenant may pay Landlord or Landlord's attorney, or pay into court all: (i) Rent due and owing through the month of the court date as set forth in the Lease, (ii) other charges and fees set forth in the Lease, (iii) late charges specified in the Lease, (iv) reasonable attorney fees as set forth in the Lease or as provided by law, and (v) costs of the proceeding as provided by law, at which time the unlawful detainer proceeding shall be dismissed. Tenant may invoke the rights granted in this paragraph no more than one time during any 12-month period of continuous residency in the dwelling unit, regardless of the term of the Lease or any renewal thereof.
- 22. NO WAIVER.** If Landlord waives a noncompliance or breach of the Lease or law by Tenant, such waiver shall not be construed as a waiver of any subsequent breach of noncompliance or breach, and this Lease shall continue in full force and effect.
- 23. SUBORDINATION.** Tenant agrees that this Lease is subordinate to the lien of any existing or future deeds of trust or mortgages placed on the Dwelling Unit and Premises, and Tenant agrees to execute whatever additional agreements may be required to so subordinate this Lease. Landlord reserves the right to assign any of Landlord's rights under this Lease at any time.
- 24. SEVERABILITY.** If any provisions of this Lease violate law or equity, the remaining provisions shall remain in full force and effect.
- 25. DISCRIMINATION.** Landlord and Agent shall not discriminate against Tenant in the provisions of services or in any other manner on the basis of any protected class under federal, state or local fair housing law or regulations, or the REALTOR® Code of Ethics.
- 26. REASONABLE ATTORNEY'S FEES/COSTS OF COLLECTION.** If as a result of Tenant's noncompliance with, or a breach of this Lease or the law, Landlord employs an attorney at law, regardless of whether a lawsuit is filed, Tenant agrees to pay Landlord's reasonable attorney's fees and costs in all courts of competent jurisdiction at all tribunal levels, as well as any and all costs recoverable under Virginia law.
- 27. RULES AND REGULATIONS.** Tenant shall abide by any rules and regulations adopted by Landlord applicable to the Dwelling Unit and the Premises, including any and all revisions delivered by Landlord to Tenant, and any rules of any property or homeowner, or similar association in which the Dwelling Unit is located.
- 28. HOLDOVER TENANT.** If Tenant remains in possession of the Dwelling Unit after the required departure date following the termination of this Lease, Tenant will be liable for the following damages sustained by Landlord, or Agent: (i) actual damages which include but not are limited to, holdover rent equal to the Per Diem Rent set forth in section 1(h) multiplied by the number of days Tenant stays in possession of the Dwelling Unit after the vacating date, and storage, hotel, meals, mileage, etc., payable by Landlord to the new tenant or (ii) liquidated damages equal to one-hundred and fifty percent (150%) (or one-hundred percent (100%) for any HUD property) of the Per Diem Rent, multiplied by the number of days Tenant stays in possession of the Dwelling Unit after the vacating date; and (iii) reasonable attorney's fees and court costs. In addition, if Tenant remains in the Dwelling Unit after termination or expiration of the Lease and no new Lease is entered into, the terms of the Lease shall remain in effect, except that the amount of rent shall be either as provided in the terminated Lease, or as provided by Landlord in a written notice to Tenant. Such new Rent amount shall take effect on the next Rent due date following 30 days after the notice. Nothing herein shall be deemed to create a right on the part of Tenant to holdover after the required departure date.
- 29. MODIFICATION, APPLICABLE LAW AND SUCCESSORS.** This Lease and any and all addenda, exhibits or amendments hereto constitute the entire agreement among the parties, and may not be modified or amended except by written instrument executed by Landlord and Tenant. This Lease shall be construed, interpreted and applied according to Virginia law and it shall be binding upon and inure to the benefit of the heirs, personal representatives,

successors, assignees, and subtenants of the parties.

30. STATUTORY NOTICE TO TENANT. Tenant shall exercise whatever due diligence Tenant deems necessary with respect to information concerning sex offenders registered under Chapter 23 (sec 19.2-387 et seq.) of Title 19. Such information may be obtained by contacting the local police department or the Department of State Police, Central Records exchange at (804) 674-2000 or <http://sex-offender.vsp.virginia.gov/sor/>.

31. BANKRUPTCY. Subject to the requirements of the Bankruptcy Code, in the event the Tenant is adjudicated as bankrupt, (or makes an assignment for the benefit of creditors), this Lease, at the option of the Landlord, shall terminate upon 30 days written notice and the Dwelling Unit shall be surrendered to the Landlord, who reserves the right to repossess the Dwelling Unit subject to the applicable provisions of law.

32. NON-BINDING MEDIATION. In an effort to avoid the expense and delay of litigation, the parties agree to submit any disputes or claims arising out of this Lease, including those involving the Landlord's Broker or the Tenant's Broker, to mediation prior to instituting litigation. Such mediation will be **non-binding**, that is, no party will be obligated to enter into any settlement arising out of mediation unless that settlement is satisfactory to that party. Any settlement the parties enter into will be binding, but if the parties are not able to reach agreement on a settlement, they may resort to arbitration or litigation as if the mediation had never taken place. The mediation will be performed by a mutually agreeable mediator or mediation service in the area. This agreement to mediate does not apply to foreclosure, unlawful detainer (eviction), mechanics lien, probate, or license law actions. Judicial actions to provide provisional remedies (such as injunctions and filings to enable public notice of pending disputes) are not violations of the obligation to mediate and do not waive the right to mediate. Mediation fees, contained in the mediator's fee schedule, will be divided equally among parties and will be paid before the mediation conference.

33. OTHER SPECIFIC PROVISIONS:

- Addendum #1 shall be made a part of this lease

- Tenant shall not make any changes to the exterior of the Premises, install any exterior lights, decorations, balloons, flags, pennants, banners, or painting, or erect or install any signs, windows or door lettering, placards, decorations, or advertising media of any type which can be viewed from the exterior of the Premises, without Landlord's prior written consent.

- Renters liability program and all charges associated may be removed if tenant provides a renters insurance policy

- Second Nature charges may be removed upon signing of an opt-out form (provided upon request)

34. OPTIONAL PROVISIONS (to be initialed by Tenant if checked):

☒ **LEAD-BASED PAINT.** The Premises were constructed prior to 1978, and housing built before 1978 may contain lead-based paint. Lead from paint, paint chips, and dust can pose health hazards if not maintained properly. Lead exposure is especially harmful to young children and pregnant women. The Lead Based Paint Disclosure and EPA information book "Protect Your Family from Lead in Your Home" are attached hereto and made a part hereof, which shall be acknowledged by Tenant prior to occupancy of the Dwelling Unit.

Tenant _____ Tenant _____ Tenant _____ Tenant _____

☐ **DEFECTIVE DRYWALL.** Tenant recognizes and acknowledges that prior to execution of this Lease, Tenant has received a written disclosure that the Dwelling Unit contains "defective drywall," as defined in Section 36-156.1 of the Code of Virginia.

Tenant _____ Tenant _____ Tenant _____ Tenant _____

☐ **ASBESTOS.** Landlord hereby discloses any information known by Landlord regarding the location of asbestos actually known to exist in the Dwelling Unit.

Tenant may not disturb in any manner any areas noted above.

Tenant _____ Tenant _____ Tenant _____ Tenant _____

☐ **NOISE ZONE OR ACCIDENT POTENTIAL ZONE.** Tenant recognizes and acknowledges that prior to execution of this Lease, Tenant received a written disclosure that the Dwelling Unit is located in a noise zone or accident potential zone, or both, as pursuant to Section 55.1-1217 of the Code of Virginia.

Tenant _____ Tenant _____ Tenant _____ Tenant _____

☐ **DIPLOMATS.** This Lease is void if the Tenant is the head of a diplomatic mission or a member of the diplomatic staff of a mission, or a family member of a diplomatic staff of a mission, or administrative and technical staff or their family which entitled them to the diplomatic immunity accorded to such persons under the Vienna Convention on Diplomatic Relations **unless** the diplomatic immunity accorded by law has been waived in writing by an authorized representative of the sending government. Tenant represents to the Landlord that he/she is such a person.

Tenant _____ Tenant _____ Tenant _____ Tenant _____

☐ **GUARANTOR.** If this box is checked, Tenant and Landlord agree that _____ ("Guarantor") guarantees this lease per the attached Guaranty of Lease Form.

Tenant _____ Tenant _____ Tenant _____ Tenant _____

35. **AGENCY RELATIONSHIP.** Agent ☒ is OR ☐ is not managing agent, with full and complete authority to engage in all aspects of the business of the management of the Dwelling Unit, and to act for Landlord in all respects which relate to this Lease. In consideration of Agent's procuring Tenant as a tenant in the Dwelling Unit and the negotiation of this Lease, Landlord has agreed to pay Agent a leasing fee of \$600, which fee shall be separate from any management fee paid to Agent. This fee is earned when this Lease is executed, and is payable on all Rent during the original term, any renewals, extensions, expansions, replacements, relocations, or new leaseings between Landlord and Tenant or its successors and assigns. No sale of the Dwelling Unit or the Premises shall release Landlord or its successor or assigns from the obligations set forth herein. Agent shall have the right to collect all Rent due hereunder so that its fees and commissions may be paid in installments as the Rent is received and retained by Agent before remitting the Rent (less such fees or commissions) to Landlord; but if any act be done to deprive Agent of its right to collect the Rent, then the entire amount of its fees and commissions earned but then unpaid shall, at Agent's option, become immediately due and payable. In addition to this fee or any other fee payable to Agent hereunder, Landlord has agreed to pay Agent a sales fee equal to n/a if the Dwelling Unit or the Premises is sold during the Term of this Lease or any renewals or extensions thereof or within 180 days after the termination of this Lease to Tenant or to any entity affiliated with, controlled by or under joint ownership or control with Tenant or any of its owners or principals. This provision does not grant Tenant any right to purchase the Dwelling Unit or the Premises, nor does it authorize Agent to offer such property for sale. In the event Agent receives a mortgage default, foreclosure or similar notice from any lender affecting the Dwelling Unit or Premises, Agent shall deliver such notice to Tenant, unless such notice was delivered by Tenant to Agent.

36. **WAIVER OF HOMESTEAD EXEMPTION.** Tenant expressly waives the benefit of the homestead exemption laws of the Commonwealth of Virginia.

37. **ELECTRONIC SIGNATURES.** / If this Section is initialed by both parties, then in accordance with the Uniform Electronic Transactions Act (UETA) and the Electronic Signatures in Global and National Commerce Act, or E-Sign, regarding electronic signatures and transactions, the parties do hereby expressly authorize and agree to the use of electronic signatures as an additional method of signing and/or initialing this Lease Agreement and any addenda or amendments. The parties hereby agree that either party may sign electronically by utilizing an electronic signature service.

38. **WIRE FRAUD ALERT.** Criminals are hacking email accounts of real estate agents, title companies, settlement attorneys, and others, resulting in fraudulent wire instructions being used to divert funds to the account of the criminal. Tenant is advised to not wire any funds without personally speaking with the intended recipient of the wire to confirm the routing number and the account number. Tenant should not send personal information such as Social Security numbers, bank account numbers, and credit card numbers except through secured email or personal delivery to the intended recipient.

IN WITNESS WHEREOF, the parties have executed this Lease:

Tenant:

Date / Signature

Date / Signature

Date / Signature

Date / Signature

Tenant's Broker:

Date / Signature

Landlord (or duly authorized agent):

Date / Signature

Date / Signature

Date / Signature

Date / Signature

Landlord's Broker

11/12/2020

Date / Signature

COPYRIGHT©2020 by Virginia REALTORS®. All rights reserved. Only for use by members in good standing of Virginia REALTORS®.

In Process



VIRGINIA REALTORS®

ADDENDUM TO Lease

This ADDENDUM which is attached to and made a part of the Lease
 (the "Agreement") dated October 30, 2020, between
[REDACTED] ("Landlord") and [REDACTED]
 ("Tenant") for the Property, whose address is:
[REDACTED]

This Addendum provides as follows:

A. As a condition of our lease, and during its duration, we require all residents to carry Liability Insurance of \$100,000 for damages caused to the property resulting from the resident's action or inaction. To satisfy this lease requirement, you have two options:

Option 1: Do nothing and you will be automatically enrolled in our Resident Liability (RL) Insurance Program:

This is an easy, convenient, and low cost way to meet your lease requirement but does not cover your personal belongings. You pay the monthly premium together with rent. Cost: \$12.95/month

Option 2: Purchase Renters Insurance from a licensed agent and provide proof of coverage to Agent

B. Tenant is responsible for replacing all A/C and heating system filters at the property on a quarterly basis. The only filters to be used at the property will be provided by Second Nature at a cost to the Tenant of \$10/mo., and will be mailed directly to the property approximately every 90 days. Tenant shall properly install the filter within two (2) days of receipt. Tenant hereby acknowledges that the filters are dated to verify replacement and are subject to inspection by Landlord upon reasonable notice. If at any time Tenant cannot properly or timely install a filter, Tenant shall immediately notify Landlord in writing. Tenant's failure to properly and timely replace the filters is a material breach of this agreement and Landlord shall be entitled to exercise all rights and remedies it has against Tenant and Tenant shall be liable to Landlord for all damages to the A/C and/or heating system. Tenant may also opt-out of Second Nature by signing an Opt-Out form at anytime during their occupancy.

C. Tenant responsible for mowing the lawn and removing the leaves and weeds from the flower beds. Landlord responsible for bushes, shrubs and trees.

D. Tenant responsible for trash removal.

E. Upon vacating the Dwelling Unit, Tenant shall have the carpet professionally cleaned with a receipt delivered to Broker/Agent. Tenant must wipe down baseboards, doorknobs, and light switches; dust ceiling fixtures; wash the windows; and thoroughly cleaning appliances. Patch nail and tack holes with a small amount of spackle, Erase scuff marks on walls and floors with a melamine foam eraser, aka a Magic Eraser. Rub a walnut over scratches in wood floors, or fill them in with a wood marker that matches the floor color. Replace anything you may have temporarily removed. Go through each room and closet, replacing any light bulbs that no longer illuminate.

F. Smoking inside the Dwelling Unit is strictly prohibited.

G. Tenants may not use screws or nails larger than 121/2 gauge to hang decorations on the wall. Tenants are further responsible for spackling and repainting (in the original paint) all drywall holes created by wall hangings. Failure to do will result in a deduction from Tenant's security deposit.

H. The Damage Addendum is not a part of this lease and Tenant is responsible for any repair or damage at the cost to repair or replace the damaged item plus a 20% administrative fee.

I. Security deposit may be replaced with a policy from Rhino. In this case no security deposit will be held.

J.UTILITIES. Tenant will pay all connection fees, service fees, usage fees, and all other costs and fees for all utilities to the Property (for example, electricity, gas, water, wastewater, garbage, telephone, alarm monitoring systems, cable, and Internet connections) except the following which Landlord will pay: landscaping.

RUBs will be used as necessary to divide utility cost among non-sub-metered units. Any utilities and services other than the Landlord-Provided Utilities (each, a "Resident Utility", and collectively, the "Resident Utilities") which are available to the Unit shall be separate from the Lease Amount and payable by Resident of the Unit as provided herein. Resident shall be responsible to keep their account with utilities active for at least 3 days past their lease end date.

K. If any Tenant under a lease agreement during the term of this contract should express a desire for early termination of the lease agreement, Agent and Owner agree to the following: Tenant shall agree to pay all rents due according to the in-force lease agreement until a new Tenant has moved into the property; thereby maintaining rental fee continuity to Owner. Tenant will agree to allow PMI to list the property and provide access to the property for perspective renters. Agent shall, with consent from Owner, utilize the Tenant's security deposit to make any necessary repairs to prepare the Property for re-rental. Agent will collect the full Procurement Fee from the Tenant from the remaining value of the Tenant's Security Deposit or if the remaining value of the Security Deposit is deficient, collect the remaining Procurement Fee from Tenant. Owner will not be obligated to pay Agent for Procurement Fee in the event of an early lease termination.

Tenant:

_____/_____
DATE SIGNATURE

_____/_____
DATE SIGNATURE

_____/_____
DATE SIGNATURE

_____/_____
DATE SIGNATURE

LANDLORD (or duly authorized agent):

11/12/2020 /_____
DATE SIGNATURE

_____/_____
DATE SIGNATURE

_____/_____
DATE SIGNATURE

_____/_____
DATE SIGNATURE

This contract is for use _____ Use by any other party is illegal and voids the contract.



VIRGINIA ASSOCIATION OF REALTORS® PET ADDENDUM

(This is a legally binding contract; if not understood, seek competent advice before signing.)

This Addendum to the Residential Lease (the "Pet Addendum") is made by and between _____
("Landlord"), and _____
("Tenant"), and _____ ("Landlord's
Agent"), dated 10/30/2020 for property described as _____

Landlord hereby grants permission for Tenant to keep the animal(s) described below in the dwelling unit described above and on the premises (for purposes of this Pet Addendum, collectively, the "Dwelling Unit") and only upon the terms and conditions as set forth herein:

1. Tenant may keep the following animal(s) (which are collectively referred to in this Pet Addendum as a "pet") in the Dwelling Unit:

Pet 1:

Breed of Animal _____ Type _____ Color _____

Weight _____ Name of Animal _____

Tenant further understands that the weight is not to exceed _____ pounds fully grown.

Pet 2:

Breed of Animal _____ Type _____ Color _____

Weight _____ Name of Animal _____

Tenant further understands that the weight is not to exceed _____ pounds fully grown.

2. Tenant shall pay the amounts set forth in the Lease as "Pet Rent," and the "Non-refundable Pet Fee," and the "Pet Deposit," which shall be due and payable in accordance with the terms of the Lease.
3. If, in the sole determination of the Landlord, the pet has not caused damage to the Dwelling Unit, the Pet Deposit, less \$ N/A, or the fee charged for extermination at the time Tenant vacates the Dwelling Unit, shall be returned to Tenant at the time the Security Deposit (which includes Pet Deposit) under the Lease is returned. If damages have been caused by the pet, Tenant agrees to reimburse Landlord for any and all such damages to the exterior or interior of the Dwelling Unit and to accept all liability and responsibility for the acts of the pet. The Pet Deposit will be disbursed upon termination of the lease term as described herein, even if a pet dies or is permanently removed from the Dwelling Unit at an earlier date. Except as otherwise specifically stated in this section, the Pet Deposit will be disbursed in accordance with the terms of the Lease.
4. Tenant hereby designates _____, who is _____, as a person responsible to care for the pet if Tenant cannot be contacted by Landlord, or Tenant fails to, or becomes unable to, properly care for the pet, and can be reached at the following phone numbers:

E-Mail: _____ Cell: _____ Work: _____

If the person designated herein fails to act in a timely fashion or fails to properly comply with respect to the pet after notice by Landlord, Landlord reserves the right to act in accordance with the provisions of this Addendum or as otherwise provided in the Lease.

5. Tenant further agrees to assume all liability and responsibility for any and all damages caused by said pet, including, but not limited to, cost of having all carpeting cleaned by a professional carpet cleaner and/or the cost of having carpeting repaired or replaced, to pay the cost of having the Dwelling Unit de-fleaed and de-ticked by a professional exterminator at the termination of the Lease and vacation of the Dwelling Unit, and to provide paid receipts of such service.
6. Permission to keep the pet in the Dwelling Unit may be revoked at any time if Tenant fails to comply with any provisions of the Pet Addendum, or Rules and Regulations, or in any way the pet becomes a nuisance, in the sole determination of Landlord.
7. If a violation of the Rules and Regulations or the Pet Addendum occurs, Landlord will proceed to take action as appropriate against Tenant in accordance with the terms of the Lease.

8. In addition to Landlord's right to make other inspections as provided in the Lease, if Landlord receives a written complaint alleging a pet violation, or otherwise has reasonable cause to believe a pet violation has occurred, Landlord may enter the Dwelling Unit after the giving of reasonable notice to Tenant. Any such inspection, unless in case of emergency, will be conducted during normal business hours.

In case of emergency, or if the pet becomes vicious, displays symptoms of severe illness, or demonstrates other behavior which constitutes an immediate threat to the health and safety as a whole, Landlord may enter the Dwelling Unit immediately, remove, or cause removal of, the pet and further take action with respect to the pet as is permissible under Virginia or local law. If Landlord places the pet in a facility or shelter, Tenant will be responsible for payment of all applicable costs and expenses. Landlord is authorized to take this action under this section only when Landlord requests the Tenant to take corrective action and the Tenant fails to do so in a timely fashion, when Landlord is unable to contact the Tenant after reasonable efforts to do so, or in cases of emergency in Landlord's sole determination. Landlord and Agent shall not be liable under any circumstances for any actions taken pursuant to this section. Tenant further hereby releases Landlord and Agent from any and all liability and agrees to indemnify Landlord and Agent from any claims, damages or losses whatsoever resulting from the Tenant maintaining the pet in the Dwelling Unit.

9. Pets shall be categorized as follows:

- a. Ordinary house pets shall include dogs, cats, caged domesticated birds, hamsters, gerbils, and guinea pigs, aquarium fish, small turtles and tortoises, so long as such animals are normally maintained in a terrarium or aquarium. Only ordinary house pets shall be permitted in the Dwelling Unit, subject to these guidelines.
- b. Unusual house pets are prohibited, and shall include without limitation, those animals not generally maintained in dwelling units such as large reptiles, snakes, anophelids, felines other than domestic cats, canines other than dogs, rodents, mammals, birds, and other creatures other than those listed in subsection (a) above.

10. The number of ordinary house pets must be approved in advance and in writing by the Landlord. No other animal besides the pet expressly authorized by this Pet Addendum shall be allowed in the Dwelling Unit. If Tenant wishes to add another animal to the Dwelling Unit during the term of the Lease, Tenant must obtain prior approval for such pet in accordance with this Pet Addendum.
11. If the Dwelling Unit is part of an apartment community, pets may eliminate waste only in the areas defined as "Pet Areas." Pet owners are responsible for the immediate removal and proper disposal of pet waste on all portions of the property, including Pet Areas. Generally, Pet Areas are defined as follows:
- a. Areas away from buildings, walkways, patio areas, picnic and play areas, and the amenities area;
 - b. Any "dog run" that may be available at the apartment community; and
 - c. Such other areas defined by the Landlord.
12. If the Dwelling Unit is part of an apartment community, pets shall not be permitted upon the common areas of the property unless they are carried or leashed, or unless in a dog run. No leash may exceed six feet in length. No pet may be leashed to any stationary object on the common elements. Pets shall not be permitted in the pool or on the grounds contiguous to the pool.
13. If the Dwelling Unit is part of an apartment community and if pet runs are available, the dog is permitted to be without a leash within the specified area designated as a dog run. However, no Prohibited Dogs are allowed in the dog run at any time. Tenant shall remain with the dog in the dog run, and supervise the dog's conduct. Tenant is responsible for the conduct of the dog at all times while in the dog run.
14. If the Dwelling Unit is not part of an apartment community, Tenant is responsible for the immediate removal and proper disposal of pet waste on all portions of the property.
15. Tenant shall ensure that the pet shall not bite, injure or harm any individual or other animal, and shall not disturb others or cause damage to the Dwelling Unit or the premises. If, in Landlord or Agent's opinion, the pet has injured or disturbed others, or has damaged property, Tenant must permanently remove the pet within 15 days (or sooner in the case of an emergency) of receiving written notice, and failure to do so shall constitute a violation of the Lease, and may subject Tenant to eviction. Tenant is responsible for any property damage, injury, or disturbances the pet may cause or inflict.
16. Commercial breeding of animals is prohibited.
17. All pets must have and display, as appropriate, evidence of all required registrations and inoculations.

18. Pets shall not be left unattended outside the Dwelling Unit.
19. Tenant shall not inflict or cause cruelty in connection with any pet.
20. Landlord reserves the right to require Tenant to maintain liability insurance for the pet identified in this Pet Addendum.
21. OTHER PROVISIONS:
- A. Tenant hereby agrees to pay an additional \$25 a month per pet towards their rent
 - B. Tenant hereby agrees to pay an additional half months rent towards their refundable security deposit
 - C. Tenant acknowledges that their renters insurance covers the type of pet in the dwelling

In Process

The Lease, including any other applicable addenda, as written, is all inclusive and binding to Landlord and Tenant, with the exception of the amendments and/or revisions contained herein.

IN WITNESS WHEREOF, the parties have executed the Pet Addendum on the dates reflected below:

Tenant:

Landlord (or duly authorized agent):

Date Signature

11/12/2020 /

Date Signature

Date Signature

Date Signature

Date Signature

Date Signature

Date Signature

Date Signature

COPYRIGHT© 2016 by the Virginia Association of REALTORS®. All rights reserved. This form may be used only by members in good standing with the Virginia Association of REALTORS®. The reproduction of this form, in whole or in part, or the use of the name "Virginia Association of REALTORS®, in connection with any other form, is prohibited without prior consent from the Virginia Association of REALTORS®.



Virginia Statement of Tenant Rights and Responsibilities as of July 1, 2020

This is a summary of tenants' rights and responsibilities under the Virginia Residential Landlord and Tenant Act. This summary does not modify your lease or Virginia law. A lease cannot give up a tenant's rights under the law. The information below is not intended as legal advice. Tenants with questions are encouraged to contact their local legal aid program at (866) 534-5234 or valegalaid.org/find-legal-help.

Tenant Rights

Applications:

Tenants may be charged a nonrefundable application fee of no more than \$50 (not including third party costs for a background check) and a refundable application deposit. If the tenant does not rent the unit, the application deposit must be returned, minus any actual costs or damages. (§55.1-1203)

Written lease:

Under the VRLTA, a landlord is required to provide a tenant a written lease. If a landlord fails to do so, the VRLTA still protects a tenant by establishing a statutory lease between landlord and tenant for 12 months not subject to automatic renewal. (§55.1-1204)

Disclosure:

A landlord must reveal certain information to the tenant, including any visible evidence of mold (§55.1-1215), the name and address of the owner or property manager (§55.1-1216) and notice of sale or foreclosure of the property. (§§55.1-1216, 1237).

Security Deposit:

A landlord may require a security deposit of up to two month's rent. Within five days of move in the tenant has a right to object to anything in the move-in report. The tenant also has a right to be present at a move-out inspection, which must be made within 72 hours of delivery of possession. (§§55.1-1214, 1226)

Receipts:

Upon request, a tenant is entitled to a written receipt of rent paid by cash or money order. Upon request, a tenant is entitled to a written statement of all charges and payments over the past 12 months. (§55.1-1204(D), (I))

Privacy:

A landlord may not release information about a tenant without consent, except under certain conditions, which are generally when tenant information is already public. (§55.1-1209)

Fit and Habitable Premises:

A tenant has the right to a fit and habitable rental unit in accordance with the Uniform Statewide Building Code. The landlord must make all repairs needed to keep premises fit and habitable. (§55.1-1220) To enforce the right to get repairs, a tenant must be current in rent, give the landlord written notice and wait a reasonable period. If repairs are not made, a tenant can file a Tenant's Assertion in General District Court. This must be filed no later than five days after rent is due. There is no rent withholding in Virginia, except under repair and deduct. (§55.1-1244)

Repair and Deduct:

If an issue on the property affects life, health, safety, or seriously affects habitability, and a landlord has not begun to address it within 14 days after written notice from the tenant, the tenant may contract to have the repair done by a licensed contractor at a cost of not more than \$1,500, or one month's rent, whichever is more. The tenant may deduct the actual cost of the repair from the rent. The tenant must send the landlord an itemized invoice and a receipt for payment to the contractor for the work, along with any payment of remaining rent owed. (§55.1-1244.1)

Eviction:

A landlord may not evict a tenant without following the court eviction process. The landlord first sends a written notice and next the landlord files an unlawful detainer lawsuit. The landlord must get a court order of possession, followed by a Writ of Eviction that is served by the Sheriff. (§§55.1-1245, 1252). A tenant not getting paid due to a federal shutdown of 14 or more days can get an eviction lawsuit for nonpayment of rent postponed for 60 days. (§44-209)

Redemption (Pay & Stay):

After an unlawful detainer lawsuit for nonpayment of rent is filed, a tenant has the right to pay to a zero balance on or before the court date and have the lawsuit dismissed. After a court issues a judgment of possession, a tenant has the right to pay to a zero balance up to two business days before the Sheriff's eviction and have the eviction cancelled. A tenant may use one of these rights only once in a 12-month period. (§55.1-1250)

Tenant Responsibilities**Rent:**

Unless the lease says otherwise, rent is due in equal payments each month on or before the first of each month. (§55.1-1204)

Late Fees:

If rent is not paid on time, the tenant must pay a late fee if the lease requires one. A late fee can be no more than 10% of the monthly rent, or 10% of the unpaid balance, whichever is less. (§55.1-1204(E))

Insurance:

A tenant may be required to have and pay for renter's insurance. A tenant also may be required to have and pay for damage insurance and/or a security deposit, but the total of both the damage insurance premiums and the security deposit may not exceed two months' rent. (§§55.1-1206, 1208)

Access:

A tenant must allow a landlord access to the unit at reasonable times and for practical purposes, such as maintenance, inspection, or to provide services. A tenant must allow access unless the landlord's request is unreasonable. Unless impractical due to an emergency, the landlord must give 24-hours' notice of maintenance. If the tenant requests maintenance, notice is not required. (§55.1-1229)

Maintain Fit and Habitable Premises:

The tenant must keep the rental unit as clean and safe as conditions allow and in accordance with the Uniform Statewide Building Code. The tenant must promptly notify the landlord of visible mold and use reasonable efforts to prevent moisture and mold. The tenant must promptly notify the landlord of insects or pests and must not be at fault in failing to prevent insects or pests. (§55.1-1227)

Fair Housing:

The tenant may have a right to file a fair housing complaint if the landlord or property manager violates the Virginia Fair Housing Act. (§36-96.1 et seq)

COVID-19 Relief:

A tenant not getting paid due to the state of emergency declared by the Governor for the COVID-19 virus can get an eviction lawsuit for nonpayment of rent postponed for 60 days by showing up on their court date and providing written proof within 90 days after the Governor ends the declaration of emergency. (§44-209)



Acknowledgement of Receipt of Statement of Tenant Rights and Responsibilities

In accordance with [Section §55.1-1204](#) of the Code of Virginia, the undersigned parties hereby acknowledge that with respect to the dwelling unit known as:

_____ ,

the Landlord has provided to the Tenant and the Tenant has received the Statement of Tenant Rights and Responsibilities developed by the Virginia Department of Housing and Community Development and posted on its website (dhcd.virginia.gov/landlord-tenant-resources) pursuant to [Section §36-139](#) Code of Virginia.

Landlord Signature

Date

11/12/2020

Landlord Agent (if applicable)

Printed Name

Date

Tenant Signature

Printed Name

Date

Tenant Signature

Printed Name

Date

Tenant Signature

Printed Name

Date

Tenant Signature

Printed Name

Date



VIRGINIA REALTORS® GUARANTY OF LEASE AGREEMENT

(This is a legally binding contract. If not understood, seek competent advice before signing.)

This Guaranty of Lease Agreement ("Guaranty") is made as of 10/30/2020, by _____
 _____ whose address is _____
 ("Guarantor"), on behalf of _____
 ("Tenant") in favor of _____ ("Landlord"),
 whose address is _____.

1. The "Lease" shall mean the Lease Agreement dated 10/30/2020, by and between Landlord and Tenant(s) for the property located at _____ and all extensions, renewals, amendments, supplements or modifications thereto.
2. Guarantor is hereby made party to the Lease for the express purpose of co-signing and guaranteeing the obligations of Tenant under the Lease. Guarantor is entering into the Guaranty on behalf of Tenant, with whom Landlord would not enter the Lease, if Guarantor did not execute the Guaranty.
3. In consideration of the execution of the Lease by Landlord and as a material inducement to Landlord to execute the Lease, Guarantor, by the execution of the Guaranty, does hereby jointly severally, unconditionally and irrevocably guarantee the prompt and timely payment by Tenant of all rental payments and all other sums due and payable by Tenant to Landlord, under the Lease, and the full and faithful performance by Tenant of each and every one of the terms and conditions of the Lease.
4. It is expressly agreed and understood that the terms of the Lease may be altered, affected, modified or changed by agreement(s) by and between Landlord and Tenant, or by course of conduct, and the Lease may be subleased in accordance therewith, without the consent or notice to Guarantor; and that this Guaranty shall thereupon and thereafter guarantee the performance of the Lease as so modified, changed, altered, or subleased.
5. The Guaranty shall not be released, modified or affected by failure or delay on the part of Landlord and/or the Managing Agent to enforce any of the rights or remedies of Landlord under the Lease, whether pursuant to the terms and conditions thereof, or at law or in equity.
6. No notice, written or otherwise, need be given to Guarantor, it being specifically agreed and understood that the guarantee of Guarantor is a continuing guarantee under which Landlord may proceed forthwith and immediately against Tenant or against Guarantor, without proceeding against Tenant first, following any breach, material non-compliance under law, or default by Tenant; or for the enforcement of any rights or remedies which Landlord may have against Tenant, pursuant to, or under the terms and conditions of the Lease, the Virginia Residential Landlord and Tenant Act, or otherwise at law or in equity.
7. Service of process on any civil action brought by Landlord against Guarantor, either by way of warrant in debt, unlawful detainer, or otherwise shall be made at the following address: _____ and if service of process cannot be so obtained, Landlord shall have same issued to be served at the dwelling unit address of Tenant.
8. Guarantor has provided certain information to Landlord and/or Managing Agent by filling out a Rental Application. Guarantor agrees and understands that the Lease and the Guaranty has been entered into on the part of Landlord and/or the Managing Agent based upon representations contained in Guarantor's Rental Application. If any of the representations are found to be misleading, incorrect or untrue, Landlord and/or Managing Agent may immediately terminate the Lease, in its entirety, and notify Tenant to vacate the premises.
9. The term "Lease" includes the Lease Agreement and all addenda attached thereto, including but not limited to the Rules and Regulations, including all extensions, renewals, amendments, supplements or modifications thereto. Guarantor, by the execution of the Guaranty, does hereby acknowledge receipt of a complete copy of the Lease Agreement, of which this Guaranty is a part.
10. In the event any action or proceeding is brought to enforce this Guaranty and if Landlord is held entitled to recovery against Guarantor, Guarantor agrees to pay all costs and expenses of Landlord in connection with such action or

proceeding, including reasonable attorneys' fees. This Guaranty shall be binding upon Guarantor and its heirs, personal representatives, successors and assigns and shall inure to the benefit of Landlord and its successors and assigns. This Guaranty shall be interpreted under and enforced according to the laws of the Commonwealth of Virginia.

11. Unless otherwise defined herein, all capitalized terms shall have the same meaning as set forth in the Lease Agreement.
12. **ELECTRONIC SIGNATURES.** [REDACTED] / [REDACTED] If this Section is initialed by the Guarantor, then in accordance with the Uniform Electronic Transactions Act (UETA) and the Electronic Signatures in Global and National Commerce Act, or E-Sign, regarding electronic signatures and transactions, the Guarantor does hereby expressly authorize and agree to the use of electronic signatures as an additional method of signing and/or initialing this Guaranty and any addenda or amendments. .
13. **WIRE FRAUD ALERT.** Criminals are hacking email accounts of real estate agents, title companies, settlement attorneys, and others, resulting in fraudulent wire instructions being used to divert funds to the account of the criminal. Guarantor is advised to not wire any funds without personally speaking with the intended recipient of the wire to confirm the routing number and the account number. Guarantor should not send personal information such as Social Security numbers, bank account numbers, and credit card numbers except through secured email or personal delivery to the intended recipient.

Guarantor:

Date Signature

Date Signature

Date Signature

Date Signature

COPYRIGHT©2020 by Virginia REALTORS®. All rights reserved. This form may be used only by members in good standing of Virginia REALTORS®. The reproduction of this form, in whole or in part, or in the use of the name "Virginia REALTORS®", in connection with any other form, is prohibited without prior written consent of Virginia REALTORS®.



VIRGINIA REALTORS
DISCLOSURE OF INFORMATION AND ACKNOWLEDGMENT
LEAD-BASED PAINT AND/OR LEAD-BASED PAINT HAZARDS
(Lease)



This disclosure applies to the property(ies) in the City or County of charlottesville
 and is described as follows ("Dwelling Unit"):

Lead Warning Statement:

Housing built before 1978 may contain lead-based paint. Lead from paint, paint chips, and dust can pose health hazards if not managed properly. Lead exposure is especially harmful to young children and pregnant women. Before renting pre-1978 housing, landlords must disclose the presence of known lead-based paint and/or lead-based paint hazards in the dwelling. Tenants must also receive a federally approved pamphlet on lead poisoning prevention, available

at https://www.epa.gov/sites/production/files/2014-02/documents/lead_in_your_home_brochure_land_b_w_508_easy_print_0.pdf

Landlord's Disclosure (initial)

_____ (a) Presence of lead-based paint and/or lead-based paint hazards (check one below):

☐ Known lead-based paint and/or lead-based paint hazards are present in the housing (explain).

☐ Landlord has no knowledge of lead-based paint and/or lead-based paint hazards in the housing.

_____ (b) Records and reports available to the landlord (check one below):

☐ Landlord has provided tenant(s) with all available records and reports pertaining to lead-based paint and/or lead-based paint hazards in the housing (list document below).

☐ Landlord has no reports or records pertaining to lead-based paint and/or lead-based paint hazards in the housing.

Tenant(s)' Acknowledgment (initial)

_____ (a) Tenant(s) have received copies of all information listed above.

_____ (b) Tenant(s) have received the pamphlet "Protect Your Family from Lead in Your Home."

_____ (c) Tenant(s) will obtain prior written approval from the landlord prior to painting or disturbing any painted surfaces or making any other alterations. Further, tenant(s) shall notify landlord and agent in the event there is any chipped or peeling paint in the Dwelling Unit.

_____ (d) Tenant(s) acknowledge that compliance by landlord and agent with Section 8.01-226.7 of the Code of Virginia provides immunity from lawsuit for lead poisoning arising from the condition of the premises.

Agent's Acknowledgment (initial)

_____ (a) Agent has informed landlord of the landlord's obligations under 42 U.S.C. §4582d and is aware of agent's responsibility to ensure compliance, and has also informed landlord of landlord's rights and obligations under Section 8.01-226.7 of the Code of Virginia

_____ (b) Agent has complied with the provisions of Section 8.01-226.7 of the Code of Virginia.

If landlord and/or agent obtain new information or acquire actual knowledge concerning the presence of lead-based paint or lead-based paint hazards during the term of tenancy, landlord and agent shall notify tenant(s) of such new information and if the dwelling unit is part of a multifamily community, will notify all residents of the new information.

_____	_____	_____	11/12/2020
Landlord	Date	Agent	Date
_____	_____	_____	_____
Tenant	Date	Tenant	Date
_____	_____	_____	_____
Tenant	Date	Tenant	Date

Copyright © 2020 by Virginia REALTORS®



Protect Your Family From Lead in Your Home



United States
Environmental
Protection Agency



United States
Consumer Product
Safety Commission



United States
Department of Housing
and Urban Development

Are You Planning to Buy or Rent a Home Built Before 1978?

Did you know that many homes built before 1978 have **lead-based paint**? Lead from paint, chips, and dust can pose serious health hazards.

Read this entire brochure to learn:

- How lead gets into the body
- How lead affects health
- What you can do to protect your family
- Where to go for more information

Before renting or buying a pre-1978 home or apartment, federal law requires:

- Sellers must disclose known information on lead-based paint or lead-based paint hazards before selling a house.
- Real estate sales contracts must include a specific warning statement about lead-based paint. Buyers have up to 10 days to check for lead.
- Landlords must disclose known information on lead-based paint or lead-based paint hazards before leases take effect. Leases must include a specific warning statement about lead-based paint.

If undertaking renovations, repairs, or painting (RRP) projects in your pre-1978 home or apartment:

- Read EPA's pamphlet, *The Lead-Safe Certified Guide to Renovate Right*, to learn about the lead-safe work practices that contractors are required to follow when working in your home (see page 12).



Simple Steps to Protect Your Family from Lead Hazards

If you think your home has lead-based paint:

- Don't try to remove lead-based paint yourself.
- Always keep painted surfaces in good condition to minimize deterioration.
- Get your home checked for lead hazards. Find a certified inspector or risk assessor at [epa.gov/lead](https://www.epa.gov/lead).
- Talk to your landlord about fixing surfaces with peeling or chipping paint.
- Regularly clean floors, window sills, and other surfaces.
- Take precautions to avoid exposure to lead dust when remodeling.
- When renovating, repairing, or painting, hire only EPA- or state-approved Lead-Safe certified renovation firms.
- Before buying, renting, or renovating your home, have it checked for lead-based paint.
- Consult your health care provider about testing your children for lead. Your pediatrician can check for lead with a simple blood test.
- Wash children's hands, bottles, pacifiers, and toys often.
- Make sure children eat healthy, low-fat foods high in iron, calcium, and vitamin C.
- Remove shoes or wipe soil off shoes before entering your house.

Lead Gets into the Body in Many Ways

Adults and children can get lead into their bodies if they:

- Breathe in lead dust (especially during activities such as renovations, repairs, or painting that disturb painted surfaces).
- Swallow lead dust that has settled on food, food preparation surfaces, and other places.
- Eat paint chips or soil that contains lead.

Lead is especially dangerous to children under the age of 6.

- At this age, children's brains and nervous systems are more sensitive to the damaging effects of lead.
- Children's growing bodies absorb more lead.
- Babies and young children often put their hands and other objects in their mouths. These objects can have lead dust on them.



Women of childbearing age should know that lead is dangerous to a developing fetus.

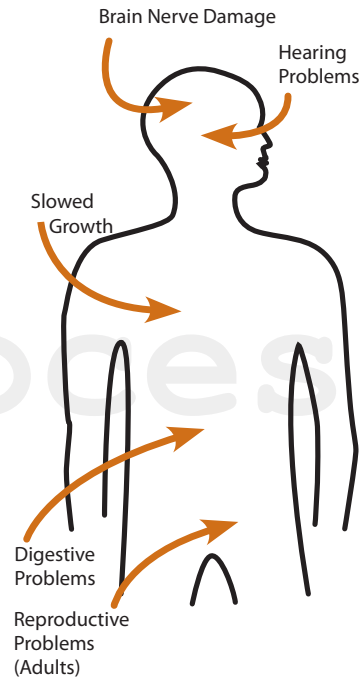
- Women with a high lead level in their system before or during pregnancy risk exposing the fetus to lead through the placenta during fetal development.

Health Effects of Lead

Lead affects the body in many ways. It is important to know that even exposure to low levels of lead can severely harm children.

In children, exposure to lead can cause:

- Nervous system and kidney damage
- Learning disabilities, attention-deficit disorder, and decreased intelligence
- Speech, language, and behavior problems
- Poor muscle coordination
- Decreased muscle and bone growth
- Hearing damage



While low-lead exposure is most common, exposure to high amounts of lead can have devastating effects on children, including seizures, unconsciousness, and in some cases, death.

Although children are especially susceptible to lead exposure, lead can be dangerous for adults, too.

In adults, exposure to lead can cause:

- Harm to a developing fetus
- Increased chance of high blood pressure during pregnancy
- Fertility problems (in men and women)
- High blood pressure
- Digestive problems
- Nerve disorders
- Memory and concentration problems
- Muscle and joint pain

Check Your Family for Lead

Get your children and home tested if you think your home has lead.

Children's blood lead levels tend to increase rapidly from 6 to 12 months of age, and tend to peak at 18 to 24 months of age.

Consult your doctor for advice on testing your children. A simple blood test can detect lead. Blood lead tests are usually recommended for:

- Children at ages 1 and 2
- Children or other family members who have been exposed to high levels of lead
- Children who should be tested under your state or local health screening plan

Your doctor can explain what the test results mean and if more testing will be needed.

Where Lead-Based Paint Is Found

In general, the older your home or childcare facility, the more likely it has lead-based paint.¹

Many homes, including private, federally-assisted, federally-owned housing, and childcare facilities built before 1978 have lead-based paint. In 1978, the federal government banned consumer uses of lead-containing paint.²

Learn how to determine if paint is lead-based paint on page 7.

Lead can be found:

- In homes and childcare facilities in the city, country or suburbs,
- In private and public single-family homes and apartments,
- On surfaces inside and outside of the house, and
- In soil around a home. (Soil can pick up lead from exterior paint or other sources, such as past use of leaded gas in cars.)

Learn more about where lead is found at [epa.gov/lead](https://www.epa.gov/lead).

¹ "Lead-based paint" is currently defined by the federal government as paint with lead levels greater than or equal to 1.0 milligram per square centimeter (mg/cm²), or more than 0.5% by weight.

² "Lead-containing paint" is currently defined by the federal government as lead in new dried paint in excess of 90 parts per million (ppm) by weight.

Identifying Lead-Based Paint and Lead-Based Paint Hazards

Deteriorated lead-based paint (peeling, chipping, chalking, cracking, or damaged paint) is a hazard and needs immediate attention. **Lead-based paint** may also be a hazard when found on surfaces that children can chew or that get a lot of wear and tear, such as:

- On windows and window sills
- Doors and door frames
- Stairs, railings, banisters, and porches

Lead-based paint is usually not a hazard if it is in good condition and if it is not on an impact or friction surface like a window.

Lead dust can form when lead-based paint is scraped, sanded, or heated. Lead dust also forms when painted surfaces containing lead bump or rub together. Lead paint chips and dust can get on surfaces and objects that people touch. Settled lead dust can reenter the air when the home is vacuumed or swept, or when people walk through it. EPA currently defines the following levels of lead in dust as hazardous:

- 10 micrograms per square foot ($\mu\text{g}/\text{ft}^2$) and higher for floors, including carpeted floors
- 100 $\mu\text{g}/\text{ft}^2$ and higher for interior window sills

Lead in soil can be a hazard when children play in bare soil or when people bring soil into the house on their shoes. EPA currently defines the following levels of lead in soil as hazardous:

- 400 parts per million (ppm) and higher in play areas of bare soil
- 1,200 ppm (average) and higher in bare soil in the remainder of the yard

Remember, lead from paint chips—which you can see—and lead dust—which you may not be able to see—both can be hazards.

The only way to find out if paint, dust, or soil lead hazards exist is to test for them. The next page describes how to do this.

Checking Your Home for Lead

You can get your home tested for lead in several different ways:

- A lead-based paint **inspection** tells you if your home has lead-based paint and where it is located. It won't tell you whether your home currently has lead hazards. A trained and certified testing professional, called a lead-based paint inspector, will conduct a paint inspection using methods, such as:
 - Portable x-ray fluorescence (XRF) machine
 - Lab tests of paint samples
- A **risk assessment** tells you if your home currently has any lead hazards from lead in paint, dust, or soil. It also tells you what actions to take to address any hazards. A trained and certified testing professional, called a risk assessor, will:
 - Sample paint that is deteriorated on doors, windows, floors, stairs, and walls
 - Sample dust near painted surfaces and sample bare soil in the yard
 - Get lab tests of paint, dust, and soil samples
- A combination inspection and risk assessment tells you if your home has any lead-based paint and if your home has any lead hazards, and where both are located.



Be sure to read the report provided to you after your inspection or risk assessment is completed, and ask questions about anything you do not understand.

Checking Your Home for Lead, continued

In preparing for renovation, repair, or painting work in a pre-1978 home, Lead-Safe Certified renovators (see page 12) may:

- Take paint chip samples to determine if lead-based paint is present in the area planned for renovation and send them to an EPA-recognized lead lab for analysis. In housing receiving federal assistance, the person collecting these samples must be a certified lead-based paint inspector or risk assessor
- Use EPA-recognized tests kits to determine if lead-based paint is absent (but not in housing receiving federal assistance)
- Presume that lead-based paint is present and use lead-safe work practices

There are state and federal programs in place to ensure that testing is done safely, reliably, and effectively. Contact your state or local agency for more information, visit epa.gov/lead, or call **1-800-424-LEAD (5323)** for a list of contacts in your area.³

³ Hearing- or speech-challenged individuals may access this number through TTY by calling the Federal Relay Service at 1-800-877-8339.

What You Can Do Now to Protect Your Family

If you suspect that your house has lead-based paint hazards, you can take some immediate steps to reduce your family's risk:

- If you rent, notify your landlord of peeling or chipping paint.
- Keep painted surfaces clean and free of dust. Clean floors, window frames, window sills, and other surfaces weekly. Use a mop or sponge with warm water and a general all-purpose cleaner. (Remember: never mix ammonia and bleach products together because they can form a dangerous gas.)
- Carefully clean up paint chips immediately without creating dust.
- Thoroughly rinse sponges and mop heads often during cleaning of dirty or dusty areas, and again afterward.
- Wash your hands and your children's hands often, especially before they eat and before nap time and bed time.
- Keep play areas clean. Wash bottles, pacifiers, toys, and stuffed animals regularly.
- Keep children from chewing window sills or other painted surfaces, or eating soil.
- When renovating, repairing, or painting, hire only EPA- or state-approved Lead-Safe Certified renovation firms (see page 12).
- Clean or remove shoes before entering your home to avoid tracking in lead from soil.
- Make sure children eat nutritious, low-fat meals high in iron, and calcium, such as spinach and dairy products. Children with good diets absorb less lead.

Reducing Lead Hazards

Disturbing lead-based paint or removing lead improperly can increase the hazard to your family by spreading even more lead dust around the house.

- In addition to day-to-day cleaning and good nutrition, you can **temporarily** reduce lead-based paint hazards by taking actions, such as repairing damaged painted surfaces and planting grass to cover lead-contaminated soil. These actions are not permanent solutions and will need ongoing attention.
- You can minimize exposure to lead when renovating, repairing, or painting by hiring an EPA- or state-certified renovator who is trained in the use of lead-safe work practices. If you are a do-it-yourselfer, learn how to use lead-safe work practices in your home.
- To remove lead hazards permanently, you should hire a certified lead abatement contractor. Abatement (or permanent hazard elimination) methods include removing, sealing, or enclosing lead-based paint with special materials. Just painting over the hazard with regular paint is not permanent control.



Always use a certified contractor who is trained to address lead hazards safely.

- Hire a Lead-Safe Certified firm (see page 12) to perform renovation, repair, or painting (RRP) projects that disturb painted surfaces.
- To correct lead hazards permanently, hire a certified lead abatement contractor. This will ensure your contractor knows how to work safely and has the proper equipment to clean up thoroughly.

Certified contractors will employ qualified workers and follow strict safety rules as set by their state or by the federal government.

Reducing Lead Hazards, continued

If your home has had lead abatement work done or if the housing is receiving federal assistance, once the work is completed, dust cleanup activities must be conducted until clearance testing indicates that lead dust levels are below the following levels:

- 40 micrograms per square foot ($\mu\text{g}/\text{ft}^2$) for floors, including carpeted floors
- 250 $\mu\text{g}/\text{ft}^2$ for interior windows sills
- 400 $\mu\text{g}/\text{ft}^2$ for window troughs

For help in locating certified lead abatement professionals in your area, call your state or local agency (see pages 14 and 15), or visit [epa.gov/lead](https://www.epa.gov/lead), or call 1-800-424-LEAD.

Renovating, Repairing or Painting a Home with Lead-Based Paint

If you hire a contractor to conduct renovation, repair, or painting (RRP) projects in your pre-1978 home or childcare facility (such as pre-school and kindergarten), your contractor must:

- Be a Lead-Safe Certified firm approved by EPA or an EPA-authorized state program
- Use qualified trained individuals (Lead-Safe Certified renovators) who follow specific lead-safe work practices to prevent lead contamination
- Provide a copy of EPA's lead hazard information document, *The Lead-Safe Certified Guide to Renovate Right*



RRP contractors working in pre-1978 homes and childcare facilities must follow lead-safe work practices that:

- **Contain the work area.** The area must be contained so that dust and debris do not escape from the work area. Warning signs must be put up, and plastic or other impermeable material and tape must be used.
- **Avoid renovation methods that generate large amounts of lead-contaminated dust.** Some methods generate so much lead-contaminated dust that their use is prohibited. They are:
 - Open-flame burning or torching
 - Sanding, grinding, planing, needle gunning, or blasting with power tools and equipment not equipped with a shroud and HEPA vacuum attachment
 - Using a heat gun at temperatures greater than 1100°F
- **Clean up thoroughly.** The work area should be cleaned up daily. When all the work is done, the area must be cleaned up using special cleaning methods.
- **Dispose of waste properly.** Collect and seal waste in a heavy duty bag or sheeting. When transported, ensure that waste is contained to prevent release of dust and debris.

To learn more about EPA's requirements for RRP projects, visit epa.gov/getleadsafe, or read *The Lead-Safe Certified Guide to Renovate Right*.

Other Sources of Lead

Lead in Drinking Water

The most common sources of lead in drinking water are lead pipes, faucets, and fixtures.

Lead pipes are more likely to be found in older cities and homes built before 1986.

You can't smell or taste lead in drinking water.

To find out for certain if you have lead in drinking water, have your water tested.

Remember older homes with private well can also have plumbing materials that contain lead.

Important Steps You Can Take to Reduce Lead in Drinking Water

- Use only cold water for drinking, cooking and making baby formula. Remember, boiling water does not remove lead from water.
- Before drinking, flush your home's pipes by running the tap, taking a shower, doing laundry, or doing a load of dishes.
- Regularly clean your faucet's screen (also known as an aerator).
- If you use a filter certified to remove lead, don't forget to read the directions to learn when to change the cartridge. Using a filter after it has expired can make it less effective at removing lead.

Contact your water company to determine if the pipe that connects your home to the water main (called a service line) is made from lead. Your area's water company can also provide information about the lead levels in your system's drinking water.

For more information about lead in drinking water, please contact EPA's Safe Drinking Water Hotline at 1-800-426-4791. If you have other questions about lead poisoning prevention, call 1-800 424-LEAD.*

Call your local health department or water company to find out about testing your water, or visit [epa.gov/safewater](https://www.epa.gov/safewater) for EPA's lead in drinking water information. Some states or utilities offer programs to pay for water testing for residents. Contact your state or local water company to learn more.

* Hearing- or speech-challenged individuals may access this number through TTY by calling the Federal Relay Service at 1-800-877-8339.

Other Sources of Lead, continued

- **Lead smelters** or other industries that release lead into the air.
- **Your job.** If you work with lead, you could bring it home on your body or clothes. Shower and change clothes before coming home. Launder your work clothes separately from the rest of your family's clothes.
- **Hobbies** that use lead, such as making pottery or stained glass, or refinishing furniture. Call your local health department for information about hobbies that may use lead.
- Old **toys** and **furniture** may have been painted with lead-containing paint. Older toys and other children's products may have parts that contain lead.⁴
- Food and liquids cooked or stored in **lead crystal** or **lead glazed pottery or porcelain** may contain lead.
- Folk remedies, such as "**greta**" and "**azarcon**," used to treat an upset stomach.

⁴ In 1978, the federal government banned toys, other children's products, and furniture with lead-containing paint. In 2008, the federal government banned lead in most children's products. The federal government currently bans lead in excess of 100 ppm by weight in most children's products.

For More Information

The National Lead Information Center

Learn how to protect children from lead poisoning and get other information about lead hazards on the Web at epa.gov/lead and hud.gov/lead, or call **1-800-424-LEAD (5323)**.

EPA's Safe Drinking Water Hotline

For information about lead in drinking water, call **1-800-426-4791**, or visit epa.gov/safewater for information about lead in drinking water.

Consumer Product Safety Commission (CPSC) Hotline

For information on lead in toys and other consumer products, or to report an unsafe consumer product or a product-related injury, call **1-800-638 2772**, or visit CPSC's website at cpsc.gov or saferproducts.gov.

State and Local Health and Environmental Agencies

Some states, tribes, and cities have their own rules related to lead-based paint. Check with your local agency to see which laws apply to you. Most agencies can also provide information on finding a lead abatement firm in your area, and on possible sources of financial aid for reducing lead hazards. Receive up-to-date address and phone information for your state or local contacts on the Web at epa.gov/lead, or contact the National Lead Information Center at **1-800-424-LEAD**.

Hearing- or speech-challenged individuals may access any of the phone numbers in this brochure through TTY by calling the toll-free Federal Relay Service at **1-800-877-8339**.

U. S. Environmental Protection Agency (EPA) Regional Offices

The mission of EPA is to protect human health and the environment. Your Regional EPA Office can provide further information regarding regulations and lead protection programs.

Region 1 (Connecticut, Massachusetts, Maine, New Hampshire, Rhode Island, Vermont)

Regional Lead Contact
U.S. EPA Region 1
5 Post Office Square, Suite 100, OES 05-4
Boston, MA 02109-3912
(888) 372-7341

Region 2 (New Jersey, New York, Puerto Rico, Virgin Islands)

Regional Lead Contact
U.S. EPA Region 2
2890 Woodbridge Avenue
Building 205, Mail Stop 225
Edison, NJ 08837-3679
(732) 906-6809

Region 3 (Delaware, Maryland, Pennsylvania, Virginia, DC, West Virginia)

Regional Lead Contact
U.S. EPA Region 3
1650 Arch Street
Philadelphia, PA 19103
(215) 814-2088

Region 4 (Alabama, Florida, Georgia, Kentucky, Mississippi, North Carolina, South Carolina, Tennessee)

Regional Lead Contact
U.S. EPA Region 4
AFC Tower, 12th Floor, Air, Pesticides & Toxics
61 Forsyth Street, SW
Atlanta, GA 30303
(404) 562-8998

Region 5 (Illinois, Indiana, Michigan, Minnesota, Ohio, Wisconsin)

Regional Lead Contact
U.S. EPA Region 5 (LL-17J)
77 West Jackson Boulevard
Chicago, IL 60604-3666
(312) 353-3808

Region 6 (Arkansas, Louisiana, New Mexico, Oklahoma, Texas, and 66 Tribes)

Regional Lead Contact
U.S. EPA Region 6
1445 Ross Avenue, 12th Floor
Dallas, TX 75202-2733
(214) 665-2704

Region 7 (Iowa, Kansas, Missouri, Nebraska)

Regional Lead Contact
U.S. EPA Region 7
11201 Renner Blvd.
Lenexa, KS 66219
(800) 223-0425

Region 8 (Colorado, Montana, North Dakota, South Dakota, Utah, Wyoming)

Regional Lead Contact
U.S. EPA Region 8
1595 Wynkoop St.
Denver, CO 80202
(303) 312-6966

Region 9 (Arizona, California, Hawaii, Nevada)

Regional Lead Contact
U.S. EPA Region 9 (CMD-4-2)
75 Hawthorne Street
San Francisco, CA 94105
(415) 947-4280

Region 10 (Alaska, Idaho, Oregon, Washington)

Regional Lead Contact
U.S. EPA Region 10 (20-C04)
Air and Toxics Enforcement Section
1200 Sixth Avenue, Suite 155
Seattle, WA 98101
(206) 553-1200

Consumer Product Safety Commission (CPSC)

The CPSC protects the public against unreasonable risk of injury from consumer products through education, safety standards activities, and enforcement. Contact CPSC for further information regarding consumer product safety and regulations.

CPSC

4330 East West Highway
Bethesda, MD 20814-4421
1-800-638-2772
cpsc.gov or saferproducts.gov

U. S. Department of Housing and Urban Development (HUD)

HUD's mission is to create strong, sustainable, inclusive communities and quality affordable homes for all. Contact to Office of Lead Hazard Control and Healthy Homes for further information regarding the Lead Safe Housing Rule, which protects families in pre-1978 assisted housing, and for the lead hazard control and research grant programs.

HUD

451 Seventh Street, SW, Room 8236
Washington, DC 20410-3000
(202) 402-7698
hud.gov/lead

This document is in the public domain. It may be produced by an individual or organization without permission. Information provided in this booklet is based upon current scientific and technical understanding of the issues presented and is reflective of the jurisdictional boundaries established by the statutes governing the co-authoring agencies. Following the advice given will not necessarily provide complete protection in all situations or against all health hazards that can be caused by lead exposure.

IMPORTANT!

Lead From Paint, Dust, and Soil in and Around Your Home Can Be Dangerous if Not Managed Properly

- Children under 6 years old are most at risk for lead poisoning in your home.
- Lead exposure can harm young children and babies even before they are born.
- Homes, schools, and child care facilities built before 1978 are likely to contain lead-based paint.
- Even children who seem healthy may have dangerous levels of lead in their bodies.
- Disturbing surfaces with lead-based paint or removing lead-based paint improperly can increase the danger to your family.
- People can get lead into their bodies by breathing or swallowing lead dust, or by eating soil or paint chips containing lead.
- People have many options for reducing lead hazards. Generally, lead-based paint that is in good condition is not a hazard (see page 10).

Tab E-31

From: [REDACTED]
To: [Niemeier, Todd](#); [REDACTED]
Subject: Supporting Documents for Case Rebuttal
Date: Monday, August 2, 2021 11:48:32 AM
Attachments: [history of lease signing 2.PNG](#)
[Screenshot 2021-05-04 144242.png](#)
[history of lease signing.PNG](#)
[lease that \[REDACTED\] signed.pdf](#)
[lease agreementb1.pdf](#)

WARNING: This email has originated from **outside of the organization**. Do not click links or open attachments unless you recognize the sender and know the content is safe.

Hi Todd,

I'm attaching the screenshots we pulled in May. I haven't edited any of them, which I mention because one screenshot has personal information about my job contract on it. I would really like for that to be blacked out if the documents are shared. I look forward to speaking with you at 1 pm.

The documents attached show that there were two versions of the lease agreement which were both voided on November 12th. I think it demonstrates the confusion [REDACTED] and I had. I was able to pull and attach to the lease agreements as well. The one [REDACTED] has signed was the original document we had questions about. You can see the pet rent listed on page 2 of the lease conflicted with the rent presented in the pet addendum document page 20 which lists the pet rent as \$25. Page 2 of the document had a lot of fees which is what prompted our questions that [REDACTED] ignored and never answered.

Thank you so much for holding this. We appreciate you beyond words!

[REDACTED]



**VIRGINIA REALTORS®
RESIDENTIAL LEASE**

(This is a legally binding contract. If not understood, seek competent advice before signing.)



EFFECTIVE DATE OF LEASE: 11/15/2020

The property will be shown and made available to all persons without regard to any protected class under federal, state or local fair housing law or regulations, or the REALTOR® Code of Ethics.

THIS LEASE AGREEMENT (the "Lease") is made as of 10/30/2020 (date), by and between [REDACTED] ("Landlord") whose address is [REDACTED]; through [REDACTED] ("Landlord's Broker," who represents Landlord) whose address is [REDACTED]; and [REDACTED] ("Tenant"); through [REDACTED] ("Tenant's Broker," who represents Tenant). Landlord's Broker is sometime hereinafter referred to as "Agent".

NOW, THEREFORE, in consideration of the mutual covenants and conditions contained therein, Landlord and Tenant agree as follows:

Landlord does hereby lease and demise unto Tenant, and Tenant does hereby lease and take from Landlord the dwelling unit hereinafter described (the "Dwelling Unit") on the terms and conditions set forth in this Lease.

1. SUMMARY OF LEASE TERMS:

[REDACTED]

b. Term

Commencement Date of Lease: 11/15/2020 at 12 ☐ am OR ☒ pm
Length of Term is: 12 months, 16 days
Lease Term Ends: 11/31/2021 at 12 ☐ am OR ☒ pm

c. Monthly Rent to be payable to [REDACTED]
located at [REDACTED]

d. Description of Dwelling Unit:

Unit Type Duplex Number of Baths: 2
Number of Bedrooms 3 Year built: 1920

e. Appliances and other personal property provided:

washer/dryer, range, fridge, dishwasher,
microwave

f. Occupancy of the Dwelling Unit shall be limited to 0 **persons whose names other than Tenant are as follows ("Occupants"):**

g. i) Utilities provided by Landlord and included in Rent:

Landscaping

ii) Utilities that Tenant must obtain individually:

Electric, water/sewer, trash, cable/internet

iii) Utilities provided by Landlord, and billed separately to Tenant:

h. Rent

Base Rent:	\$ 1425
Pet Rent, if applicable:	\$ 50
Damage Insurance Premium:	\$ 0
Renter's Insurance Premium:	\$ 0
Other _____:	\$ n/a
Other _____:	\$ n/a
Other _____:	\$ n/a

Total Monthly Rent: \$ 1475

Prorated Rent (for period from 11/15/20 to 11/31/20): \$ 786.72

Additional Rent:

Non-Refundable Lease Fee:	\$ 0
Non-Refundable Pet Fee, if applicable:	\$ 0
Non-Refundable Unauthorized Animal Fee:	
(\$ 500), if applicable	
Damage Insurance:	
Administrative fee:	\$ 0
Opt-out fee:	\$ 0
Renter's Insurance:	
Administrative fee:	\$ 0
Opt-out fee:	\$ 0
Other Renters Liability Program:	\$ 12.95
Other _____:	\$
Other _____:	\$

Total Rents Due for Lease Term: \$ 18,642.12

Per Diem Rent: \$ 49.17

(Rent may be increased pursuant to the terms of this Lease)

Late Fee: 10% of Total Monthly Rent or 10% of the remaining balance due and owed by Tenant whichever is less.

i. Security Deposit:

Move-In Security Deposit:	\$ 2,137.5
Pet Deposit (Additional Security Deposit)	\$
Total Security Deposit:	\$ 2,137.5

Security Deposit will be held by ☐ Landlord OR ☒ Agent.

j. Cancellation and Renewal of Lease: Either party may terminate this Lease effective as of the end of the then-existing Term by giving the other party written notice at least 90 days before the end of the then-existing Term. If no such notice of termination is given, the Term of this Lease shall be extended for self-renewing terms of month to month. If Landlord intends to change the terms or conditions of this Lease, including increasing the Rent, for any renewal term thereafter, Landlord will give Tenant written notice of the new terms and conditions (the "Renewal Notice") at least 60 days prior to the end of the then applicable term. Should Tenant fail to provide Landlord written notice at least 30 days prior to the expiration of any Lease Term of Tenant's intentions to remain in the Dwelling Unit, or vacate, Tenant shall be deemed to have agreed to the renewal Lease term offered in the Renewal Notice, and all terms contained in the then-applicable form of Landlord's Lease (a copy of which shall be provided to Tenant(s) upon request, and at the time of Lease signing), and shall be bound by these terms, until such time as the Lease is terminated in accordance with this Section.

2. **APPLICABLE VIRGINIA LAW.** This landlord tenant relationship is in accordance with Chapter 12 of Title 55.1 of the Code of Virginia generally known as the Virginia Residential Landlord Tenant Act (the "VRLTA").

3. SECURITY DEPOSIT. Tenant has deposited the amount shown in Section 1(i) as a Security Deposit, to secure a complete and faithful performance by Tenant of all terms and conditions of this Lease, and the obligations imposed on Tenant by applicable Virginia Law.

- a. Disposition. Pursuant to the VRLTA, Landlord may apply all or part of the Security Deposit (which includes the Pet Deposit) to the payment of accrued Rent and the amount of any damages that have been suffered by Landlord, including but not limited to, physical damages and any damages that may be caused by an assistance animal, appropriate charges to Tenant not previously reimbursed to Landlord, charges that may be due by Tenant to third-party utility providers in accordance with the provisions of Section 55.1-1226 of the VRLTA, and actual damages for breach of this Lease, including attorneys' fees and costs. Damages shall be calculated based on replacement costs of items, not the depreciated value. Landlord shall have the right to apply the Security Deposit to any outstanding fees, charges or other amounts due first, and then to any unpaid Rent. The Security Deposit and the Pet Deposit may be applied by Landlord to any amounts due Landlord without regard to whether such amounts are due because of damages caused by animal(s) of Tenant. Within 45 days after the termination of the tenancy or the date Tenant vacates the Dwelling Unit, whichever is later, Landlord will provide Tenant with a written security deposit disposition statement, including an itemized list of damages, and with payment of any amount due to Tenant. If Tenant complies with all terms and conditions of the Lease and with the VRLTA, Landlord will return to Tenant the Security Deposit, together with any accrued interest if required by law. If the damages to the Dwelling Unit exceed the amount of the Security Deposit and require the services of a third-party contractor, Landlord shall give written notice to Tenant advising of the fact within a 45 day period. If such notice is given, Landlord shall have an additional 15 day period to provide an itemization of the damages and the cost of repair. There is no interest due and payable on the Security Deposit in accordance with the VRLTA for any Security Deposit received after January 1, 2009. If the Security Deposit was received prior to January 1, 2009, the VRLTA provides that any accrued interest due and payable shall be paid to Tenant no later than 45 days after termination of the tenancy and return of possession of the Dwelling Unit by Tenant. Since January 1, 2009, any interest earned on the Security Deposit will be retained by Agent to cover administrative costs.
- b. Forwarding Address. Tenant shall provide Landlord written notice prior to vacating the Dwelling Unit of the forwarding address so that Landlord can forward to Tenant a statement explaining the disposition of the Security Deposit prior to the end of the 45-day period provided herein. Regardless of the number of tenants subject to a rental agreement, if Tenant fails to give notice of a forwarding address, Landlord will send the security deposit disposition statement to the last known address of Tenant, but will retain the Security Deposit refund, if any, until Tenant notifies Landlord of the appropriate address. If no forwarding address is provided to Landlord, Landlord may continue to hold the security deposit in escrow, or upon the expiration of one year from the date of the end of the 45-day time period, Landlord may pay any balance due to the State Treasurer as unclaimed property, Landlord shall have no further liability to any Tenant relative to the Security Deposit.
- c. Multiple Tenants. Where more than one tenant signs this Lease, a deduction to be made from the Security Deposit will be joint and several, and Landlord is not liable for any understanding that may exist between two or more tenants as to the portion of the Security Deposit that one tenant may be entitled to, as opposed to another tenant. Landlord will draw one check payable to all tenants jointly, or at Landlord's election, to any one tenant who shall be responsible for distribution to the other tenants, and forward same to forwarding address provided to Landlord by written notice as required by subparagraph b above.
- d. Move-Out Inspection. Under the VRLTA, Landlord shall provide written notice to Tenant of Tenant's right to be present at the time of the move-out inspection. Landlord will include in the vacating notice language to inform Tenant of this right to be present. Tenant must make a written request to Landlord to be present at such an inspection, and Landlord will notify Tenant of the inspection times which will occur within 72 hours of the delivery of possession. If Tenant fails to make such a request, Landlord will proceed to do the move-out inspection without Tenant being present.
- e. Setoff Prohibited. Tenant shall have no right to deduct the Security Deposit from the rental payment for the last month of any term of this Lease.
- f. Landlord's Successor Obligated for Security Deposit. If Landlord in any way transfers its interest in the Dwelling Unit, or if the Agent transfers management of the Dwelling Unit or the apartment community in which the Dwelling Unit is located (the "Premises"), to a third party, Agent or Landlord, as the case may be, may transfer the Security Deposit to the transferee after notice is provided to Tenant and both are thereafter released from all liability for the return of the Security Deposit to Tenant. If such a transfer occurs, Tenant agrees to look to the transferee solely for the return of the Security Deposit and to release Landlord and/or Agent, as the case may be, from all obligations and liability relating thereto. If there is a dispute over the Security Deposit, the Agent may file an interpleader action in general district court.
- g. Damage Addendum. The Damage Addendum, if attached, is incorporated by reference herein, establishes a tentative schedule of standard deductions to be utilized by Landlord in assessing charges against Tenant for physical damages to the Dwelling Unit or the Premises, less reasonable wear and tear. Landlord reserves the

right to alter this schedule if the repair costs should become higher than those listed thereon. Landlord further reserves the right to assess against Tenant for such damages the actual costs of the materials and repairs, if there is a variance between the tentative schedule and the actual bill for such materials and repairs. The Damage Addendum also establishes the tentative schedule for charges to be made by Landlord against Tenant during the Term of the tenancy for any damages as may occur.

Landlord reserves the right to require a commercial insurance policy commonly known as "damage insurance" to secure the performance by Tenant of the terms and conditions of this Lease, in lieu of all or part of the security deposit, as provided in Section 55.1-1206 of the VRLTA. The actual costs of any damage insurance policy and the administrative fee as set forth in Section 1(h) shall be charged to the Tenant as additional rent. Tenant shall have the option to purchase their own damage insurance policy, provided the policy otherwise meets the requirements of this paragraph, in which case Tenant shall be charged the monthly opt-out fee specified in Section 1(h). For any damage insurance policy obtained by Tenant in accordance with this paragraph, Tenant agrees to maintain such policy in full force and effect for the full term of this Lease, including any extensions or renewals thereof, and to provide Landlord sufficient proof of such insurance. Tenant may, at any time without consent of Landlord, opt to pay the full Security Deposit to Landlord in lieu of maintaining a damage insurance policy. Any damage insurance policy provided by Landlord shall terminate contemporaneously with the termination of this Lease. The Security Deposit, damage insurance coverage, or any combination thereof, may not exceed a total amount equal to two months of rent.

4. RENT.

- a. Rent Payments. The total Rent for the initial Term of this Lease is set out in section 1(h) of this Lease. Monthly payments of Rent are payable in advance, without demand, and in full without prorating or setoff, on the first day of each calendar month and shall be paid to at the address set forth in section 1(c) above or at such other place as Landlord may designate by advance written notice to Tenant. Landlord is authorized to accept prepaid Rent in accordance with the provisions of the VRLTA. Landlord will provide Tenant a written receipt upon the request of Tenant, if Tenant pays rent in the form of cash or a money order (if allowed by Landlord). Upon the written request of Tenant, Landlord shall provide Tenant with a written statement of charges and payments in accordance with Section 55.1-1204 of the VRLTA.
- b. Late Payment. If the rental payment is received after the fifth day of the month, a Late Fee in the amount specified in section 1(h) of this Lease will be assessed against Tenant. Any rental payment received after legal action has been initiated by Landlord will be accepted with reservation and will be applied to delinquent rent due, but will not affect any legal action instituted by Landlord against Tenant to recover delinquent rent and possession of the Dwelling Unit.
- c. Returned Checks. Landlord reserves the right to require that all monthly installments be made by money order or certified funds, or to require automatic or electronic payment. Checks that are returned for insufficient funds or otherwise, or a failed electronic funds transfer, will result in the following charges: (i) the late charges specified herein; (ii) the face amount of the dishonored payment; (iii) a reimbursement of any fee charged by the bank for such dishonored payment; (iv) an administrative processing fee in the amount of \$50; (v) legal interest from the date of the check or transfer; (vi) a civil recovery not to exceed \$250; and (vii) all other amounts recoverable by Landlord pursuant to this Lease or by law.
- d. Rent is Inclusive. As used in this Lease and under the VRLTA, "Rent" means all money, other than a security deposit, owed or paid to Landlord under this Lease, including prepaid Rent paid more than one month in advance of the Rent due date.

5. INSPECTION AND CONDITION OF DWELLING UNIT.

- a. Move-In Inspection Report. Tenant has made an inspection of the Dwelling Unit, and Tenant agrees that the Dwelling Unit is in a fit and habitable condition, except for such damages as have been itemized in a written "Residential Move-In Move-Out Inspection Report", a copy of which will be submitted by Landlord to Tenant within five days after occupation of the Dwelling Unit by Tenant. The Residential Move-In Move-Out Inspection Report will be deemed correct unless Tenant objects to it in writing within five days after Landlord has provided it to Tenant. Tenant hereby acknowledges that the Residential Move-In Move-Out Inspection Report reflects that there is no visible evidence of mold in the Dwelling Unit or that portion of the Premises which is occupied by Tenant. If Landlord's Residential Move-In Move-Out Inspection Report states that there is visible evidence of mold in the Dwelling Unit, Landlord shall promptly remediate the mold conditions in accordance with the requirements of subsection E of § 8.01-226.12 of the Code of Virginia and reinspect the dwelling unit to confirm that there is no longer visible evidence of mold in the Dwelling Unit. Landlord is not required to make repairs to address damages noted on the Residential Move-In Move-Out Inspection Report unless required to do so by law.
- b. Locks. Landlord, at Tenant's request and at Tenant's sole cost and expense, will have all locks on the Dwelling Unit rekeyed. Tenant may, at any time, ask Landlord to: (i) install one keyed deadbolt lock on all exterior doors, if the Dwelling Unit does not already have one installed on each door; (ii) install a sliding door pinlock

and/or a security bar on each sliding glass door; (iii) install one door viewer on each exterior door; and (iv) change or rekey locks during the Term. Landlord will comply with any such request at Tenant's cost and expense, in accordance with the amounts shown in the Damage Addendum if attached, with all such costs to be paid by Tenant as additional Rent with the next monthly payment of Rent by Tenant, after receipt by Tenant of an invoice from Landlord.

- c. New Locks Pursuant to Court Order. Any Tenant who has obtained an order (excluding ex parte orders) granting such Tenant possession of the Dwelling Unit to the exclusion of one or more other Tenants or Occupants, in accordance with the provisions of Section 55.1-1230 of the VRLTA, may request Landlord to install new locks or other security devices on all exterior doors of the Dwelling Unit. Tenant will reimburse Landlord's actual costs for such new locks or security devices. All such costs will be paid by Tenant as additional Rent with the next monthly payment of Rent by Tenant after receipt by Tenant of an invoice from Landlord.

6. USE, OCCUPANCY AND MAINTENANCE.

- a. Smoking. Smoking is prohibited in any area of the Dwelling Unit or the Premises, including the garage and other enclosed areas, unless otherwise indicated in the rules and regulations, by Tenant, Occupant, and guests. It is Tenant's responsibility to inform Tenant's guests of this no smoking provision of the Lease and prohibit smoking by Tenant's household members or guests while in the Dwelling Unit or on the Premises and/or any restrictions in the rules and regulations.
- b. Use. Tenant covenants that the Dwelling Unit will be used only as a dwelling unit and in a manner that will not disturb neighbors, including harassment of any kind, and that will not damage the Dwelling Unit or the Premises. Tenant will not permit any Occupants or guests or invitees in or about the Dwelling Unit or the Premises either to disturb neighbors, including harassment of any kind, or to cause physical damage to the Dwelling Unit or the Premises. Tenant shall not deliberately or negligently destroy, deface, damage or impair any part of the Dwelling Unit or the Premises (including fixtures, facilities and appliances) or permit any person to do so with or without Tenant's knowledge, and Tenant shall be responsible for any damage caused by Tenant's failure to comply with these requirements. Tenant shall give Landlord prompt notice if any such damages occur.
- c. Occupancy. No persons, other than those named as Tenant and as Occupants in section 1(f) of this Lease, may occupy the Dwelling Unit on a regular basis. For the purpose of this Lease, occupancy by an unauthorized person for more than seven calendar days consecutively, or 14 calendar days in any calendar year, without prior written consent from Landlord, will constitute occupancy of the Dwelling Unit on a regular basis and will constitute a default under this Lease. If at any time more than one person is named as a Tenant on this Lease, the obligations of each Tenant shall be joint and several. Tenant must notify Landlord of any change in the household composition (such as the birth of an infant) during the term of the Lease, within 15 days of such change. The preceding sentence shall not be construed to allow any exceptions to Tenants and the Occupants named in this Lease.
- d. Assignment/Sublease. Tenant shall not assign this Lease or sublet any portion of the Dwelling Unit without the prior written consent of Landlord, which consent Landlord will be under no obligation whatsoever to grant. Landlord shall have the right to consider any assignment or sublease made without Landlord's prior written consent void.
- e. Compliance with Codes; Fixtures. Tenant shall comply with all obligations imposed by applicable building and housing codes materially affecting health and safety, and shall keep the Dwelling Unit, including plumbing and other fixtures, appliances, and facilities in a good, clean, safe and sanitary condition. Tenant shall use in a reasonable manner all electrical, plumbing, sanitary, heating, ventilating, air conditioning, and other fixtures, appliances, and facilities in the Dwelling Unit and shall maintain the utility services paid for by Tenant on at all times during the Lease Term. Tenant shall be responsible for any and all damages caused by Tenant's failure to comply with this requirement.
- f. Appliances. Tenant shall keep all appliances and equipment in good and clean condition, with the exception of reasonable wear and tear. Tenant shall not remove or relocate major appliances or equipment provided by Landlord in the Dwelling Unit without prior written permission of Landlord. Tenant shall not install or use any other major appliances or equipment other than those provided by Landlord in the Dwelling Unit without prior written permission of Landlord.
- g. Smoke Alarms. Tenant shall be responsible for reasonable care and maintenance of smoke alarms in the Dwelling Unit in accordance with Section 55.1-1227 of the VRLTA, and shall be responsible for interim testing and for providing written notice to Landlord of the need for repair of any malfunctioning smoke alarm. Tenant shall not remove or tamper with any smoke alarm, including removing any working batteries, so as to render the alarm inoperative. Pursuant to Section 55.1-1220 of the VRLTA, Landlord shall provide a certificate to the Tenant stating that all smoke alarms are present, have been inspected, and are in good working order no more than once every 12 months.
- h. Carbon Monoxide Alarms. Tenant shall have the right to request in writing that Landlord install a carbon monoxide alarm in the Dwelling Unit, the cost of which may be charged to Tenant, in accordance with Section

55.1-1229 of the VRLTA. Landlord shall install the carbon monoxide alarm within 90 days of the request. Tenant shall not remove or tamper with a properly functioning carbon monoxide alarm, including removing any working batteries, so as to render the carbon monoxide alarm inoperative and shall maintain the carbon monoxide alarm in accordance with the uniform set of standards for maintenance of carbon monoxide alarms established in the Uniform Statewide Building Code.

- i. Mold. Tenant will use reasonable efforts to maintain the Dwelling Unit in such a condition as to prevent accumulation of moisture and the growth of mold, and to promptly notify Landlord in writing of any moisture accumulation that occurs or of any visible evidence of mold discovered by Tenant. Tenant does hereby release Landlord and Agent from any and all claims or liability to Tenant, Occupants, or Tenant's guests or invitees, and does hereby agree to indemnify and hold Landlord and Agent harmless from and against any and all loss, damage, claim, suit, costs (including reasonable attorneys fees and costs at all tribunal levels) or other liability whatsoever resulting from Tenant's failure to comply with the provisions of this subsection or any other provisions of law. Landlord shall provide Tenant with a copy of a summary of information related to mold remediation occurring during the tenancy and, upon request by Tenant, make available the full package of such information and reports not protected by attorney-client privilege.
- j. Trash. Tenant to provide and maintain appropriate receptacles and conveniences for the collection, storage, and removal of ashes, garbage, rubbish, and other waste incidental to the occupancy ("Trash"). Tenant shall be responsible for arranging and paying for the removal of Trash and other waste, including bulk items.
- k. Insects and Pests. Tenant shall keep the Dwelling Unit free from insects and pests, and promptly notify the Landlord of the existence of any insects or pests. Tenant shall be financially responsible for the added cost of treatment or extermination due to Tenant's unreasonable delay in reporting the existence of any insects or pests and be financially responsible for the cost of treatment or extermination due to Tenant's fault in failing to prevent infestation of any insects or pests in the area occupied. Except for the costs of any regularly scheduled pest treatments provided by Landlord, Tenant shall be responsible for the costs of any insect or pest treatments necessary in the Dwelling Unit, which amounts shall constitute additional Rent and must be paid by Tenant with the next monthly payment of Rent after receipt by Tenant of an invoice from Landlord. Tenant shall prepare the Dwelling Unit for the application of insecticides or pesticides in accordance with any written instructions provided by Landlord, and if insects or pests are found to be present, follow any written instructions provided by Landlord to eliminate the insects or pests following the application of insecticides or pesticides. Tenant who has concerns about specific insecticides or pesticides shall notify the Landlord in writing no less than 24 hours before any scheduled insecticide or pesticide application, in accordance with Section 17 of this Lease. Tenant does hereby release Landlord and Agent from any and all claims or liability to Tenant, Occupants, or Tenant's guests or invitees, and does hereby agree to indemnify and hold Landlord and Agent harmless, from and against any and all losses, damages, claims, suits, costs (including reasonable attorneys fees and costs) or other liabilities whatsoever arising from the presence of insects or pests in the Dwelling Unit, and/or resulting from Tenant's failure to comply with the provisions of this subsection or any other provisions of law.
- l. Painting and Alterations. Tenant shall not paint or disturb any painted surfaces or make other alterations to the Dwelling Unit without Landlord's prior written approval. Tenant shall notify Landlord and Agent in the event there is any chipped or peeling paint in the Dwelling Unit.
- m. Compliance with Law. Tenant shall comply with any and all obligations imposed upon Tenant by applicable Virginia law, including the VRLTA.
- n. Animals. Tenant shall use reasonable care to prevent any dog or other animal in possession of the Tenant, Occupants, or guests or invitees from causing personal injuries to a third party in the Dwelling Unit or on the Premises, or property damage to the Dwelling Unit or the Premises.
- o. Landlord Obligations. Landlord shall comply with the specific duties imposed upon landlords in Section 55.1-1220 of the VRLTA. Landlord may only be liable to Tenant for damages proximately caused by Landlord's breach of said statute or a specific provision of this Lease.
- p. Tenant Obligations. Tenant shall promptly report any required maintenance to Landlord or Agent. Tenant shall be financially responsible for the added cost of repair or any other associated costs due to Tenant's unreasonable delay in reporting the existence of any maintenance issues. Tenant shall be responsible for paying the cost of any unnecessary service call and any costs incurred as a result of the Tenant failing to keep appointments with service providers that require access in order to make scheduled repairs.

7. UTILITIES.

- a. The utilities provided by Landlord and included in the Rent are listed in section 1(g)(i). Tenant shall obtain all utility and other services listed in section 1(g)(ii), or not otherwise listed in Section 1(g) as being provided by Landlord. All such utility and other services shall be paid directly by Tenant, and Tenant shall pay any deposits and monthly bills due to the applicable providers. Tenant shall pay in full all charges for utilities and other services which Landlord separately bills Tenant as set forth in section 1(g)(iii), and in accordance with the applicable invoice (if any). Tenant shall keep all essential utility services turned on, in and to the Dwelling Unit during any Lease Term. Landlord shall not be liable for the failure to provide these services or for the

- interruption of such services if such failure or interruption is due to any cause beyond the control of Landlord.
- b. Landlord reserves the right to use sub-metering or energy allocation equipment, or to allocate utility costs on the basis of ratio utility billing ("RUBs"), as provided in the VRLTA, for the utilities provided by Landlord. If Landlord chooses to allocate utility costs on the basis of RUBs, Landlord will bill Tenant for an appropriate prorata share of such utility costs, which bill shall be due and payable as additional Rent at the first of the next month.
 - c. Landlord reserves the right to include water, sewer, electrical, natural gas, or other utilities in the amount of Rent as specified in the Lease.
 - d. If, contrary to this Lease or provisions of the VRLTA, Landlord willfully or negligently fails to supply heat, running water, hot water, electricity, gas, or other essential service, Tenant shall serve a written notice on Landlord specifying the breach if acting under this section and, in such event, and after a reasonable time allowed for Landlord to correct such breach, may
 - i. Recover damages based upon the diminution in the fair rental value of the Dwelling Unit; or
 - ii. Procure reasonable substitute housing during the period of Landlord's noncompliance, in which case Tenant is excused from paying Rent for the period of Landlord's noncompliance, as determined by the court.

8. PERSONAL PROPERTY OF TENANT

- a. Renter's Insurance. All personal property placed in or about the Dwelling Unit or the Premises shall be at the sole risk of Tenant or the parties owning the same, and Landlord shall not be liable for the loss, destruction, theft of, or damage to such property. Tenant shall obtain insurance coverage (commonly referred to as "renter's insurance"), which shall meet the minimum coverage limits and other terms specified by Landlord. The policy shall name Landlord and Managing Agent as interested parties. Landlord reserves the right to require Tenant to pay for the cost of renter's insurance obtained through Landlord, in which case the actual costs for such insurance and the administrative fee as set forth in Section 1(h) shall be charged to Tenant as additional Rent. Tenant shall have the option to purchase their own renter's insurance policy, provided the policy otherwise meets the requirements of this Section 8(a), in which case Tenant shall be charged a monthly opt-out fee as set forth in Section 1(h). For any renter's insurance policy obtained by Tenant in accordance with this Section 8(a), Tenant agrees to maintain such policy in full force and effect for the full term of this Lease, including any extensions or renewals thereof, and to provide Landlord sufficient proof of such insurance. If Tenant allows his renter's insurance to lapse for any reason, Landlord may provide renter's insurance coverage to Tenant. Tenant shall be obligated to pay for the cost of premiums for such insurance until Tenant has provided written documentation to Landlord showing that Tenant has reinstated his own renter's insurance coverage. Any renter's insurance policy provided by Landlord shall terminate contemporaneously with the termination of this Lease.
- b. Other Insurances. Nothing in this section shall be construed to prohibit Landlord from recovering from Tenant, as part of the Rent, the actual costs of insurance coverages provided by Landlord relative to the premises, or the costs of a self-insurance program held in an escrow account, including Landlord's administrative or other fees associated with the administration of such coverages. Landlord may apply such funds held in escrow to pay claims pursuant to Landlord's self-insurance plan.
- c. Abandoned Property. Any items of personal property left in or about the Dwelling Unit after Tenant vacates the Dwelling Unit will be considered abandoned property and may be disposed of by Landlord as Landlord sees fit, provided that Landlord has: (i) given Tenant written notice of termination as required by this Lease or the VRLTA including a notice that any items of personal property left in the Dwelling Unit or the Premises would be disposed of within 24 hours after termination; (ii) given written notice in accordance with subsection 9(d) of this Lease including notice that any items of personal property left in the Dwelling Unit or the Premises would be disposed of within 24 hours after expiration of the seven-day period; or (iii) given written notice to Tenant including a statement that any items of personal property left in the Dwelling Unit or the Premises would be disposed of within 24 hours after expiration of a ten-day period from the date of such notice. Tenant shall have the right to remove its personal property from the Dwelling Unit or the Premises during the 24 hour period after termination during normal business hours, or during normal business hours until Landlord has disposed of the remaining personal property of Tenant. During such 24 hour period and until Landlord disposes of the remaining personal property of Tenant, Landlord shall have no liability for risk of loss of such property.
- d. Death of Tenant. If a Tenant who is the sole occupant of the Dwelling Unit dies, and there is no person authorized by order of a circuit court to handle probate matters for the deceased Tenant, Landlord may dispose of any personal property left by such Tenant upon giving at least ten days written notice in accordance with Section 55.1-1256 of the VRLTA. Such notice shall include a statement that any items of personal property left in the Dwelling Unit shall be treated as abandoned property and disposed of, if not claimed within ten days, subject to subsection (c) hereof. This Lease shall be deemed terminated on the date of death of the Tenant; however, the estate of the Tenant shall remain liable for actual damages in accordance with Section 55.1-

1251 of the VRLTA, subject to Landlord's duty to mitigate damages.

9. ACCESS TO THE DWELLING UNIT AND PREMISES BY LANDLORD AND ITS DULY DESIGNATED REPRESENTATIVE(S); REPAIRS.

- a. Landlord and its duly designated representative(s) may enter the Dwelling Unit and go upon the Premises in order to do the following:
 - i. Upon reasonable notice to Tenant and at reasonable times:
 1. inspect the Dwelling Unit and the Premises;
 2. make necessary or agreed repairs, decorations, alterations, or improvements;
 3. supply necessary or agreed services;
 4. exhibit the Dwelling Unit and Premises to prospective or actual mortgagees, workmen, contractors, appraisers and/or representatives of any owners' association.
 - ii. Landlord will give Tenant at least 24 hours notice, unless impractical to do so, of routine maintenance to be performed that has not been requested by Tenant, and shall not be required to provide prior notice to Tenant for any maintenance requested by Tenant. Landlord may enter the Dwelling Unit without Tenant's consent in cases of emergency.
 - iii. Place a "For Sale" sign upon the Dwelling Unit and Premises and exhibit the Dwelling Unit and Premises to prospective purchasers. After notice of termination of this Lease by Landlord or Tenant or commencing 90 days before the expiration of the Term, place a "For Rent" sign upon the Dwelling Unit and Premises and exhibit the Dwelling Unit and Premises to prospective tenants. Such exhibition may include placing an electronic lockbox on the Premises. Tenant shall cooperate with Landlord or Agent in making the Dwelling Unit available for such showings by other licensed real estate agents, which shall be conducted at reasonable times and with reasonable notice to Tenant. If Tenant, without reasonable justification, refuses to permit Landlord or Agent to exhibit the Dwelling Unit for sale or lease through a licensed real estate agent, Landlord may recover damages, costs, and reasonable attorney fees.
- b. Landlord shall give written notice to Tenant no less than 24 hours prior to an application of an insecticide or pesticide in the Dwelling Unit. If Tenant requests the application of the insecticide or pesticide, no prior notice is required.
- c. If Tenant refuses to allow or prevents access to Landlord as provided herein, in addition to any other remedies available at law or in equity, Landlord may obtain injunctive relief to compel access or may terminate this Lease. In either case, Landlord may recover actual damages sustained and reasonable attorney's fees.
- d. Tenant shall give Landlord notice of any anticipated extended absence of Tenant from the Dwelling Unit in excess of seven days. During such absence of Tenant, Landlord may enter the Dwelling Unit at times reasonably necessary to protect the Dwelling Unit. If Tenant fails to give such notice, Landlord may recover from Tenant any actual damages sustained, and shall have all other rights provided in the VRLTA. If Landlord cannot determine whether Tenant has abandoned the Dwelling Unit, Landlord may serve written notice on Tenant requiring Tenant to give Landlord written notice within seven days that Tenant intends to remain in occupancy of the Dwelling Unit. If by the end of such seven-day period Landlord has not received such notice or has otherwise determined that Tenant has abandoned the Dwelling Unit, the Dwelling Unit shall be presumed abandoned and this Lease shall be terminated as of such date.

In the event there is a non-emergency property condition, including a mold condition that requires Tenant to temporarily vacate the Dwelling Unit to make the necessary repairs, in the sole determination of Landlord, the Landlord may upon no less than 30 days prior written notice to Tenant (or such sooner period as may be agreed to by the parties), require the Tenant to temporarily vacate the Dwelling Unit for a period of not more than 30 days. Landlord shall provide a comparable dwelling unit selected by Landlord at no expense or cost to Tenant, or at Landlord's option to a hotel room as selected by Landlord at no expense or cost to Tenant. Landlord shall not be required to pay for any other expenses of the tenant that arise after the relocation period. Tenant shall continue to be responsible for all Rent due under the Lease without abatement, and shall comply with all other terms and conditions of the Lease during any period of temporary relocation. If the Landlord properly remedies the non-emergency property condition, or the mold condition in accordance with professional standards (as defined in Section 55.1-1200 of the VRLTA), the Tenant shall have no right to terminate the Lease as a result of such condition.

- 10. LANDLORD'S INABILITY TO DELIVER POSSESSION TO TENANT.** If Landlord is unable to deliver possession of the Dwelling Unit to Tenant on the Commencement Date of this Lease through no fault of Landlord, Landlord shall not be liable to Tenant for any damages other than to rebate any Rent paid by Tenant for such portion of the Term during which the Dwelling Unit is not delivered to Tenant. If Landlord cannot deliver possession of the Dwelling Unit or provide

Tenant with an alternative residential dwelling unit acceptable to Tenant within 15 days after the Commencement Date of the Lease, the Lease may be terminated by either Landlord or Tenant by giving notice to the other as provided herein.

11. **CASUALTY DAMAGE.** If the Dwelling Unit is damaged by fire or other casualty, by the failure of or malfunction of any equipment or utilities serving the Dwelling Unit, Tenant shall promptly notify Landlord. If, in the sole determination of Landlord, such damage does not render the Dwelling Unit substantially impaired or require repairs requiring Tenant to vacate the Dwelling Unit, Landlord shall repair the same within a reasonable period of time after service upon Landlord of written notice of such damage by Tenant, and Rent shall not abate during the period of such repairs. If the Dwelling Unit or any part thereof is damaged by fire or other casualty to such an extent that use of the Dwelling Unit is substantially impaired, or required repairs can be made only by Tenant vacating the Dwelling Unit, in the sole determination of Landlord, either Landlord or Tenant shall have the right to terminate the Lease in accordance with the terms of Section 55.1-1240 of the VRLTA by giving to the other party at least 14 days' notice of termination. Landlord shall account to Tenant for the Security Deposit and prepaid rent, as applicable, plus accrued interest on the Security Deposit (if any) based upon the damage or casualty. However, if Landlord reasonably believes that Tenant, Tenant's guests, invitees or Occupants were the cause of the damage or casualty, Landlord shall so notify Tenant and make disposition of the Security Deposit and any prepaid rent by advising Tenant that such funds will be held until a determination is made of the amount of damages caused by Tenant's acts. Landlord shall have the right to apply the Security Deposit and prepaid rent to the damage so caused by Tenant, Tenant's guests, invitees, or Occupants. Except as otherwise provided herein, Tenant does hereby release Landlord from any and all liability, loss, damage or claim resulting from any casualty, and shall require its insurer to waive any rights of subrogation against Landlord. Landlord retains any rights of subrogation against Tenant.
12. **CONDEMNATION.** If all, or a substantial part, of the Dwelling Unit or Premises shall be acquired for any public use by the right of eminent domain, or private purchase in lieu of such right, by a public body vested with the power of eminent domain, this Lease and all rights of Tenant under it shall immediately terminate. The Monthly Rent shall be prorated as of the date of such acquisition, but Tenant shall have no claim against Landlord for any value of the unexpired Term, nor shall Tenant be entitled to any part of the condemnation award or purchase in lieu of such award.
13. **LIABILITY OF LANDLORD/AGENT.** Landlord may only be liable to Tenant for damages proximately caused by Landlord's breach of Section 55.1-1220 of the VRLTA or a specific provision of this Lease. Landlord and Agent shall not be liable for negligence or tort. Landlord and Agent shall also not have any liability of any kind whatsoever for any of the following: failure of utilities or services; acts of God; and any injuries or damages to persons or property either caused by or resulting from fire, falling plaster, dampness, overflow, or leakage upon or into the Dwelling Unit or the Premises of water, rain, snow, ice, sewage, steam, gas, or electricity, or by any breakage in or malfunction of pipes, plumbing, fixtures, air conditioners, or appliances, or leakage, breakage, or obstruction of soil pipes, nor for any injury or damage from any other cause. Tenant acknowledges that any security measures provided by Landlord or Agent will not be treated by Tenant as a further assurance or guarantee against crime or of a reduction in the risk of crime. Neither Landlord nor Agent will be liable to Tenant or any guest, invitee, or Occupant for injury, damage or loss to person or property caused by criminal conduct of other persons, including theft, burglary, assault, vandalism, or other crimes. Neither Landlord nor Agent will furnish security personnel, security lighting, security gates or fences, or other forms of security. If the employees of Landlord or Agent are requested to render services not contemplated in this Lease, Tenant will hold Landlord and Agent harmless from any and all liability for same. If information on Tenant's rental history is requested by others for law enforcement or business purposes, Landlord may provide same in accordance with the "Tenant Consent Form." Landlord and Agent, in addition, shall not be liable under any circumstances of Tenant's failure to provide Landlord or Agent with prompt notice of any such conditions existing in the Dwelling Unit or Premises. Tenant hereby releases Landlord and Agent from any and all liability and agrees to indemnify Landlord and Agent for such losses, with respect to Tenant, and all Occupants and guests or invitees of Tenant. Landlord and Agent may enter into an agreement with a third party service provider to maintain tenant records in electronic form or other medium. In such case, Landlord and Agent shall not be liable under Section 55.1-1209 of the VRLTA in the event of a breach of the electronic data of the third party service provider, except in the case of gross negligence or intentional act.
14. **ANIMALS.** No animals of any kind will be allowed to be kept or maintained on the Dwelling Unit without Landlord's prior written consent and the execution of an addendum entitled "Pet Addendum" or "Assistance Animal Addendum." Landlord reserves the right, however, to prohibit animals, except for qualified service animals, completely from the Dwelling Unit and Premises. Any unauthorized animal(s) in the Dwelling Unit shall constitute a breach of this Lease, and Tenant must pay the Unauthorized Animal Fee listed in section 1(h), if any, along with any other applicable Pet Rent, Fees and Deposit.
15. **REPRESENTATIONS IN APPLICATION FOR LEASE.** This Lease has been entered into in reliance on the information given by Tenant on Tenant's Application for Residential Lease (the "Application"), which by this reference is made a part of this Lease. Tenant shall advise Landlord and Agent in writing of any changes to the information contained in the Application. If any of Tenant's material representations are found to be misleading, incorrect, untrue or omitted,

Landlord may immediately terminate this Lease and require Tenant to vacate the Dwelling Unit.

16. FINANCIAL RESPONSIBILITY. If Landlord is required to make any payment to Tenant hereunder, Tenant agrees that such financial obligation will be satisfied solely from Landlord's estate and interest in the Dwelling Unit and the real estate upon which the Dwelling Unit is situated and the improvements of which it is part, or the proceeds thereof, so that Landlord will incur no individual or other liability for such financial obligations.

17. NOTICE. All notices shall be in accordance with Section 55.1-1202 of the VRLTA, which provides for written notice to be given by regular mail or by hand delivery, with the party giving notice retaining a certificate of mailing, or delivery of the notice, as the case may be. Notice to the Landlord will be given to the Agent's Office or to such other place as may be specified by Landlord or Agent. Notice to Tenant will be given to the address of the Dwelling Unit. Landlord reserves the right for Landlord and Tenant to send notices in electronic form; however, if Tenant so requests, Tenant may elect to send and receive notices in paper form. If electronic delivery is used, the sender shall retain sufficient proof of the electronic delivery, which may be an electronic receipt of delivery, a confirmation that the notice was sent by facsimile, or a certificate of service prepared by the sender confirming the electronic delivery. Landlord will send all electronic notices to the e-mail address provided by Tenant in the Application, and Tenant is required to provide notice to Landlord of any change in e-mail address.

18. MILITARY.

- a. Any Tenant who is a member of the armed forces of the United States or a member of the Virginia National Guard serving on fulltime duty or a Civil Service technician with a National Guard unit may, through the procedure detailed in subsection (b) of this section, terminate this Lease if the Tenant (i) has received permanent change of station orders to depart 35 miles or more (radius) from the location of the Premises; (ii) has received temporary duty orders in excess of three months' duration to depart 35 miles (radius) from the location of the Premises; (iii) is discharged or released from active duty with the armed forces of the United States or from full-time duty or technician status with the Virginia National Guard; or (iv) is ordered to report to government-supplied quarters resulting in the forfeiture of basic allowance for quarters.
- b. If Tenant qualifies to terminate this Lease pursuant to subsection (a) of this section, and in accordance with Section 55.1-1235 of the VRLTA, Tenant may do so by serving on Landlord a written notice of termination at least 30 days prior to the next Rent due date. The termination date shall be no more than 60 days prior to the date of departure necessary to comply with the official orders or any supplemental instructions for interim training or duty prior to the transfer. Prior to the termination date, Tenant shall furnish Landlord with a copy of the official notification of the orders or a signed letter, confirming the orders, from Tenant's commanding officer.
- c. Nothing in this section shall limit the amount of the Security Deposit that Landlord may retain as provided in section 3 of this Lease.
- d. Landlord reserves the right to require, as a condition of this Lease, that Tenant execute a waiver of all or part of the rights the Tenant may otherwise have under the s Civil Relief Act.
- e. If no waiver of rights under the Servicemembers Civil Relief Act is required by Landlord, in the event of a nonpayment of rent by Tenant, Landlord reserves the right to request an allotment from the pay of the servicemember tenant as permitted in the Servicemembers Civil Relief Act.

19. CANCELLATION; RENEWAL.

- a. Either party may terminate this Lease in accordance with section 1(j) of this Lease. If notice of termination is not timely given, the Term of this Lease shall be extended upon the same terms and conditions as set forth in this Lease, for the term specified in section 1(j), until either party gives timely notice to terminate in accordance herewith, unless this Lease is terminated in accordance with any other applicable provision of this Lease or Virginia law; provided, however, that if the duration of the renewal term as set forth herein is less than the number of days specified in section 1(j) to terminate this Lease, then the notice period for terminating any renewal term of this Lease shall be the same period as the renewal term.
- b. If Landlord intends to change the terms or conditions of this Lease, including increasing the Rent, for any renewal term thereafter, Landlord shall give Tenant written notice in accordance with section 1(j) of this Lease, advising Tenant of the new terms and conditions of a renewal lease. Should Tenant fail to provide Landlord timely written notice of Tenant's intentions to terminate the Lease in accordance with the preceding subsection (a), Tenant shall be deemed to have agreed to the terms and conditions set forth in Landlord's Renewal Notice, and shall be bound for such, until such time as the Lease is terminated in accordance with this section.
- c. Any Tenant who is a victim of (i) family abuse as defined by Section 16.1-228 of the Code of Virginia; (ii) sexual abuse as defined by Section 18.2-67.10 of the Code of Virginia; or (iii) other criminal sexual assault under Section 18.2-61 et seq. of the Code of Virginia, may terminate the Lease in accordance with the provisions of Section 55.1-1236 of the VRLTA.
- d. Upon termination of this Lease, Tenant shall surrender the Dwelling Unit in good condition, with the exception

of reasonable wear and tear and must pay for all damages or assessments for damages made by Landlord against Tenant in accordance with the Damage Addendum if attached, other provisions of this Lease, or as Landlord reasonably determines.

20. ACTION BY LANDLORD UPON DEFAULT BY TENANT. Under Virginia law and this Lease, Landlord may terminate this tenancy during the Term of the Lease upon one of the following:

- a. Material Noncompliance by Tenant Failing to Pay Rent When Due. If Tenant fails to pay Rent when due or pays Rent with a bad check or failed electronic funds transfer, and such failure continues after Landlord has delivered Tenant a five-day notice of material noncompliance for failure to pay Rent, Tenant shall be in default, and Landlord may terminate this Lease and Tenant's right to possession, and seek such damages as are appropriate under this Lease and the VRLTA.
- b. Material Noncompliance by Tenant Which Can Be Remedied Within 21 Days. If Tenant fails to comply materially with any other provision of this Lease that can be remedied, Landlord may deliver Tenant a material noncompliance notice stating that if Tenant does not remedy the specified noncompliance(s) within 21 days after receipt of such notice, then if such noncompliance is remediable, this Lease will terminate 30 days after Landlord has delivered Tenant such notice.
- c. Repeat Violations. If Tenant has received a prior written notice that required Tenant to remedy a breach, and Tenant remedied such breach, if Tenant commits a subsequent breach of a like nature as the prior breach, Landlord may deliver Tenant a 30 day termination notice for such repeat violation. Such notice must reference the prior breach of a like nature and state that the Lease will terminate in 30 days for the reasons stated therein without allowing Tenant an opportunity to remedy such subsequent breach.
- d. Nonremediable Violations/Criminal Acts. If Tenant commits a material noncompliance that is not remediable, Landlord may deliver Tenant a termination notice stating that this Lease will terminate in 30 days for the reasons stated therein without allowing Tenant an opportunity to remedy such breach. If a breach of Tenant obligations under Virginia law or this Lease involves or constitutes a criminal or willful act that is not remediable and that poses a threat to health or safety, Landlord may terminate this Lease immediately by delivering Tenant notice. Tenant and any other persons in or about the Dwelling Unit with consent of Tenant, including but not limited to members of the family, guests, invitees or Occupants, shall not engage in criminal activities or activities intended to facilitate criminal activities including any illegal drug-related activity on the Dwelling Unit and any area of the Premises, including common areas and streets, involving a controlled substance (as defined in Section 54.1-3401 of the Code of Virginia) or any activity that involves or constitutes a criminal or willful act that also poses a threat to health and safety. "Illegal drug-related activity" means the illegal manufacture, sale, distribution, use or possession with intent to manufacture, sell, distribute or use of a controlled substance. Neither Tenant, guests, invitees or Occupants of Tenant may engage in the manufacture, sale or distribution of illegal drugs at any location, whether on the Premises or otherwise. Neither Tenant, guests or invitees or Occupants of Tenant may engage in acts of violence or threats of violence, including, but not limited to the unlawful discharge of firearms in the Dwelling Unit or on or near the Premises. A single violation of any of these provisions shall constitute a non-remediable violation of the Lease and justification for termination thereof. Criminal conviction is not required in order for Landlord to terminate this Lease. Nothing herein shall be construed to limit any remedies available under Virginia law for any criminal offenses committed by Tenant, guests, invitees or Occupants of Tenant.
- e. Material Noncompliance by Tenant Which Can Be Remedied by Repairs, Cleaning or Replacement. If Tenant commits a material noncompliance that can be remedied by repair, cleaning or replacement, Landlord shall deliver deliver Tenant notice specifying the breach and stating that Landlord will enter the Dwelling Unit and perform the work. Once the work is complete, Landlord will deliver an itemized bill to Tenant for the work, and such amounts are due as Rent on the next Rent due date, or if this Lease is terminated, immediate payment is due.
- f. Remedies Available to Landlord Upon Termination of Lease. In the event of a breach of the Lease or noncompliance by Tenant, Landlord shall be entitled to recover from Tenant the following, regardless of whether or not a lawsuit is filed or an order obtained from a court, amounts as contracted for in the Lease including: (i) Rent due and owing (through the month of the court date if a lawsuit is pending); (ii) other charges and fees; (iii) late charges, (iv) reasonable attorney's fees in accordance with Section 26 of this Lease, unless in a court action the Tenant proved by a preponderance of the evidence that Tenant's failure to pay rent or vacate was reasonable; (v) costs of the proceeding as provided by law if a court action has been filed; and (vi) damages to the Dwelling Unit or Premises.
- g. Family abuse. If a Tenant is a victim of family abuse as defined in the VRLTA, and the perpetrator is barred from the Dwelling Unit pursuant to Section 55.1-1246 of the VRLTA based upon information provided by Tenant to Landlord, or by a protective order issued by a court of competent jurisdiction, Landlord may not terminate this Lease due solely by an act of family abuse against a Tenant. However, the provisions of the preceding sentence shall not apply if: (i) Tenant fails to provide Landlord, not later than 21 days after the alleged offense, with written documentation corroborating Tenant's status as a victim of family abuse and the

exclusion of the perpetrator from the Dwelling Unit and the Premises; or (ii) the perpetrator returns to the Dwelling Unit in violation of the bar notice, and Tenant fails to so notify Landlord with 24 hours, subject to the provisions of the VRLTA.

- 21. UNLAWFUL DETAINERS; ACCEPTANCE OF RENT WITH RESERVATION.** Landlord may accept full or partial payment of all Rent and receive an order of possession from a court of competent jurisdiction pursuant to an unlawful detainer action filed under Section 8.01-374 *et seq.* of the Code of Virginia, and proceed with eviction. Such notice shall be included in a written termination notice given by Landlord to Tenant under Section 55.1-1245 or in a separate written notice given by Landlord to Tenant within five business days of receipt of Rent. Subsequent to the entry of an order of possession by a court of competent jurisdiction but prior to eviction, provided that notice of acceptance was given by Landlord in a separate written notice given by Landlord to Tenant within five business days of receipt of such payment, Landlord may accept all amounts owed to Landlord by Tenant, including full payment of any money judgment, award of attorney fees and court costs, and all subsequent Rents that may be paid prior to eviction, and proceed with eviction. Writs of possession in cases of unlawful entry and detainer are otherwise subject to Section 8.01-471 of the Code of Virginia. In cases of unlawful detainer, Tenant may pay Landlord or Landlord's attorney, or pay into court all: (i) Rent due and owing through the month of the court date as set forth in the Lease, (ii) other charges and fees set forth in the Lease, (iii) late charges specified in the Lease, (iv) reasonable attorney fees as set forth in the Lease or as provided by law, and (v) costs of the proceeding as provided by law, at which time the unlawful detainer proceeding shall be dismissed. Tenant may invoke the rights granted in this paragraph no more than one time during any 12-month period of continuous residency in the dwelling unit, regardless of the term of the Lease or any renewal thereof.
- 22. NO WAIVER.** If Landlord waives a noncompliance or breach of the Lease or law by Tenant, such waiver shall not be construed as a waiver of any subsequent breach of noncompliance or breach, and this Lease shall continue in full force and effect.
- 23. SUBORDINATION.** Tenant agrees that this Lease is subordinate to the lien of any existing or future deeds of trust or mortgages placed on the Dwelling Unit and Premises, and Tenant agrees to execute whatever additional agreements may be required to so subordinate this Lease. Landlord reserves the right to assign any of Landlord's rights under this Lease at any time.
- 24. SEVERABILITY.** If any provisions of this Lease violate law or equity, the remaining provisions shall remain in full force and effect.
- 25. DISCRIMINATION.** Landlord and Agent shall not discriminate against Tenant in the provisions of services or in any other manner on the basis of any protected class under federal, state or local fair housing law or regulations, or the REALTOR® Code of Ethics.
- 26. REASONABLE ATTORNEY'S FEES/COSTS OF COLLECTION.** If as a result of Tenant's noncompliance with, or a breach of this Lease or the law, Landlord employs an attorney at law, regardless of whether a lawsuit is filed, Tenant agrees to pay Landlord's reasonable attorney's fees and costs in all courts of competent jurisdiction at all tribunal levels, as well as any and all costs recoverable under Virginia law.
- 27. RULES AND REGULATIONS.** Tenant shall abide by any rules and regulations adopted by Landlord applicable to the Dwelling Unit and the Premises, including any and all revisions delivered by Landlord to Tenant, and any rules of any property or homeowner, or similar association in which the Dwelling Unit is located.
- 28. HOLDOVER TENANT.** If Tenant remains in possession of the Dwelling Unit after the required departure date following the termination of this Lease, Tenant will be liable for the following damages sustained by Landlord, or Agent: (i) actual damages which include but not are limited to, holdover rent equal to the Per Diem Rent set forth in section 1(h) multiplied by the number of days Tenant stays in possession of the Dwelling Unit after the vacating date, and storage, hotel, meals, mileage, etc., payable by Landlord to the new tenant or (ii) liquidated damages equal to one-hundred and fifty percent (150%) (or one-hundred percent (100%) for any HUD property) of the Per Diem Rent, multiplied by the number of days Tenant stays in possession of the Dwelling Unit after the vacating date; and (iii) reasonable attorney's fees and court costs. In addition, if Tenant remains in the Dwelling Unit after termination or expiration of the Lease and no new Lease is entered into, the terms of the Lease shall remain in effect, except that the amount of rent shall be either as provided in the terminated Lease, or as provided by Landlord in a written notice to Tenant. Such new Rent amount shall take effect on the next Rent due date following 30 days after the notice. Nothing herein shall be deemed to create a right on the part of Tenant to holdover after the required departure date.
- 29. MODIFICATION, APPLICABLE LAW AND SUCCESSORS.** This Lease and any and all addenda, exhibits or amendments hereto constitute the entire agreement among the parties, and may not be modified or amended except by written instrument executed by Landlord and Tenant. This Lease shall be construed, interpreted and applied according to Virginia law and it shall be binding upon and inure to the benefit of the heirs, personal representatives,

successors, assignees, and subtenants of the parties.

30. STATUTORY NOTICE TO TENANT. Tenant shall exercise whatever due diligence Tenant deems necessary with respect to information concerning sex offenders registered under Chapter 23 (sec 19.2-387 et seq.) of Title 19. Such information may be obtained by contacting the local police department or the Department of State Police, Central Records exchange at (804) 674-2000 or <http://sex-offender.vsp.virginia.gov/sor/>.

31. BANKRUPTCY. Subject to the requirements of the Bankruptcy Code, in the event the Tenant is adjudicated as bankrupt, (or makes an assignment for the benefit of creditors), this Lease, at the option of the Landlord, shall terminate upon 30 days written notice and the Dwelling Unit shall be surrendered to the Landlord, who reserves the right to repossess the Dwelling Unit subject to the applicable provisions of law.

32. NON-BINDING MEDIATION. In an effort to avoid the expense and delay of litigation, the parties agree to submit any disputes or claims arising out of this Lease, including those involving the Landlord's Broker or the Tenant's Broker, to mediation prior to instituting litigation. Such mediation will be **non-binding**, that is, no party will be obligated to enter into any settlement arising out of mediation unless that settlement is satisfactory to that party. Any settlement the parties enter into will be binding, but if the parties are not able to reach agreement on a settlement, they may resort to arbitration or litigation as if the mediation had never taken place. The mediation will be performed by a mutually agreeable mediator or mediation service in the area. This agreement to mediate does not apply to foreclosure, unlawful detainer (eviction), mechanics lien, probate, or license law actions. Judicial actions to provide provisional remedies (such as injunctions and filings to enable public notice of pending disputes) are not violations of the obligation to mediate and do not waive the right to mediate. Mediation fees, contained in the mediator's fee schedule, will be divided equally among parties and will be paid before the mediation conference.

33. OTHER SPECIFIC PROVISIONS:

- Addendum #1 shall be made a part of this lease

- Tenant shall not make any changes to the exterior of the Premises, install any exterior lights, decorations, balloons, flags, pennants, banners, or painting, or erect or install any signs, windows or door lettering, placards, decorations, or advertising media of any type which can be viewed from the exterior of the Premises, without Landlord's prior written consent.

- Renters liability program and all charges associated may be removed if tenant provides a renters insurance policy

- Second Nature charges may be removed upon signing of an opt-out form (provided upon request)

34. OPTIONAL PROVISIONS (to be initialed by Tenant if checked):

☒ **LEAD-BASED PAINT.** The Premises were constructed prior to 1978, and housing built before 1978 may contain lead-based paint. Lead from paint, paint chips, and dust can pose health hazards if not maintained properly. Lead exposure is especially harmful to young children and pregnant women. The Lead Based Paint Disclosure and EPA information book "Protect Your Family from Lead in Your Home" are attached hereto and made a part hereof, which shall be acknowledged by Tenant prior to occupancy of the Dwelling Unit.

Tenant _____ Tenant _____ Tenant _____ Tenant _____

☐ **DEFECTIVE DRYWALL.** Tenant recognizes and acknowledges that prior to execution of this Lease, Tenant has received a written disclosure that the Dwelling Unit contains "defective drywall," as defined in Section 36-156.1 of the Code of Virginia.

Tenant _____ Tenant _____ Tenant _____ Tenant _____

☐ **ASBESTOS.** Landlord hereby discloses any information known by Landlord regarding the location of asbestos actually known to exist in the Dwelling Unit.

Tenant may not disturb in any manner any areas noted above.

Tenant _____ Tenant _____ Tenant _____ Tenant _____

☐ **NOISE ZONE OR ACCIDENT POTENTIAL ZONE.** Tenant recognizes and acknowledges that prior to execution of this Lease, Tenant received a written disclosure that the Dwelling Unit is located in a noise zone or accident potential zone, or both, as pursuant to Section 55.1-1217 of the Code of Virginia.

Tenant _____ Tenant _____ Tenant _____ Tenant _____

☐ **DIPLOMATS.** This Lease is void if the Tenant is the head of a diplomatic mission or a member of the diplomatic staff of a mission, or a family member of a diplomatic staff of a mission, or administrative and technical staff or their family which entitled them to the diplomatic immunity accorded to such persons under the Vienna Convention on Diplomatic Relations **unless** the diplomatic immunity accorded by law has been waived in writing by an authorized representative of the sending government. Tenant represents to the Landlord that he/she is such a person.

Tenant _____ Tenant _____ Tenant _____ Tenant _____

☐ **GUARANTOR.** If this box is checked, Tenant and Landlord agree that _____ ("Guarantor") guarantees this lease per the attached Guaranty of Lease Form.

Tenant _____ Tenant _____ Tenant _____ Tenant _____

35. **AGENCY RELATIONSHIP.** Agent ☒ is OR ☐ is not managing agent, with full and complete authority to engage in all aspects of the business of the management of the Dwelling Unit, and to act for Landlord in all respects which relate to this Lease. In consideration of Agent's procuring Tenant as a tenant in the Dwelling Unit and the negotiation of this Lease, Landlord has agreed to pay Agent a leasing fee of \$600, which fee shall be separate from any management fee paid to Agent. This fee is earned when this Lease is executed, and is payable on all Rent during the original term, any renewals, extensions, expansions, replacements, relocations, or new leaseings between Landlord and Tenant or its successors and assigns. No sale of the Dwelling Unit or the Premises shall release Landlord or its successor or assigns from the obligations set forth herein. Agent shall have the right to collect all Rent due hereunder so that its fees and commissions may be paid in installments as the Rent is received and retained by Agent before remitting the Rent (less such fees or commissions) to Landlord; but if any act be done to deprive Agent of its right to collect the Rent, then the entire amount of its fees and commissions earned but then unpaid shall, at Agent's option, become immediately due and payable. In addition to this fee or any other fee payable to Agent hereunder, Landlord has agreed to pay Agent a sales fee equal to n/a if the Dwelling Unit or the Premises is sold during the Term of this Lease or any renewals or extensions thereof or within 180 days after the termination of this Lease to Tenant or to any entity affiliated with, controlled by or under joint ownership or control with Tenant or any of its owners or principals. This provision does not grant Tenant any right to purchase the Dwelling Unit or the Premises, nor does it authorize Agent to offer such property for sale. In the event Agent receives a mortgage default, foreclosure or similar notice from any lender affecting the Dwelling Unit or Premises, Agent shall deliver such notice to Tenant, unless such notice was delivered by Tenant to Agent.

36. **WAIVER OF HOMESTEAD EXEMPTION.** Tenant expressly waives the benefit of the homestead exemption laws of the Commonwealth of Virginia.

37. **ELECTRONIC SIGNATURES.** / If this Section is initialed by both parties, then in accordance with the Uniform Electronic Transactions Act (UETA) and the Electronic Signatures in Global and National Commerce Act, or E-Sign, regarding electronic signatures and transactions, the parties do hereby expressly authorize and agree to the use of electronic signatures as an additional method of signing and/or initialing this Lease Agreement and any addenda or amendments. The parties hereby agree that either party may sign electronically by utilizing an electronic signature service.

38. **WIRE FRAUD ALERT.** Criminals are hacking email accounts of real estate agents, title companies, settlement attorneys, and others, resulting in fraudulent wire instructions being used to divert funds to the account of the criminal. Tenant is advised to not wire any funds without personally speaking with the intended recipient of the wire to confirm the routing number and the account number. Tenant should not send personal information such as Social Security numbers, bank account numbers, and credit card numbers except through secured email or personal delivery to the intended recipient.

IN WITNESS WHEREOF, the parties have executed this Lease:

Tenant:

Date / Signature

Date / Signature

Date / Signature

Date / Signature

Tenant's Broker:

Date / Signature

Landlord (or duly authorized agent):

Date / Signature

Date / Signature

Date / Signature

Date / Signature

Landlord's Broker

11/12/2020

Date / Signature

COPYRIGHT©2020 by Virginia REALTORS®. All rights reserved. Only for use by members in good standing of Virginia REALTORS®.



VIRGINIA REALTORS®

ADDENDUM TO Lease

This ADDENDUM which is attached to and made a part of the Lease
 (the "Agreement") dated October 30, 2020, between _____
 _____ ("Landlord") and _____
 ("Tenant") for the Property, whose address is: _____

This Addendum provides as follows:

A. As a condition of our lease, and during its duration, we require all residents to carry Liability Insurance of \$100,000 for damages caused to the property resulting from the resident's action or inaction. To satisfy this lease requirement, you have two options:

Option 1: Do nothing and you will be automatically enrolled in our Resident Liability (RL) Insurance Program:

This is an easy, convenient, and low cost way to meet your lease requirement but does not cover your personal belongings. You pay the monthly premium together with rent. Cost: \$12.95/month

Option 2: Purchase Renters Insurance from a licensed agent and provide proof of coverage to Agent

B. Tenant is responsible for replacing all A/C and heating system filters at the property on a quarterly basis. The only filters to be used at the property will be provided by Second Nature at a cost to the Tenant of \$10/mo., and will be mailed directly to the property approximately every 90 days. Tenant shall properly install the filter within two (2) days of receipt. Tenant hereby acknowledges that the filters are dated to verify replacement and are subject to inspection by Landlord upon reasonable notice. If at any time Tenant cannot properly or timely install a filter, Tenant shall immediately notify Landlord in writing. Tenant's failure to properly and timely replace the filters is a material breach of this agreement and Landlord shall be entitled to exercise all rights and remedies it has against Tenant and Tenant shall be liable to Landlord for all damages to the A/C and/or heating system. Tenant may also opt-out of Second Nature by signing an Opt-Out form at anytime during their occupancy.

C. Tenant responsible for mowing the lawn and removing the leaves and weeds from the flower beds. Landlord responsible for bushes, shrubs and trees.

D. Tenant responsible for trash removal.

E. Upon vacating the Dwelling Unit, Tenant shall have the carpet professionally cleaned with a receipt delivered to Broker/Agent. Tenant must wipe down baseboards, doorknobs, and light switches; dust ceiling fixtures; wash the windows; and thoroughly cleaning appliances. Patch nail and tack holes with a small amount of spackle, Erase scuff marks on walls and floors with a melamine foam eraser, aka a Magic Eraser. Rub a walnut over scratches in wood floors, or fill them in with a wood marker that matches the floor color. Replace anything you may have temporarily removed. Go through each room and closet, replacing any light bulbs that no longer illuminate.

F. Smoking inside the Dwelling Unit is strictly prohibited.

G. Tenants may not use screws or nails larger than 121/2 gauge to hang decorations on the wall. Tenants are further responsible for spackling and repainting (in the original paint) all drywall holes created by wall hangings. Failure to do will result in a deduction from Tenant's security deposit.

H. The Damage Addendum is not a part of this lease and Tenant is responsible for any repair or damage at the cost to repair or replace the damaged item plus a 20% administrative fee.

I. Security deposit may be replaced with a policy from Rhino. In this case no security deposit will be held.

J. UTILITIES. Tenant will pay all connection fees, service fees, usage fees, and all other costs and fees for all utilities to the Property (for example, electricity, gas, water, wastewater, garbage, telephone, alarm monitoring systems, cable, and Internet connections) except the following which Landlord will pay: landscaping.

RUBs will be used as necessary to divide utility cost among non-sub-metered units. Any utilities and services other than the Landlord-Provided Utilities (each, a "Resident Utility", and collectively, the "Resident Utilities") which are available to the Unit shall be separate from the Lease Amount and payable by Resident of the Unit as provided herein. Resident shall be responsible to keep their account with utilities active for at least 3 days past their lease end date.

K. If any Tenant under a lease agreement during the term of this contract should express a desire for early termination of the lease agreement, Agent and Owner agree to the following: Tenant shall agree to pay all rents due according to the in-force lease agreement until a new Tenant has moved into the property; thereby maintaining rental fee continuity to Owner. Tenant will agree to allow PMI to list the property and provide access to the property for perspective renters. Agent shall, with consent from Owner, utilize the Tenant's security deposit to make any necessary repairs to prepare the Property for re-rental. Agent will collect the full Procurement Fee from the Tenant from the remaining value of the Tenant's Security Deposit or if the remaining value of the Security Deposit is deficient, collect the remaining Procurement Fee from Tenant. Owner will not be obligated to pay Agent for Procurement Fee in the event of an early lease termination.

Tenant:

_____/_____
DATE SIGNATURE

_____/_____
DATE SIGNATURE

_____/_____
DATE SIGNATURE

_____/_____
DATE SIGNATURE

LANDLORD (or duly authorized agent):

11/12/2020 /_____
DATE SIGNATURE

_____/_____
DATE SIGNATURE

_____/_____
DATE SIGNATURE

_____/_____
DATE SIGNATURE

This contract is for use by _____ Use by any other party is illegal and voids the contract.



VIRGINIA ASSOCIATION OF REALTORS® PET ADDENDUM

(This is a legally binding contract; if not understood, seek competent advice before signing.)

This Addendum to the Residential Lease (the "Pet Addendum") is made by and between _____
("Landlord"), and _____
("Tenant"), and _____ ("Landlord's
Agent"), dated 10/30/2020 for property described as _____

Landlord hereby grants permission for Tenant to keep the animal(s) described below in the dwelling unit described above and on the premises (for purposes of this Pet Addendum, collectively, the "Dwelling Unit") and only upon the terms and conditions as set forth herein:

1. Tenant may keep the following animal(s) (which are collectively referred to in this Pet Addendum as a "pet") in the Dwelling Unit:

Pet 1:

Breed of Animal _____ Type _____ Color _____

Weight _____ Name of Animal _____

Tenant further understands that the weight is not to exceed _____ pounds fully grown.

Pet 2:

Breed of Animal _____ Type _____ Color _____

Weight _____ Name of Animal _____

Tenant further understands that the weight is not to exceed _____ pounds fully grown.

2. Tenant shall pay the amounts set forth in the Lease as "Pet Rent," and the "Non-refundable Pet Fee," and the "Pet Deposit," which shall be due and payable in accordance with the terms of the Lease.
3. If, in the sole determination of the Landlord, the pet has not caused damage to the Dwelling Unit, the Pet Deposit, less \$ N/A, or the fee charged for extermination at the time Tenant vacates the Dwelling Unit, shall be returned to Tenant at the time the Security Deposit (which includes Pet Deposit) under the Lease is returned. If damages have been caused by the pet, Tenant agrees to reimburse Landlord for any and all such damages to the exterior or interior of the Dwelling Unit and to accept all liability and responsibility for the acts of the pet. The Pet Deposit will be disbursed upon termination of the lease term as described herein, even if a pet dies or is permanently removed from the Dwelling Unit at an earlier date. Except as otherwise specifically stated in this section, the Pet Deposit will be disbursed in accordance with the terms of the Lease.
4. Tenant hereby designates _____, who is _____, as a person responsible to care for the pet if Tenant cannot be contacted by Landlord, or Tenant fails to, or becomes unable to, properly care for the pet, and can be reached at the following phone numbers:

E-Mail: _____ Cell: _____ Work: _____

If the person designated herein fails to act in a timely fashion or fails to properly comply with respect to the pet after notice by Landlord, Landlord reserves the right to act in accordance with the provisions of this Addendum or as otherwise provided in the Lease.

5. Tenant further agrees to assume all liability and responsibility for any and all damages caused by said pet, including, but not limited to, cost of having all carpeting cleaned by a professional carpet cleaner and/or the cost of having carpeting repaired or replaced, to pay the cost of having the Dwelling Unit de-fleaed and de-ticked by a professional exterminator at the termination of the Lease and vacation of the Dwelling Unit, and to provide paid receipts of such service.
6. Permission to keep the pet in the Dwelling Unit may be revoked at any time if Tenant fails to comply with any provisions of the Pet Addendum, or Rules and Regulations, or in any way the pet becomes a nuisance, in the sole determination of Landlord.
7. If a violation of the Rules and Regulations or the Pet Addendum occurs, Landlord will proceed to take action as appropriate against Tenant in accordance with the terms of the Lease.

8. In addition to Landlord's right to make other inspections as provided in the Lease, if Landlord receives a written complaint alleging a pet violation, or otherwise has reasonable cause to believe a pet violation has occurred, Landlord may enter the Dwelling Unit after the giving of reasonable notice to Tenant. Any such inspection, unless in case of emergency, will be conducted during normal business hours.

In case of emergency, or if the pet becomes vicious, displays symptoms of severe illness, or demonstrates other behavior which constitutes an immediate threat to the health and safety as a whole, Landlord may enter the Dwelling Unit immediately, remove, or cause removal of, the pet and further take action with respect to the pet as is permissible under Virginia or local law. If Landlord places the pet in a facility or shelter, Tenant will be responsible for payment of all applicable costs and expenses. Landlord is authorized to take this action under this section only when Landlord requests the Tenant to take corrective action and the Tenant fails to do so in a timely fashion, when Landlord is unable to contact the Tenant after reasonable efforts to do so, or in cases of emergency in Landlord's sole determination. Landlord and Agent shall not be liable under any circumstances for any actions taken pursuant to this section. Tenant further hereby releases Landlord and Agent from any and all liability and agrees to indemnify Landlord and Agent from any claims, damages or losses whatsoever resulting from the Tenant maintaining the pet in the Dwelling Unit.

9. Pets shall be categorized as follows:

- a. Ordinary house pets shall include dogs, cats, caged domesticated birds, hamsters, gerbils, and guinea pigs, aquarium fish, small turtles and tortoises, so long as such animals are normally maintained in a terrarium or aquarium. Only ordinary house pets shall be permitted in the Dwelling Unit, subject to these guidelines.
- b. Unusual house pets are prohibited, and shall include without limitation, those animals not generally maintained in dwelling units such as large reptiles, snakes, anthropoids, felines other than domestic cats, canines other than dogs, rodents, mammals, birds, and other creatures other than those listed in subsection (a) above.

10. The number of ordinary house pets must be approved in advance and in writing by the Landlord. No other animal besides the pet expressly authorized by this Pet Addendum shall be allowed in the Dwelling Unit. If Tenant wishes to add another animal to the Dwelling Unit during the term of the Lease, Tenant must obtain prior approval for such pet in accordance with this Pet Addendum.
11. If the Dwelling Unit is part of an apartment community, pets may eliminate waste only in the areas defined as "Pet Areas." Pet owners are responsible for the immediate removal and proper disposal of pet waste on all portions of the property, including Pet Areas. Generally, Pet Areas are defined as follows:
- a. Areas away from buildings, walkways, patio areas, picnic and play areas, and the amenities area;
 - b. Any "dog run" that may be available at the apartment community; and
 - c. Such other areas defined by the Landlord.
12. If the Dwelling Unit is part of an apartment community, pets shall not be permitted upon the common areas of the property unless they are carried or leashed, or unless in a dog run. No leash may exceed six feet in length. No pet may be leashed to any stationary object on the common elements. Pets shall not be permitted in the pool or on the grounds contiguous to the pool.
13. If the Dwelling Unit is part of an apartment community and if pet runs are available, the dog is permitted to be without a leash within the specified area designated as a dog run. However, no Prohibited Dogs are allowed in the dog run at any time. Tenant shall remain with the dog in the dog run, and supervise the dog's conduct. Tenant is responsible for the conduct of the dog at all times while in the dog run.
14. If the Dwelling Unit is not part of an apartment community, Tenant is responsible for the immediate removal and proper disposal of pet waste on all portions of the property
15. Tenant shall ensure that the pet shall not bite, injure or harm any individual or other animal, and shall not disturb others or cause damage to the Dwelling Unit or the premises. If, in Landlord or Agent's opinion, the pet has injured or disturbed others, or has damaged property, Tenant must permanently remove the pet within 15 days (or sooner in the case of an emergency) of receiving written notice, and failure to do so shall constitute a violation of the Lease, and may subject Tenant to eviction. Tenant is responsible for any property damage, injury, or disturbances the pet may cause or inflict.
16. Commercial breeding of animals is prohibited.
17. All pets must have and display, as appropriate, evidence of all required registrations and inoculations.

18. Pets shall not be left unattended outside the Dwelling Unit.
19. Tenant shall not inflict or cause cruelty in connection with any pet.
20. Landlord reserves the right to require Tenant to maintain liability insurance for the pet identified in this Pet Addendum.
21. OTHER PROVISIONS:
- A. Tenant hereby agrees to pay an additional \$25 a month per pet towards their rent
- B. Tenant hereby agrees to pay an additional half months rent towards their refundable security deposit
- C. Tenant acknowledges that their renters insurance covers the type of pet in the dwelling

The Lease, including any other applicable addenda, as written, is all inclusive and binding to Landlord and Tenant, with the exception of the amendments and/or revisions contained herein.

IN WITNESS WHEREOF, the parties have executed the Pet Addendum on the dates reflected below:

Tenant:

_____/_____
Date Signature

_____/_____
Date Signature

_____/_____
Date Signature

_____/_____
Date Signature

Landlord (or duly authorized agent):

11/12/2020 /

_____/_____
Date Signature

_____/_____
Date Signature

_____/_____
Date Signature

_____/_____
Date Signature

COPYRIGHT© 2016 by the Virginia Association of REALTORS®. All rights reserved. This form may be used only by members in good standing with the Virginia Association of REALTORS®. The reproduction of this form, in whole or in part, or the use of the name "Virginia Association of REALTORS®, in connection with any other form, is prohibited without prior consent from the Virginia Association of REALTORS®.



Virginia Statement of Tenant Rights and Responsibilities as of July 1, 2020

This is a summary of tenants' rights and responsibilities under the Virginia Residential Landlord and Tenant Act. This summary does not modify your lease or Virginia law. A lease cannot give up a tenant's rights under the law. The information below is not intended as legal advice. Tenants with questions are encouraged to contact their local legal aid program at (866) 534-5234 or valegalaid.org/find-legal-help.

Tenant Rights

Applications:

Tenants may be charged a nonrefundable application fee of no more than \$50 (not including third party costs for a background check) and a refundable application deposit. If the tenant does not rent the unit, the application deposit must be returned, minus any actual costs or damages. (§55.1-1203)

Written lease:

Under the VRLTA, a landlord is required to provide a tenant a written lease. If a landlord fails to do so, the VRLTA still protects a tenant by establishing a statutory lease between landlord and tenant for 12 months not subject to automatic renewal. (§55.1-1204)

Disclosure:

A landlord must reveal certain information to the tenant, including any visible evidence of mold (§55.1-1215), the name and address of the owner or property manager (§55.1-1216) and notice of sale or foreclosure of the property. (§55.1-1216, 1237).

Security Deposit

A landlord may require a security deposit of up to two month's rent. Within five days of move in the tenant has a right to object to anything in the move-in report. The tenant also has a right to be present at a move-out inspection, which must be made within 2 hours of delivery of possession. (§§55.1-1214, 1222)

Receipts:

Upon request, a tenant is entitled to a written receipt of rent paid by cash or money order. Upon request, a tenant is entitled to a written statement of all charges and payments over the past 12 months. (§55.1-1204(D), (I))

Privacy:

A landlord may not release information about a tenant without consent, except under certain conditions, which are generally when tenant information is already public. (§55.1-1209)

Fit and Habitable Premises:

A tenant has the right to a fit and habitable rental unit in accordance with the Uniform Statewide Building Code. The landlord must make all repairs needed to keep premises fit and habitable. (§55.1-1220) To enforce the right to get repairs, a tenant must be current in rent, give the landlord written notice and wait a reasonable period. If repairs are not made, a tenant can file a Tenant's Assertion in General District Court. This must be filed no later than five days after rent is due. There is no rent withholding in Virginia, except under repair and deduct. (§55.1-1244)

Repair and Deduct:

If an issue on the property affects life, health, safety, or seriously affects habitability, and a landlord has not begun to address it within 14 days after written notice from the tenant, the tenant may contract to have the repair done by a licensed contractor at a cost of not more than \$1,500, or one month's rent, whichever is more. The tenant may deduct the actual cost of the repair from the rent. The tenant must send the landlord an itemized invoice and a receipt for payment to the contractor for the work, along with any payment of remaining rent owed. (§55.1-1244.1)

Eviction:

A landlord may not evict a tenant without following the court eviction process. The landlord first sends a written notice and next the landlord files an unlawful detainer lawsuit. The landlord must get a court order of possession, followed by a Writ of Eviction that is served by the Sheriff. (§§55.1-1245, 1252). A tenant not getting paid due to a federal shutdown of 14 or more days can get an eviction lawsuit for nonpayment of rent postponed for 60 days. (§44-209)

Redemption (Pay & Stay):

After an unlawful detainer lawsuit for nonpayment of rent is filed, a tenant has the right to pay to a zero balance on or before the court date and have the lawsuit dismissed. After a court issues a judgment of possession, a tenant has the right to pay to a zero balance up to two business days before the Sheriff's eviction and have the eviction cancelled. A tenant may use one of these rights only once in a 12-month period. (§55.1-1250)

Tenant Responsibilities**Rent:**

Unless the lease says otherwise, rent is due in equal payments each month on or before the first of each month. (§55.1-1204)

Late Fees:

If rent is not paid on time, the tenant must pay a late fee if the lease requires one. A late fee can be no more than 10% of the monthly rent, or 10% of the unpaid balance, whichever is less. (§55.1-1204(E))

Insurance:

A tenant may be required to have and pay for renter's insurance. A tenant also may be required to have and pay for damage insurance and/or a security deposit, but the total of both the damage insurance premiums and the security deposit may not exceed two months' rent. (§§55.1-1206, 1208)

Access:

A tenant must allow a landlord access to the unit at reasonable times and for practical purposes, including maintenance, inspection, or to provide services. A tenant must allow access unless the landlord's request is unreasonable. Unless impractical due to an emergency, the landlord must give 24-hours' notice of maintenance. If the tenant requests maintenance, notice is not required. (§55.1-1229)

Maintain Fit and Habitable Premises:

The tenant must keep the rental unit as clean and safe as conditions allow and in accordance with the Uniform Statewide Building Code. The tenant must promptly notify the landlord of visible mold and use reasonable efforts to prevent moisture and mold. The tenant must promptly notify the landlord of insects or pests and must not be at fault in failing to prevent insects or pests. (§55.1-1227)

Fair Housing:

The tenant may have a right to file a fair housing complaint if the landlord or property manager violates the Virginia Fair Housing Act. (§36-96.1 et seq)

COVID-19 Relief:

A tenant not getting paid due to the state of emergency declared by the Governor for the COVID-19 virus can get an eviction lawsuit for nonpayment of rent postponed for 60 days by showing up on their court date and providing written proof within 90 days after the Governor ends the declaration of emergency. (§44-209)



Acknowledgement of Receipt of Statement of Tenant Rights and Responsibilities

In accordance with [Section §55.1-1204](#) of the Code of Virginia, the undersigned parties hereby acknowledge that with respect to the dwelling unit known as:

_____ ,

the Landlord has provided to the Tenant and the Tenant has received the Statement of Tenant Rights and Responsibilities developed by the Virginia Department of Housing and Community Development and posted on its website (dhcd.virginia.gov/landlord-tenant-resources) pursuant to [Section §36-139](#) Code of Virginia.

Landlord Signature

Landlord Agent (if applicable)

Tenant Signature

Tenant Signature

Tenant Signature

Tenant Signature

Printed Name

Printed Name

Date

Date

Date

Date

Date

Date



VIRGINIA REALTORS® GUARANTY OF LEASE AGREEMENT

(This is a legally binding contract. If not understood, seek competent advice before signing.)

This Guaranty of Lease Agreement ("Guaranty") is made as of 10/30/2020, by _____
 _____ whose address is _____
 ("Guarantor"), on behalf of _____
 ("Tenant") in favor of _____ ("Landlord"),
 whose address is _____.

1. The "Lease" shall mean the Lease Agreement dated 10/30/2020, by and between Landlord and Tenant(s) for the property located at _____ and all extensions, renewals, amendments, supplements or modifications thereto.
2. Guarantor is hereby made party to the Lease for the express purpose of co-signing and guaranteeing the obligations of Tenant under the Lease. Guarantor is entering into the Guaranty on behalf of Tenant, with whom Landlord would not enter the Lease, if Guarantor did not execute the Guaranty.
3. In consideration of the execution of the Lease by Landlord and as a material inducement to Landlord to execute the Lease, Guarantor, by the execution of the Guaranty, does hereby jointly, severally, unconditionally and irrevocably guarantee the prompt and timely payment by Tenant of all rental payments and all other sums due and payable by Tenant to Landlord, under the Lease, and the full and faithful performance by Tenant of each and every one of the terms and conditions of the Lease.
4. It is expressly agreed and understood that the terms of the Lease may be altered, affected, modified or changed by agreement(s) by and between Landlord and Tenant, or by course of conduct, and the Lease may be subleased in accordance therewith, without the consent or notice to Guarantor; and that this Guaranty shall thereupon and thereafter guarantee the performance of the Lease as so modified, changed, altered, or subleased.
5. The Guaranty shall not be released, modified or affected by failure or delay on the part of Landlord and/or the Managing Agent to enforce any of the rights or remedies of Landlord under the Lease, whether pursuant to the terms and conditions thereof, or at law or in equity.
6. No notice, written or otherwise, need be given to Guarantor, it being specifically agreed and understood that the guarantee of Guarantor is a continuing guarantee under which Landlord may proceed forthwith and immediately against Tenant or against Guarantor, without proceeding against Tenant first, following any breach, material non-compliance under law, or default by Tenant; or for the enforcement of any rights or remedies which Landlord may have against Tenant, pursuant to, or under the terms and conditions of the Lease, the Virginia Residential Landlord and Tenant Act, or otherwise at law or in equity.
7. Service of process on any civil action brought by Landlord against Guarantor, either by way of warrant in debt, unlawful detainer, or otherwise shall be made at the following address: _____ and if service of process cannot be so obtained, Landlord shall have same issued to be served at the dwelling unit address of Tenant.
8. Guarantor has provided certain information to Landlord and/or Managing Agent by filling out a Rental Application. Guarantor agrees and understands that the Lease and the Guaranty has been entered into on the part of Landlord and/or the Managing Agent based upon representations contained in Guarantor's Rental Application. If any of the representations are found to be misleading, incorrect or untrue, Landlord and/or Managing Agent may immediately terminate the Lease, in its entirety, and notify Tenant to vacate the premises.
9. The term "Lease" includes the Lease Agreement and all addenda attached thereto, including but not limited to the Rules and Regulations, including all extensions, renewals, amendments, supplements or modifications thereto. Guarantor, by the execution of the Guaranty, does hereby acknowledge receipt of a complete copy of the Lease Agreement, of which this Guaranty is a part.
10. In the event any action or proceeding is brought to enforce this Guaranty and if Landlord is held entitled to recovery against Guarantor, Guarantor agrees to pay all costs and expenses of Landlord in connection with such action or

proceeding, including reasonable attorneys' fees. This Guaranty shall be binding upon Guarantor and its heirs, personal representatives, successors and assigns and shall inure to the benefit of Landlord and its successors and assigns. This Guaranty shall be interpreted under and enforced according to the laws of the Commonwealth of Virginia.

11. Unless otherwise defined herein, all capitalized terms shall have the same meaning as set forth in the Lease Agreement.
12. **ELECTRONIC SIGNATURES.** [REDACTED] / [REDACTED] If this Section is initialed by the Guarantor, then in accordance with the Uniform Electronic Transactions Act (UETA) and the Electronic Signatures in Global and National Commerce Act, or E-Sign, regarding electronic signatures and transactions, the Guarantor does hereby expressly authorize and agree to the use of electronic signatures as an additional method of signing and/or initialing this Guaranty and any addenda or amendments. .
13. **WIRE FRAUD ALERT.** Criminals are hacking email accounts of real estate agents, title companies, settlement attorneys, and others, resulting in fraudulent wire instructions being used to divert funds to the account of the criminal. Guarantor is advised to not wire any funds without personally speaking with the intended recipient of the wire to confirm the routing number and the account number. Guarantor should not send personal information such as Social Security numbers, bank account numbers, and credit card numbers except through secured email or personal delivery to the intended recipient.

Guarantor:

Date Signature

Date Signature

Date Signature

Date Signature

COPYRIGHT©2020 by Virginia REALTORS®. All rights reserved. This form may be used only by members in good standing of Virginia REALTORS®. The reproduction of this form, in whole or in part, or in the use of the name "Virginia REALTORS®", in connection with any other form, is prohibited without prior written consent of Virginia REALTORS®.



VIRGINIA REALTORS
DISCLOSURE OF INFORMATION AND ACKNOWLEDGMENT
LEAD-BASED PAINT AND/OR LEAD-BASED PAINT HAZARDS
(Lease)



This disclosure applies to the property(ies) in the City or County of charlottesville
 and is described as follows ("Dwelling Unit"):

Lead Warning Statement:

Housing built before 1978 may contain lead-based paint. Lead from paint, paint chips, and dust can pose health hazards if not managed properly. Lead exposure is especially harmful to young children and pregnant women. Before renting pre-1978 housing, landlords must disclose the presence of known lead-based paint and/or lead-based paint hazards in the dwelling. Tenants must also receive a federally approved pamphlet on lead poisoning prevention, available

at https://www.epa.gov/sites/production/files/2014-02/documents/lead_in_your_home_brochure_land_b_w_508_easy_print_0.pdf

Landlord's Disclosure (initial)

_____ (a) Presence of lead-based paint and/or lead-based paint hazards (check one below):

☐ Known lead-based paint and/or lead-based paint hazards are present in the housing (explain).

☐ Landlord has no knowledge of lead-based paint and/or lead-based paint hazards in the housing.

_____ (b) Records and reports available to the landlord (check one below):

☐ Landlord has provided tenant(s) with all available records and reports pertaining to lead-based paint and/or lead-based paint hazards in the housing (list document below).

☐ Landlord has no reports or records pertaining to lead-based paint and/or lead-based paint hazards in the housing.

Tenant(s)' Acknowledgment (initial)

_____ (a) Tenant(s) have received copies of all information listed above.

_____ (b) Tenant(s) have received the pamphlet "Protect Your Family from Lead in Your Home."

_____ (c) Tenant(s) will obtain prior written approval from the landlord prior to painting or disturbing any painted surfaces or making any other alterations. Further, tenant(s) shall notify landlord and agent in the event there is any chipped or peeling paint in the Dwelling Unit.

_____ (d) Tenant(s) acknowledge that compliance by landlord and agent with Section 8.01-226.7 of the Code of Virginia provides immunity from lawsuit for lead poisoning arising from the condition of the premises.

Agent's Acknowledgment (initial)

_____ (a) Agent has informed landlord of the landlord's obligations under 42 U.S.C. §4582d and is aware of agent's responsibility to ensure compliance, and has also informed landlord of landlord's rights and obligations under Section 8.01-226.7 of the Code of Virginia

_____ (b) Agent has complied with the provisions of Section 8.01-226.7 of the Code of Virginia.

If landlord and/or agent obtain new information or acquire actual knowledge concerning the presence of lead-based paint or lead-based paint hazards during the term of tenancy, landlord and agent shall notify tenant(s) of such new information and if the dwelling unit is part of a multifamily community, will notify all residents of the new information.

Landlord Date

Agent _____ 11/12/2020
Date

Tenant Date

Tenant Date

Tenant Date

Tenant Date

Copyright © 2020 by Virginia REALTORS®



Protect Your Family From Lead in Your Home



United States
Environmental
Protection Agency



United States
Consumer Product
Safety Commission



United States
Department of Housing
and Urban Development

Are You Planning to Buy or Rent a Home Built Before 1978?

Did you know that many homes built before 1978 have **lead-based paint**? Lead from paint, chips, and dust can pose serious health hazards.

Read this entire brochure to learn:

- How lead gets into the body
- How lead affects health
- What you can do to protect your family
- Where to go for more information

Before renting or buying

1978 home or apartment federal law require

- Sellers must disclose known information on lead-based paint or lead-based paint hazards before selling a house.
- Real estate sales contracts must include a specific warning statement about lead-based paint. Buyers have up to 10 days to check for lead.
- Landlords must disclose known information on lead-based paint or lead-based paint hazards before leases take effect. Leases must include a specific warning statement about lead-based paint.

If undertaking renovations, repairs, or painting (RRP) projects in your pre-1978 home or apartment:

- Read EPA's pamphlet, *The Lead-Safe Certified Guide to Renovate Right*, to learn about the lead-safe work practices that contractors are required to follow when working in your home (see page 12).



Simple Steps to Protect Your Family from Lead Hazards

If you think your home has lead-based paint:

- Don't try to remove lead-based paint yourself.
- Always keep painted surfaces in good condition to minimize deterioration.
- Get your home checked for lead hazards. Find a certified inspector or risk assessor at [epa.gov/lead](https://www.epa.gov/lead).
- Talk to your landlord about fixing surfaces with peeling or chipping paint.
- Regularly clean floors, windows and other surfaces.
- Take precautions to avoid exposure to lead dust when remodeling.
- When renovating, repairing, or painting, hire only EPA or state-approved Lead-Safe certified renovation firms.
- Before buying, renting, or renovating your home, have it checked for lead-based paint.
- Consult your health care provider about testing your children for lead. Your pediatrician can check for lead with a simple blood test.
- Wash children's hands, bottles, pacifiers, and toys often.
- Make sure children eat healthy, low-fat foods high in iron, calcium, and vitamin C.
- Remove shoes or wipe soil off shoes before entering your house.

Lead Gets into the Body in Many Ways

Adults and children can get lead into their bodies if they:

- Breathe in lead dust (especially during activities such as renovations, repairs, or painting that disturb painted surfaces).
- Swallow lead dust that has settled on food, food preparation surfaces, and other places.
- Eat paint chips or soil that contains lead.

Lead is especially dangerous to children under the age of 6.

- At this age, children's brains and nervous systems are more sensitive to the damaging effects of lead.
- Children's growing bodies absorb more lead.

Babies and young children often put their hands and other objects in their mouths. These objects can have lead dust on them.



Women of childbearing age should know that lead is dangerous to a developing fetus.

- Women with a high lead level in their system before or during pregnancy risk exposing the fetus to lead through the placenta during fetal development.

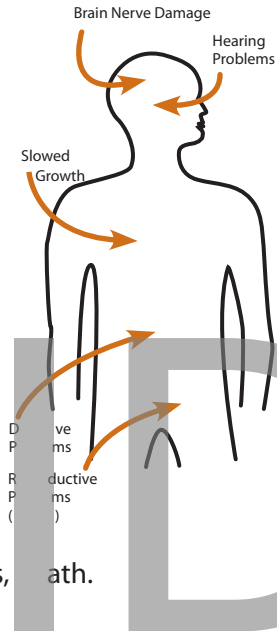
Health Effects of Lead

Lead affects the body in many ways. It is important to know that even exposure to low levels of lead can severely harm children.

In children, exposure to lead can cause:

- Nervous system and kidney damage
- Learning disabilities, attention-deficit disorder, and decreased intelligence
- Speech, language, and behavior problems
- Poor muscle coordination
- Decreased muscle and bone growth
- Hearing damage

While low lead exposure is most common, exposure to high amounts of lead can have a devastating effect on children, including seizures, unconsciousness, and in some cases, death.



Although children are especially susceptible to lead exposure, lead can be dangerous for adults, too.

In adults, exposure to lead can cause:

- Harm to a developing fetus
- Increased chance of high blood pressure during pregnancy
- Fertility problems (in men and women)
- High blood pressure
- Digestive problems
- Nerve disorders
- Memory and concentration problems
- Muscle and joint pain

Check Your Family for Lead

Get your children and home tested if you think your home has lead.

Children's blood lead levels tend to increase rapidly from 6 to 12 months of age, and tend to peak at 18 to 24 months of age.

Consult your doctor for advice on testing your children. A simple blood test can detect lead. Blood lead tests are usually recommended for:

- Children at ages 1 and 2
- Children or other family members who have been exposed to high levels of lead
- Children who should be screened based on your state or local health department's recommendations

Your doctor can explain what the test results mean and if more testing will be needed.

Where Lead-Based Paint Is Found

In general, the older your home or childcare facility, the more likely it has lead-based paint.¹

Many homes, including private, federally-assisted, federally-owned housing, and childcare facilities built before 1978 have lead-based paint. In 1978, the federal government banned consumer uses of lead-containing paint.²

Learn how to determine if paint is lead-based paint on page 7.

Lead can be found:

- In homes and childcare facilities in the city, country, or suburbs,
- In private and public single-family homes and apartments,
- On surfaces inside and outside of the house, and in soil around a home. (Soil can pick up lead from exterior paint or other sources, such as past use of leaded gas in cars.)

Learn more about where lead is found at [epa.gov/lead](https://www.epa.gov/lead).

¹ “Lead-based paint” is currently defined by the federal government as paint with lead levels greater than or equal to 1.0 milligram per square centimeter (mg/cm²), or more than 0.5% by weight.

² “Lead-containing paint” is currently defined by the federal government as lead in new dried paint in excess of 90 parts per million (ppm) by weight.

Identifying Lead-Based Paint and Lead-Based Paint Hazards

Deteriorated lead-based paint (peeling, chipping, chalking, cracking, or damaged paint) is a hazard and needs immediate attention. **Lead-based paint** may also be a hazard when found on surfaces that children can chew or that get a lot of wear and tear, such as:

- On windows and window sills
- Doors and door frames
- Stairs, railings, banisters, and porches

Lead-based paint is usually not a hazard if it is in good condition and if it is not on an interior or exterior surface like a window.

Lead dust can form when lead-based paint is scraped, sanded, or heated. Lead dust also forms when painted surfaces containing lead burn or rub together. Lead paint chips and dust can get on surfaces and objects that people touch. Settled lead dust can reenter the air when the home is vacuumed or swept, or when people walk through it. EPA currently defines the following levels of lead in dust as hazardous:

- 10 micrograms per square foot ($\mu\text{g}/\text{ft}^2$) and higher for floors, including carpeted floors
- 100 $\mu\text{g}/\text{ft}^2$ and higher for interior window sills

Lead in soil can be a hazard when children play in bare soil or when people bring soil into the house on their shoes. EPA currently defines the following levels of lead in soil as hazardous:

- 400 parts per million (ppm) and higher in play areas of bare soil
- 1,200 ppm (average) and higher in bare soil in the remainder of the yard

Remember, lead from paint chips—which you can see—and lead dust—which you may not be able to see—both can be hazards.

The only way to find out if paint, dust, or soil lead hazards exist is to test for them. The next page describes how to do this.

Checking Your Home for Lead

You can get your home tested for lead in several different ways:

- A lead-based paint **inspection** tells you if your home has lead-based paint and where it is located. It won't tell you whether your home currently has lead hazards. A trained and certified testing professional, called a lead-based paint inspector, will conduct a paint inspection using methods, such as:
 - Portable x-ray fluorescence (XRF) machine
 - Lab tests of paint samples
- A **risk assessment** tells you if your home currently has any lead hazard from lead in paint, dust, or soil. It also tells you what actions to take to address any hazards. A trained and certified testing professional, called a risk assessor, will:
 - Sample paint that is deteriorated on door, window, floors, stairs, and walls
 - Sample dust near painted surfaces and sample bare soil in the yard
 - Get lab tests of paint, dust, and soil samples
- A combination inspection and risk assessment tells you if your home has any lead-based paint and if your home has any lead hazards, and where both are located.



Be sure to read the report provided to you after your inspection or risk assessment is completed, and ask questions about anything you do not understand.

Checking Your Home for Lead, continued

In preparing for renovation, repair, or painting work in a pre-1978 home, Lead-Safe Certified renovators (see page 12) may:

- Take paint chip samples to determine if lead-based paint is present in the area planned for renovation and send them to an EPA-recognized lead lab for analysis. In housing receiving federal assistance, the person collecting these samples must be a certified lead-based paint inspector or risk assessor
- Use EPA-recognized tests kits to determine if lead-based paint is absent (but not in housing receiving federal assistance)
- Presume that lead-based paint is present and use lead-safe work practices

There are state and federal programs in place to ensure that testing is done safely, reliably, and effectively. Contact your state or local agency for more information, visit epa.gov/lead, or call **800-424-LEAD (5323)** for a list of contacts in your area.

³ Hearing- or speech-challenged individuals may access this number through TTY by calling the Federal Relay Service at 1-800-877-8339.

What You Can Do Now to Protect Your Family

If you suspect that your house has lead-based paint hazards, you can take some immediate steps to reduce your family's risk:

- If you rent, notify your landlord of peeling or chipping paint.
 - Keep painted surfaces clean and free of dust. Clean floors, window frames, window sills, and other surfaces weekly. Use a mop or sponge with warm water and a general all-purpose cleaner. (Remember: never mix ammonia and bleach products together because they can form a dangerous gas.)
 - Carefully clean up paint chips immediately without creating dust.
 - Thoroughly rinse sponges and mop heads often during cleaning of dirty or dusty areas, and again afterward.
 - Wash your hands and your children's hands often, especially before they eat and before nap time and bedtime.
- Keep painted areas clean. Wash bottles, pacifiers, toys, and stuffed animals regularly.
- Keep children from chewing window sills or other painted surfaces, or getting on soil.
- When renovating, repairing, or painting, hire only EPA- or state-approved Lead-Safe Certified renovation firms (see page 12).
 - Clean or remove shoes before entering your home to avoid tracking in lead from soil.
 - Make sure children eat nutritious, low-fat meals high in iron, and calcium, such as spinach and dairy products. Children with good diets absorb less lead.

Reducing Lead Hazards

Disturbing lead-based paint or removing lead improperly can increase the hazard to your family by spreading even more lead dust around the house.

- In addition to day-to-day cleaning and good nutrition, you can **temporarily** reduce lead-based paint hazards by taking actions, such as repairing damaged painted surfaces and planting grass to cover lead-contaminated soil. These actions are not permanent solutions and will need ongoing attention.
- You can minimize exposure to lead when renovating, repairing, or painting by hiring an EPA or state-certified renovator who is trained in the use of lead-safe work practices. If you do a do-it-yourself job, learn how to use lead-safe work practices in your home.
- To remove lead hazards permanently, you should hire a certified lead abatement contractor. (or permanent hazard control methods include removing, sealing, or enclosing lead-based paint with special materials. Just painting over the hazard with regular paint is not permanent control.



Always use a certified contractor who is trained to address lead hazards safely.

- Hire a Lead-Safe Certified firm (see page 12) to perform renovation, repair, or painting (RRP) projects that disturb painted surfaces.
- To correct lead hazards permanently, hire a certified lead abatement contractor. This will ensure your contractor knows how to work safely and has the proper equipment to clean up thoroughly.

Certified contractors will employ qualified workers and follow strict safety rules as set by their state or by the federal government.

Reducing Lead Hazards, continued

If your home has had lead abatement work done or if the housing is receiving federal assistance, once the work is completed, dust cleanup activities must be conducted until clearance testing indicates that lead dust levels are below the following levels:

- 40 micrograms per square foot ($\mu\text{g}/\text{ft}^2$) for floors, including carpeted floors
- 250 $\mu\text{g}/\text{ft}^2$ for interior windows sills
- 400 $\mu\text{g}/\text{ft}^2$ for window troughs

For help in locating certified lead abatement professionals in your area, call your state or local agency (see pages 14 and 15), or visit epa.gov/lead call 1-800 EAD.

VOID

Renovating, Repairing or Painting a Home with Lead-Based Paint

If you hire a contractor to conduct renovation, repair, or painting (RRP) projects in your pre-1978 home or childcare facility (such as pre-school and kindergarten), your contractor must:

- Be a Lead-Safe Certified firm approved by EPA or an EPA-authorized state program
- Use qualified trained individuals (Lead-Safe Certified renovators) who follow specific lead-safe work practices to prevent lead contamination
- Provide a copy of EPA's lead hazard information document, *The Lead-Safe Certified Guide to Renovate Right*



RRP contractors working in pre-1978 homes and childcare facilities must follow lead-safe work practices that:

Contain the work area. The area must be contained so that dust and debris do not escape from the work area. Warning signs must be put up, and plastic or other impermeable material and tape must be used.

- **avoid renovation methods that generate large amounts of lead-contaminated dust.** Some methods generate so much lead-contaminated dust that their use is prohibited. They are:
 - Open-flame burning or torching
 - Sanding, grinding, planing, needle gunning, or blasting with power tools and equipment not equipped with a shroud and HEPA vacuum attachment
 - Using a heat gun at temperatures greater than 1100°F
- **Clean up thoroughly.** The work area should be cleaned up daily. When all the work is done, the area must be cleaned up using special cleaning methods.
- **Dispose of waste properly.** Collect and seal waste in a heavy duty bag or sheeting. When transported, ensure that waste is contained to prevent release of dust and debris.

To learn more about EPA's requirements for RRP projects, visit epa.gov/getleadsafe, or read *The Lead-Safe Certified Guide to Renovate Right*.

Other Sources of Lead

Lead in Drinking Water

The most common sources of lead in drinking water are lead pipes, faucets, and fixtures.

Lead pipes are more likely to be found in older cities and homes built before 1986.

You can't smell or taste lead in drinking water.

To find out for certain if you have lead in drinking water, have your water tested.

Remember older homes with a private well can also have plumbing materials that contain lead.

Important Steps You Can Take to Reduce Lead in Drinking Water

- Use only cold water for drinking, cooking and making baby formula. Remember, boiling water does not remove lead from water. Before drinking, flush your home's pipes by running the tap, taking a shower, doing laundry, or doing a load of dishes.
- Regularly clean your faucet's screen (also known as an aerator)
- If you use a filter certified to remove lead, don't forget to read the directions to learn when to change the cartridge. Using a filter after it has expired can make it less effective at removing lead.

Contact your water company to determine if the pipe that connects your home to the water main (called a service line) is made from lead. Your area's water company can also provide information about the lead levels in your system's drinking water.

For more information about lead in drinking water, please contact EPA's Safe Drinking Water Hotline at 1-800-426-4791. If you have other questions about lead poisoning prevention, call 1-800 424-LEAD.*

Call your local health department or water company to find out about testing your water, or visit [epa.gov/safewater](https://www.epa.gov/safewater) for EPA's lead in drinking water information. Some states or utilities offer programs to pay for water testing for residents. Contact your state or local water company to learn more.

* Hearing- or speech-challenged individuals may access this number through TTY by calling the Federal Relay Service at 1-800-877-8339.

Other Sources of Lead, continued

- **Lead smelters** or other industries that release lead into the air.
- **Your job.** If you work with lead, you could bring it home on your body or clothes. Shower and change clothes before coming home. Launder your work clothes separately from the rest of your family's clothes.
- **Hobbies** that use lead, such as making pottery or stained glass, or refinishing furniture. Call your local health department for information about hobbies that may use lead.
- Old **toys** and **furniture** may have been painted with lead-containing paint. Older toys and other children's products may have parts that contain lead.⁴
- Food and liquids cooked or stored in **lead crystal** or **lead-glazed pottery or porcelain** may contain lead.
- Folk remedies, such as "**greta**" and "**carcon**," used to treat an upset stomach.

⁴ In 1978, the federal government banned toys, other children's products, and furniture with lead-containing paint. In 2008, the federal government banned lead in most children's products. The federal government currently bans lead in excess of 100 ppm by weight in most children's products.

For More Information

The National Lead Information Center

Learn how to protect children from lead poisoning and get other information about lead hazards on the Web at epa.gov/lead and hud.gov/lead, or call **1-800-424-LEAD (5323)**.

EPA's Safe Drinking Water Hotline

For information about lead in drinking water, call **1-800-426-4791**, or visit epa.gov/safewater for information about lead in drinking water.

Consumer Product Safety Commission (CPSC) Hotline

For information on lead in toys and other consumer products, or to report an unsafe consumer product or a product-related injury, call **1-800-638-2772**, or visit CPSC's website at cpsc.gov or saferproducts.gov.

State and Local Health and Environmental Agencies

Some state, tribes, and cities have their own rules related to lead-based paint. Check with your local agency to see which rules apply to you. Most agencies can also provide information on finding a lead abatement firm in your area, and on possible sources of financial aid for reducing lead hazards. Receive up-to-date address and phone information for your state or local contacts on the Web at epa.gov/lead, or contact the National Lead Information Center at **1-800-424-LEAD**.

Hearing- or speech-challenged individuals may access any of the phone numbers in this brochure through TTY by calling the toll-free Federal Relay Service at **1-800-877-8339**.

U. S. Environmental Protection Agency (EPA) Regional Offices

The mission of EPA is to protect human health and the environment. Your Regional EPA Office can provide further information regarding regulations and lead protection programs.

Region 1 (Connecticut, Massachusetts, Maine, New Hampshire, Rhode Island, Vermont)

Regional Lead Contact
U.S. EPA Region 1
5 Post Office Square, Suite 100, OES 05-4
Boston, MA 02109-3912
(888) 372-7341

Region 2 (New Jersey, New York, Puerto Rico, Virgin Islands)

Regional Lead Contact
U.S. EPA Region 2
2890 Woodbridge Avenue
Building 205, Mail Stop 22
Edison, NJ 08817-3679
(732) 906-6800

Region 3 (Delaware, Maryland, Pennsylvania, Virginia, West Virginia)

Regional Lead Contact
U.S. EPA Region 3
165 Arch Street
Philadelphia, PA 19103
(215) 814-2088

Region 4 (Alabama, Florida, Georgia, Kentucky, Mississippi, North Carolina, South Carolina, Tennessee)

Regional Lead Contact
U.S. EPA Region 4
AFC Tower, 12th Floor, Air, Pesticides & Toxics
61 Forsyth Street, SW
Atlanta, GA 30303
(404) 562-8998

Region 5 (Illinois, Indiana, Michigan, Minnesota, Ohio, Wisconsin)

Regional Lead Contact
U.S. EPA Region 5 (LL-17J)
77 West Jackson Boulevard
Chicago, IL 60604-3666
(312) 353-3808

Region 6 (Arkansas, Louisiana, New Mexico, Oklahoma, Texas, and 66 Tribes)

Regional Lead Contact
U.S. EPA Region 6
1445 Ross Avenue, 12th Floor
Dallas, TX 75202-2733
(214) 665-2704

Region 7 (Iowa, Kansas, Missouri, Nebraska)

Regional Lead Contact
U.S. EPA Region 7
11201 Renner Blvd.
Overland Park, KS 66204
(913) 223-0400

Region 8 (Colorado, Montana, North Dakota, South Dakota, Utah, Wyoming)

Regional Lead Contact
U.S. EPA Region 8
95 Wynkoop Street
Denver, CO 80202
(303) 312-6960

Region 9 (Arizona, California, Hawaii, Nevada)

Regional Lead Contact
U.S. EPA Region 9 (CMD-4-2)
75 Hawthorne Street
San Francisco, CA 94105
(415) 947-4280

Region 10 (Alaska, Idaho, Oregon, Washington)

Regional Lead Contact
U.S. EPA Region 10 (20-C04)
Air and Toxics Enforcement Section
1200 Sixth Avenue, Suite 155
Seattle, WA 98101
(206) 553-1200

Consumer Product Safety Commission (CPSC)

The CPSC protects the public against unreasonable risk of injury from consumer products through education, safety standards activities, and enforcement. Contact CPSC for further information regarding consumer product safety and regulations.

CPSC

4330 East West Highway
Bethesda, MD 20814-4421
1-800-638-2772
cpsc.gov or saferproducts.gov

U. S. Department of Housing and Urban Development (HUD)

HUD's mission is to create strong, sustainable, inclusive communities and quality affordable homes for all. Contact to office of Lead Hazard Control and Healthy Homes for further information regarding the Lead Safe Housing Rule, which protects families in pre-1978 assisted housing, and from the lead hazard control and research grant programs.

HUD

451 Seventh Street, SW, Room 8236
Washington, DC 20410-3000
(202) 402-7698
hud.gov/lead

This document is in the public domain. It may be produced by an individual or organization without permission. Information provided in this booklet is based upon current scientific and technical understanding of the issues presented and is reflective of the jurisdictional boundaries established by the statutes governing the co-authoring agencies. Following the advice given will not necessarily provide complete protection in all situations or against all health hazards that can be caused by lead exposure.

IMPORTANT!

Lead From Paint, Dust, and Soil in and Around Your Home Can Be Dangerous if Not Managed Properly

- Children under 6 years old are most at risk for lead poisoning in your home.
- Lead exposure can harm young children and babies even before they are born.
- Homes, schools, and child care facilities built before 1978 are likely to contain lead-based paint.
- Even children who seem healthy may have dangerous levels of lead in their bodies.
- Disturbing surfaces with lead-based paint or removing lead-based paint improperly can increase the danger to your family.
- People can get lead into their bodies by breathing or swallowing lead dust, or by eating soil or paint chips containing lead.
- People have many options for reducing lead hazards. Generally, lead-based paint that is in good condition is not a hazard (see page 10).

Tab E-32

From: [REDACTED]
To: [Niemeier, Todd](#); [REDACTED]
Subject: Supporting Documents for Case Rebuttal
Date: Monday, August 2, 2021 11:48:32 AM
Attachments: [history of lease signing 2.PNG](#)
[Screenshot 2021-05-04 144242.png](#)
[history of lease signing.PNG](#)
[lease that \[REDACTED\].pdf](#)
[lease agreementb1.pdf](#)

WARNING: This email has originated from **outside of the organization**. Do not click links or open attachments unless you recognize the sender and know the content is safe.

Hi Todd,

I'm attaching the screenshots we pulled in May. I haven't edited any of them, which I mention because one screenshot has personal information about my job contract on it. I would really like for that to be blacked out if the documents are shared. I look forward to speaking with you at 1 pm.

The documents attached show that there were two versions of the lease agreement which were both voided on November 12th. I think it demonstrates the confusion [REDACTED] and I had. I was able to pull and attach to the lease agreements as well. The one [REDACTED] has signed was the original document we had questions about. You can see the pet rent listed on page 2 of the lease conflicted with the rent presented in the pet addendum document page 20 which lists the pet rent as \$25. Page 2 of the document had a lot of fees which is what prompted our questions that [REDACTED] ignored and never answered.

Thank you so much for holding this. We appreciate you beyond words!

[REDACTED]

DocuSign: () Lease agreement Revised ⓘ

[Envelope ID](#)

From: ()

Last change on 11/12/2020 | 11:26:10 am

Sent on 11/12/2020 | 08:53:27 am

ⓘ **Voided** - tenants are unqualified

MOVE

MORE ▾

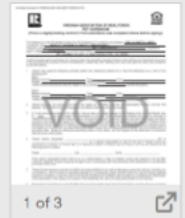


Recipients

COMPLETED

SIGNING ORDER

1	✓ ()		Signed on 11/12/2020 08:54:36 am Signed in location
CURRENT			
	()		Needs to Sign
2	()		Needs to Sign
	()		Needs to Sign Viewed on 11/12/2020 09:17:45 am
WAITING			
	()		Needs to Sign
3	()		Needs to Sign

Residential Le...
Pages: 15Addendum
Pages: 2Pet Addendum
Pages: 3

Tab E-33

From: [REDACTED]
To: [REDACTED]
Subject: Fwd: Still interested in [REDACTED] Charlottesville, VA 22902? We just reduced the rent.
Attachments: [REDACTED] [Reduced Rent Ad.pdf](#)

----- Forwarded message -----

From: [REDACTED] >
Date: Thu, Nov 12, 2020 at 9:34 AM
Subject: Still interested in [REDACTED] Charlottesville, VA 22902? We just reduced the rent.
To: [REDACTED]

Great news!

We just reduced the rent on a listing you're interested in. Please click the link below to see the reduced rent and schedule a showing:

[REDACTED]

Ready to rent? Fill out [REDACTED] now.

[REDACTED]
[REDACTED]

Already found a place? [REDACTED]

Tab E-34

From: [REDACTED]
To: [REDACTED]
Cc: [REDACTED]
Subject: Re: Lease & Reposting?
Date: Thursday, November 12, 2020 11:36:51 AM

[REDACTED]

We have never met you and the application does not ask about race. Shame on you. Do to our concern of false and inaccurate accusations, we have decided to withdraw the offer to lease this property. Best of luck.



On Nov 12, 2020, 11:21 AM -0500, [REDACTED] >, wrote:

Hi [REDACTED]

Can you help us understand the new lease that was sent as well as the reposting for this listing at a lower rate of \$1375?

This entire process has really just made [REDACTED] and I feel as though you don't want an interracial young couple living here and you'd rather keep the property vacant. There are a number of increased financial obligations that we find unfair and strange for leasing property in the Charlottesville area. Is there anyway your team would be willing to actually work with our family rather than continue to create barriers?

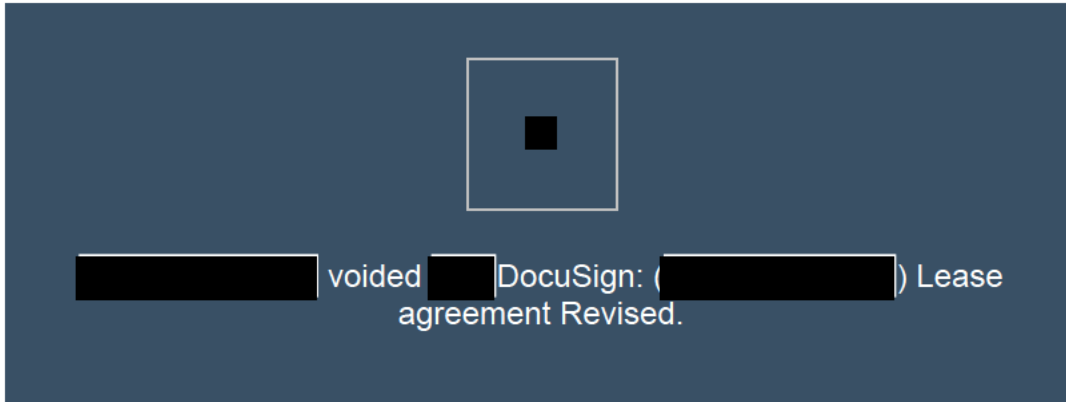
We've sent you three emails that have gone unanswered now, we'd really appreciate a response.

Thanks,

[REDACTED]

Tab E-35

From: [DocuSign NA3 System](#) on behalf of [REDACTED]
To: [REDACTED]
Subject: Voided: [REDACTED] DocuSign: ([REDACTED]) Lease agreement Revised
Date: Thursday, November 12, 2020 11:26:14 AM



[REDACTED] DocuSign: ([REDACTED]) Lease agreement Revised has been voided for the following reason:
tenants are unqualified

Powered by 

Envelope ID

27e6ea23-ba31-4d64-b527-f692fafc7419

Do Not Share This Email

This email contains a secure link to DocuSign. Please do not share this email, link, or access code with others.

About DocuSign

Sign documents electronically in just minutes. It's safe, secure, and legally binding. Whether you're in an office, at home, on-the-go -- or even across the globe -- DocuSign provides a professional trusted solution for Digital Transaction Management™.

Questions about the Document?

If you need to modify the document or have questions about the details in the document, please reach out to the sender by emailing them directly.

Stop receiving this email

[Report this email](#) or read more about [Declining to sign](#) and [Managing notifications](#).

If you are having trouble signing the document, please visit the [Help with Signing](#) page on our [Support Center](#).

 [Download the DocuSign App](#)

This message was sent to you by  who is using the DocuSign Electronic Signature Service. If you would rather not receive email from this sender you may contact the sender with your request.

Tab E-36

	1 Bed / 1 Bath Apartment (Unit 20) - Available Now [REDACTED] Charlottesville, VA 22901 Apartment - Available: Immediately	\$925.00 USD / Month Beds: 1 Baths: 1 VIEW DETAILS
---	--	---

	3 Bed / 1 Bath Duplex (Available Now)  Charlottesville, VA 22902 Duplex - Available:Immediately	\$1,375.00 USD / Month Beds: 3 Baths: 1 <a data-bbox="1564 966 1614 967" href="#">VIEW DETAILS
---	---	--


4 Bed / 3.5 Bath Townhome (Available 2/1/21)
\$2,460.00
USD / Month

 Charlottesville, VA 22902
 Townhouse - Available: 2/1/2021

Beds: 4 Baths: 3.5
 Let

Beds: 4 Baths: 3.5

 Let's chat

VIEW LISTING

Tab E-37

Book a Free Consultation

LOGIN

OUR SERVICES | BRAND PROMISE | OUR PROPERTIES | RESOURCES | REFERRALS | OUR OFFICE | BLOG

Name

Email

Phone #

Message

Move In

Immediately

SUBMIT

APPLY ONLINE

VIEW 3D TOUR

Tel:

Charlottesville, Virginia 22902
United States

Rent: \$1,375.00

Date Available: 7/20/2020

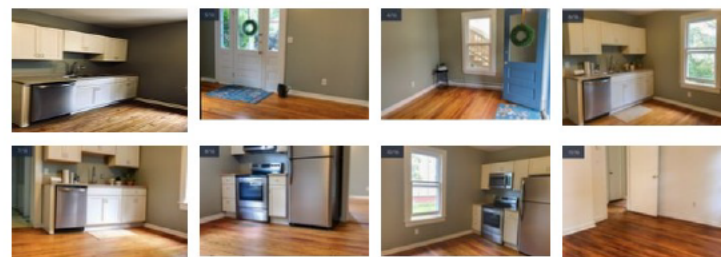
Size: 1020 SqFt

Property Type: Duplex

Beds: 3 | Baths: 1

Deposit: \$0.00

One months rent, or security deposit
can be replaced with Rhino policy
(sayrhino.com)



14 photos

Let's chat

End of File.

Attachment 11

[REDACTED]

Complainant

)

)

)

)

)

)

)

) OHR Case No. 2020-2

)

[REDACTED]

)

)

)

Respondent

)

POST-INVESTIGATION FILE

OHR Complaint No. 2020-2

Post-Investigation File

Attachments

- 1 – Representation Letter from J. Gonzales, April 22, 2022
- 2 – Rebuttal Letter from Respondent’s Counsel, December 20, 2022
- 3 – Independent Case Review and Determination, August 6, 2024
- 4 – Response to Determination from Respondent’s Counsel, September 6, 2024
- 5 – Director’s Response to Respondent’s Counsel, September 27, 2024

Attachment 1

JONATHAN W. GONZALEZ
JWGONZALEZ@GRSM.COM
DIRECT DIAL: 757-903-0875
DIRECT FAX: 757-401-6770

GORDON & REES
SCULLY MANSUKHANI
YOUR 50 STATE PARTNER®

ATTORNEYS AT LAW
5425 DISCOVERY PARK BOULEVARD SUITE 200
WILLIAMSBURG, VA 23188
WWW.GRSM.COM

April 22, 2022

BY ELECTRONIC MAIL (niemeier@charlottesville.gov)

Todd Niemeier, Director
Human Rights Commission
City of Charlottesville Office of Human Rights
P. O. Box 911
Charlottesville, VA 22902

Re: [REDACTED]
Case # 2020-2 EEOC Charge No. 438-2021-00646

Dear Mr. Niemeier:

Gordon Rees Scully Mansukhani, LLP has been retained to represent [REDACTED] and [REDACTED] in connection with the above-referenced complaint. Please direct all future correspondence and inquiries to my attention. I am currently in the process of gathering information and conferring with my client. I hope to respond to the mediation request shortly.

Please let me know if you have any questions or need additional information.

Sincerely,



Jonathan W. Gonzalez

JWG/dek

Attachment 2

JONATHAN W. GONZALEZ
JWGONZALEZ@GRSM.COM
DIRECT DIAL: 757-903-0875
DIRECT FAX: 757-401-6770

GORDON & REES
SCULLY MANSUKHANI
YOUR 50 STATE PARTNER®

ATTORNEYS AT LAW
5425 DISCOVERY PARK BLVD, STE 200
WILLIAMSBURG, VA 23188
WWW.GRSM.COM

December 20, 2022

VIA U. S. MAIL AND EMAIL

Attn: Todd Niemeier
City of Charlottesville
Human Rights Commission & Office of Human Rights
P.O. Box 911
Charlottesville, Virginia 22902
niemeier@charlottesville.gov

Re: [REDACTED] v. [REDACTED]
Case #2020-2

Dear Mr. Niemeier:

As you know, our firm represents the respondent, [REDACTED] as well as the respondent's principal, [REDACTED] in connection with Case #2020-2 filed by [REDACTED] pending in the Charlottesville Human Rights Commission ("Commission"). This matter was referred to mediation on March 16, 2022, and mediation occurred on October 27, 2022. Unfortunately, the parties have been unable to resolve this matter through mediation. As such, [REDACTED] and [REDACTED] request that the Commission proceed to evaluate whether probable cause exists to believe a violation of Article XV of the Charlottesville Code has occurred. Specifically, [REDACTED] and [REDACTED] ask the Commission to find that no probable cause exists as the investigative report provides no basis for a finding that [REDACTED] or [REDACTED] discriminated against [REDACTED] on the basis of her race.

Pursuant to Section 2-437 of the Charlottesville Human Rights Ordinance (generally, the "Ordinance"), upon the Commission's determination that an alleged practice falls within the City's enforcement jurisdiction, the Director must conduct an initial fact-finding inquiry and then take further action to either dismiss the complaint, recommend mediation, or conduct a formal investigation. See Charlottesville Code § 2-437(c). After a formal investigation concludes, "the director shall render a written determination of whether there is probable cause to believe a violation of this article has occurred, and the facts supporting such determination." *Id.* The Commission has not yet made such a determination; however, based on the facts presented in the investigative report and generally-accepted tenants of law applicable to claims of discrimination, the Commission should find that no probable cause exists to believe [REDACTED] violated the Ordinance.

I. Brief Statement of Facts

This dispute arises out of [REDACTED]'s and [REDACTED]'s search for housing in Charlottesville. See OHR Case No. 2020-2 Investigative Report ("Investigative Report"), at A-1. [REDACTED] was [REDACTED]'s partner at the time. Id. In October of 2020, [REDACTED] and [REDACTED] both applied to rent a home managed by [REDACTED] located at [REDACTED] in Charlottesville ("Property") after taking a self-guided tour of the Property. See Id. See also Id., at E-4; E-11; and E-12. Neither application mentions the race of either applicant. See Id., at E-1, ¶ 9. See also Id., at E-2, ¶ 16. Notably, [REDACTED]'s and [REDACTED]'s applications identified that they had a pet. See Id., at E-1, ¶ 15.

[REDACTED] listed the apartment for rent using an online platform known as ShowMojo. See Id., at E-1, ¶¶ 22-23. ShowMojo provides an advertising service that lists properties on websites such as Apartments.com, Trulia.com, and Zillow.com. Id. [REDACTED] and [REDACTED] located the Property through Zillow.com. See Id., at A-1. [REDACTED] made the initial tour listing through Zillow.com, which resulted in ShowMojo recording his email address. See Id., at E-2, ¶¶ 2-3.¹ [REDACTED] and [REDACTED] received an email asking them to apply to rent the Property. Id., at A-3, ¶ 4. See also Id., at E-6.

[REDACTED] contacted [REDACTED] and requested proof of income documentation. Id., at A-3, ¶ 5. [REDACTED] responded with information about her income and information about a fellowship in which she was participating. Id. [REDACTED] then communicated to [REDACTED] that he required additional proof of income documentation for [REDACTED]. Id., at A-3, ¶ 6. [REDACTED] responded that he was in graduate school and unemployed, but his parents provided him with \$3,000 per month as an allowance. Id., at E-2, ¶ 4. See also Id., at E-23 (October 24, 2020 email).

On or about October 26, 2020, [REDACTED] and [REDACTED] spoke on the telephone about income verification and the initial security deposit. See Id., at A-3, ¶¶ 6-9; E-1, ¶ 12. [REDACTED] and [REDACTED] resolved the income verification issue after [REDACTED] agreed to have another individual, Dr. [REDACTED], sign the lease as a guarantor. See Id., at A-3, ¶¶ 6-9; E-1, ¶ 12. See also Id., at E-23 (on October 24, 2020, [REDACTED] sent an email stating his mother was "also happy to be a co-signer"). [REDACTED] then sent an email to [REDACTED] and [REDACTED] that explained that due to difficulties in verifying their income, they could rent the apartment after either paying a security deposit equal to two months of rent or having a guarantor to sign the lease. See Id., at E-1, ¶¶ 11-12. See also Id., at E-2, ¶ 4; E-23.

After the telephone conversation, [REDACTED] believed that he had resolved all of the issues with [REDACTED]'s and [REDACTED]'s application, and he withdrew the Property from the rental market ([REDACTED] received email verification of this withdrawal because he had provided his

¹ It is not immediately clear from the facts listed in the investigative report why the tour was scheduled using [REDACTED]'s joint application with [REDACTED] as opposed to [REDACTED]'s solo application, which was submitted first. In any event, [REDACTED]'s solo application provided ShowMojo with [REDACTED]'s email address and ShowMojo's software noted [REDACTED]'s interest in the property.

email address to ShowMojo's platform). See Id., at E-19.² [REDACTED] then extended an offer to [REDACTED] to lease the Property with [REDACTED]. See Id., at E-21.

Under the first proposed lease agreement, [REDACTED] and [REDACTED] were required to pay a security deposit of one and a half months' rent due to [REDACTED]'s and [REDACTED]'s cat. See Id., at E-21. See also Id., at E-5 (advertising the security deposit for the property as one month of rent or one and a half months of rent with a pet). [REDACTED] and [REDACTED] were also obligated to pay pet rent under the first lease agreement. While the lease documents are in conflict as to whether the pet rent would have amounted to \$25 per month or \$50 per month, [REDACTED] maintains that the amount of pet rent it intended to charge was \$25 per month. See Id., at E-1, ¶ 24 ("We collect a pet rent of \$25 per month, per pet"). Upon her receipt of the lease agreement, the guarantor, Dr. [REDACTED], signed the lease. See Id., at E-22.

On November 2, 2020, [REDACTED] sent an email asking [REDACTED] several questions about the lease agreement. See Id., at E-16. Specifically, [REDACTED] attempted to re-negotiate the security deposit, asked for clarification on pet rent, and also asked about several other items. Id. [REDACTED] did not respond to [REDACTED]'s email directly, but he called her to answer her questions. See Id., at E-1, ¶ 19 ("I spoke to her on the phone on November 2, 2020").³ With respect to the security deposit, [REDACTED] questioned why [REDACTED] was asking for one and a half months of rent as a security deposit after they agreed to have a guarantor sign the lease. See Id. [REDACTED] explained that in the Charlottesville area, it is customary for landlords to ask for larger security deposits when tenants with pets lease a property. See Id. [REDACTED] states in her second affidavit that "Once we learned the reason we were not opposed to the amount, but we did not understand it initially." See Id., at A-4, ¶ 1. [REDACTED] recalls that on the telephone call, [REDACTED] stated she may want to reconsider leasing the Property. See Id., at E-1, ¶ 19.

Over the next several days, [REDACTED] forwarded additional copies of the lease agreement to [REDACTED] because he had hoped that she would sign the lease and wanted to remind her that the lease had not yet been signed. See Id., at E-24; E-25; E-26; and E-27. No other changes were made to the lease except that the final version of the lease removed a \$10 per month charge for the "Second Nature" service, which reduced the monthly rent [REDACTED] and [REDACTED] would have been obligated to pay under the lease agreement. See Id., at E-21 and E-31.

Two weeks passed from the time that [REDACTED] sent the first lease agreement for the Property, and neither [REDACTED] nor [REDACTED] signed the lease agreement. On November 8, 2020, [REDACTED] sent an email to [REDACTED] asking if she was still interested in leasing the property. See Id., at E-16. [REDACTED] responded on November 9, 2020 with an email stating that she and [REDACTED] were interested but did not like what they perceived as changing "financial terms"

² While [REDACTED] does not have specific knowledge as to why only [REDACTED] received an email stating that the property had been withdrawn from the market, [REDACTED] assumes it is because [REDACTED]'s mistakenly-submitted solo application for the property was technically still pending despite the fact that the jointly-filed application of [REDACTED] and [REDACTED] had a prospective lease processing.

³ Notably, in her first affidavit, [REDACTED] states that she only spoke to [REDACTED] once on the telephone on October 26, 2020; however, in her second affidavit, [REDACTED] admits that she spoke with [REDACTED] on November 2, 2020. Compare Id., at A-3, at ¶ 6 with Id., at A-4, at ¶ 4. Therefore, the Commission should conclude that [REDACTED]'s statement in paragraph 18 of Tab A-3 that [REDACTED] did not respond to the November 2, 2020 email is inaccurate, as [REDACTED] spoke with [REDACTED] on the telephone.

and that the security deposit was too high, which [REDACTED] interpreted as [REDACTED] and [REDACTED] rejecting the lease offer. *Id.* [REDACTED] relisted the Property on November 12, 2020 on the rental market and began to advertise the Property for rent at a lower rate (\$50 below the rate offered to [REDACTED] and [REDACTED]). *See Id.*, at E-33. Once the rate had been reduced by \$50 per month, the reduced rate would have been available to [REDACTED] and [REDACTED] had they asked for it. *See Id.*, at E-1, ¶ 30. [REDACTED] was sent an automated email forwarding a listing for the Property at the lower rental rate. *See Id.*, at E-33.⁴ [REDACTED] then emailed [REDACTED] accusing him of racism and asked for discounted rates. *See Id.*, at E-34. [REDACTED] understandably hurt by the accusation of racism, withdrew the offer to lease the Property. *See Id.* [REDACTED] never once mentioned race and was prepared to lease the property to [REDACTED] and [REDACTED] prior to the accusation of racism. *See Id.*, at E-31.

[REDACTED] filed her Complaint with the Charlottesville Human Rights Commission on the same date. Notably, [REDACTED]'s initial filing with the Commission alleges both age and race discrimination. The investigative report does not make any mention of age discrimination. [REDACTED] states in her initial filing that she is seeking an apology and a change in how [REDACTED] handles lease agreements, but she does not state that she is seeking financial compensation or fines to be imposed on [REDACTED].

II. A Brief Overview of the Legal Claims Presented

[REDACTED] has filed a Complaint for housing discrimination against [REDACTED] under Chapter 2, Article XV. Sec. 2-437 of the Ordinance. The Ordinance prohibits unlawful discrimination in employment, public accommodations, credit, and private education on the basis of race, among other protected classifications. The Ordinance requires proof of discrimination by the preponderance of evidence.

[REDACTED] does not know how precisely how the Commission plans to evaluate [REDACTED]'s claim of discrimination; however, based on the Investigative Report, it appears the Commission will utilize the burden-shifting framework common in other forums because the Investigative Report contains an outline in the format of the burden-shifting framework. *See Id.*, at Investigative Summary. The burden-shifting framework is used when the complainant presents no direct evidence of discrimination. *See Hadeed v. Abraham*, 103 Fed. Appx. 706, 2004 WL 1462504 (4th Cir. 2004) (applying the *McDonnell Douglas* burden shifting framework to gender discrimination claim under the fair housing act). Under the burden-shifting framework, [REDACTED] must prove a prima facie case of discrimination. *Id.* [REDACTED] can prove a prima facie case if she was a member of a protected classification, she applied for and was qualified to rent the Property, she was denied the opportunity to rent the Property, and there are indicators of discrimination such as the landlord only being willing to rent others outside of the protected classification. *See de Reyes v. Waples Mobile Home Park Limited Partnership*, 251 F. Supp. 3d 1006, 1014 (E.D. Va. 2017). The burden then shifts to [REDACTED] to produce evidence of a legitimate, non-discriminatory reason why the property was not rented to [REDACTED]. *Id.* The burden then shifts back to [REDACTED] to prove that [REDACTED]'s alleged legitimate, non-discriminatory reason for not renting the property was a mere pretext for

⁴ As with the prior email sent to [REDACTED] only, [REDACTED] assumes that this marketing email was sent to [REDACTED] because he had previously submitted an application in his name only that had not been cancelled or resolved and therefore ShowMojo still had his email address on file for marketing purposes.

discrimination. *Id.* The burden of proof always rests with [REDACTED]. *Id.* (“To succeed on these claims, plaintiffs must ultimately prove that race or national origin was a ‘motivating factor’ for the challenged housing decisions.”).

In this case, [REDACTED] will not be able to prove a *prima facie* case. According to the Commission’s Investigative Report’s investigative summary, the protected activity [REDACTED] was engaged in was applying to rent the property, and the adverse action taken was [REDACTED]’s refusal to rent the property to [REDACTED]. While [REDACTED] concedes that [REDACTED] was a member of a protected class, was qualified to rent the Property, and was denied the opportunity to rent the Property, there are no other indicators of discrimination. [REDACTED] seems to claim that this feeling of discrimination was based on her subjective belief that [REDACTED] did not want her and [REDACTED] as tenants, but [REDACTED]’s subjective belief is belied by the fact that [REDACTED] actually had offered to rent the property to [REDACTED] until [REDACTED] unjustifiably accused [REDACTED] of racism. See *Proud v. Stone*, 945 F.2d 796, 799 (4th Cir. 1991) (in the employment context, the Fourth Circuit has held that “where the hirer and firer are the same individual, there is a powerful inference relating to the ‘ultimate question’ that discrimination did not motivate the employer”). While there had been misunderstandings and poor communication on both sides leading up to the November 12, 2020 emails, [REDACTED] never displayed any indications of racism whatsoever, and he was responsive to [REDACTED]’s questions and called her back on the same day that she sent the November 2, 2020 email raising concerns about the lease. When [REDACTED] told [REDACTED] that she was re-considering her application to rent the property, [REDACTED]’s actions in holding the lease for more than a week while she made her decision were reasonable.

Further, [REDACTED] can articulate a legitimate non-discriminatory reason in that [REDACTED] insulted [REDACTED] and called him a racist without any actual evidence to support her claim. The Investigative Report identifies ten legitimate non-discriminatory reasons that [REDACTED] could have alleged that may have justified its refusal to rent the property to [REDACTED]; however, [REDACTED] would chose not to rely on the legitimate non-discriminatory reasons related to income verification, as [REDACTED] and [REDACTED] resolved that issue. Specifically, [REDACTED] had difficulty verifying [REDACTED]’s income, and as a result, [REDACTED] asked [REDACTED]’s mother to guarantee the lease, which she agreed to do (and she signed the first version of the lease as guarantor). As such, [REDACTED] did not refuse to rent to [REDACTED] and [REDACTED] based on their income because the parties had previously resolved that issue. The only reason that [REDACTED] withdrew its subsequent offer to lease the property to [REDACTED] and [REDACTED] is because [REDACTED] unjustifiably accused [REDACTED] of being racist.

[REDACTED] will not succeed in proving that [REDACTED]’s refusal to rent the apartment after being accused of racism was pretext for discrimination. At least one court has held in the employment context that when an employer’s decision to terminate an employee based in-part on the employee’s invocation of race was not evidence of the employer’s own racism. See *Caruso v. Bon Secours Charity Health System Inc.*, Case No. 14 CV 4447 (VB), 2016 WL 8711396, at 12 (S.D.N.Y., Aug. 5, 2016) (“Even assuming Franco told his decision-making colleagues plaintiff was racist, it would be entirely speculative to find that Franco or the other managers’ decision to terminate plaintiff was motivated by racism.”). See also *Nurse v. Lutheran Med. Ctr.*, 854 F. Supp. 2d 300, 311 n.3 (E.D.N.Y. 2012) (co-worker’s comment that plaintiff was a racist “has no bearing on whether plaintiff’s adverse employment action was based on discrimination” in part because “to draw such an inference would require a finder of fact to engage in wholesale—and wholly impermissible—speculation”); *White v. New York City Dept. of Educ.*, Case No. 12 Civ. 1376

(CM), 2014 WL 1273770, at 14 (S.D.N.Y., March 28, 2014) (“Plaintiff herself raised with Principal Grill the issue of her race, asserting that she believed she was the victim of discrimination. As for the tone that plaintiff attributes to Grill’s response, it is entirely understandable than a principal accused of racism might take offense at the suggestion.”).

█████’s discrimination complaint also rings hollow as she brings no more evidence of █████’s alleged discrimination other than her subjective belief that she was being discriminated against. While it is clear that █████ believes that she was discriminated against, she has provided no actual evidence demonstrating that her belief is reasonable. As a general rule, evidence of discrimination can be circumstantial, but it must at a bare minimum must be objective. Brinkley v. Harbour Recreation Club, 180 F.3d 598, 609 (4th Cir. 1999) (holding that “personal opinion” that corporate board held discriminatory animus insufficient absent “specific factual examples supporting [that] opinion”). Courts routinely dismiss complaints of discrimination based solely on an individual’s subjective belief that discrimination occurred. Id. Tellingly, each and every line in the Investigative Report’s investigative summary that discusses potential pretext for discrimination relies on █████’s or █████’s belief that discrimination occurred rather than objective evidence. █████ is a property management enterprise with over 200 properties in its portfolio. █████’s discrimination complaint is the first discrimination complaint █████ has ever received. There is no allegation that █████ was engaged in redlining or similar discriminatory practices. As such, the Commission should not take █████’s allegations on faith without some other evidence of discriminatory intent.

Finally, it does not appear that █████ is making a claim that █████’s initial lease terms were themselves discriminatory on the basis of race, and therefore, the Commission should not make a probable cause finding to that effect. It is clear from the Investigative Report that █████ and █████ believed the rental price was too high; however, there is no evidence that the rental price was inflated due to █████’s and/or █████’s race. The listing was publicized using an online platform and did not fluctuate based on race. See Investigative Report, at E-1, ¶¶ 22-23 (describing the ShowMojo listing process). Further, while █████ and █████ did not like the increased security deposit and pet rent called for in the lease, both swore in their affidavits that they understood why those charges existed. See Id., at A-4, ¶ 1 (█████ “did not initially explain to us that the deposit for the unit was equal one and a half month’s rent due to our having a pet. Once we learned the reason we were not opposed to the amount”); E-2, ¶ 12 (“my understanding was that the property allowed pets but there was a pet deposit, rent, or fee, which wasn’t a huge problem. I remember there was some kind of fee for having a pet. That’s not a huge concern for me. I’ve paid a pet fee in most places I’ve lived at. That wasn’t that big of a deal.”). Further, the increased security deposit and pet rent were publically-advertised charges and are uniform across █████’s enterprise and due not fluctuate with the race of the renter. See E-1, ¶ 24; E-5 (demonstrating that an increased security deposit for pets was advertised online for the property and was the same rate applicable to all pet owners regardless of race).

III. Conclusion

█████’s discrimination claim is baseless, and █████ respectfully requests that the Commission serve a finding on the parties that there is insufficient probable cause to believe that █████ violated the Ordinance. Alternatively, should the Commission find that probable cause exists to believe that █████ violated the ordinance, █████ requests that the Commission close the case

December 20, 2022

Page 7

without recommending a charge against [REDACTED] to the City Attorney pursuant to Section 2-437(f) of the Ordinance. If the Commission finds that probable cause exists, [REDACTED] is prepared to vigorously defend its practices and requests the right to be heard on the matter.

Sincerely,



Jonathan W. Gonzalez

cc:

Charlottesville Human Rights Commission via email: humanrights@charlottesville.gov

Dan Vogus, via email only: dan.vogus@gmail.com

Attachment 3



RESOLUTE MEDIATION & ARBITRATION INC

1101 Wilson Boulevard, Floor 6

Arlington, Virginia 22209

Stephanie Curington, Esq.
Former Administrative Law Judge
1101 Wilson Boulevard, Floor 6.
Arlington, Virginia 22209

Mr. Todd Niemeier
Director
Human Rights Commission
City of Charlottesville

Subject: Independent Case Review for Housing Discrimination Complaint OHR Case No. 2020-2

Dear Mr. Todd Niemeier:

After careful review and analysis of the Charlottesville Human Rights Ordinance, the Complaint, the Counselor's Report, the Investigative Report and Evidence, and the December 20, 2022 letter from Jonathan Gonzalez, I find no probable cause on the initial issue of whether [REDACTED] ("Respondent") discriminated against [REDACTED] ("Complainant") on the basis of race based on her allegations that she was refused the opportunity to rent a housing unit from Respondent. However, I do find probable cause for subsequent retaliation after the Complainant alleged that Respondent's actions during the leasing process were discriminatory and the pending lease was rescinded.

I. Procedural History

The City of Charlottesville ("City") authorized the independent review of [REDACTED] v. [REDACTED] appeal. Complainant, Ms. [REDACTED] filed a housing discrimination complaint with the City of Charlottesville on November 12, 2020, alleging that Respondent [REDACTED] discriminated against her on the basis of race. The City provided an Investigative Report for review along with supporting documentation.

II. Legal Standard

The Charlottesville Human Rights Ordinance (“Ordinance”) states “[i]t shall be unlawful and a violation of this article for any person, partnership, corporation or other entity to engage in discrimination in housing, employment, public accommodations, credit, and education on the basis of race, color, religion, sex, pregnancy, childbirth or related medical conditions, national origin, age, marital status or disability.” Additionally, the term “unlawful discriminatory practice” includes conduct in violation of any comparable Virginia or federal statute or regulation governing unlawful discrimination.

III. Background

The evidence shows that the Complainant and her partner Mr. [REDACTED] applied for the unit in question on October 22, 2020. Subsequently [REDACTED] [REDACTED] President, requested proof of income. There is some discrepancy whether the documentation was supposed to be emailed or uploaded. The complainant emailed a direct deposit invoice along with a link to her fellowship claiming that this paid her an additional \$20,000 a year. However, this link did not provide proof of income; it only stated that the Complainant received a fellowship but there were no details about the amount nor how it was dispersed.

Based on the verified income required, Mr. [REDACTED] stated that Complainant and Mr. [REDACTED] needed a guarantor for the lease. The Complainant and Mr. [REDACTED] secured a guarantor and were approved for the unit on or about October 30, 2020. Complainant sent follow-up questions via email regarding some discrepancies in the lease. Mr. [REDACTED] did not respond to these emails and her questions were not answered. The lease remained ready for signature through November 9, 2020, when Ms. [REDACTED] sent another email addressing the discrepancies in financial terms in the lease and noting that the security deposit amount which she believed was too high. Mr. [REDACTED] made a presumptive assumption that due to these questions Complainant was not interested in the unit anymore and decided to relist the property. This action based on Mr. [REDACTED]’s assumption without following up with the complainant via phone or answering her emails was unprofessional and contributed to the ongoing miscommunication issues.

The lease continued to remain available for signature through November 12, 2020, when the unit was relisted with a lower rent amount. After learning that only Mr. [REDACTED]

received the notice about the relisted lower price for the unit, Complainant once again expressed concern regarding the financial term discrepancies. In this email she also expressed that the process with [REDACTED] made her feel like Mr. [REDACTED] did not want to rent to an interracial couple. Subsequently, on November 12, 2020, Mr. [REDACTED] voided the lease with a note referencing that the tenants were unqualified. Mr. [REDACTED] has admitted that “due to the concern of false and inaccurate accusations, [REDACTED] had decided to withdraw the offer to lease the property.”

IV. Legal Analysis

Race Discrimination

Complainant’s allegations of housing discrimination on the basis of race for Respondent’s, specifically Mr. [REDACTED]’s alleged refusal of the opportunity to rent a unit does not support a finding of probable cause. Probable cause as defined by the Ordinance is an assessment that there is probable cause to believe a violation of the ordinance occurs and the facts supporting such determination.

I find that the lease offered to Complainant and Mr. [REDACTED] was pending for several weeks awaiting signature, which supports the Respondent’s claim that there was no discriminatory intent or reason to deny the Respondent from renting the unit. Although there were numerous communication issues, in part due to the non-responsiveness of Mr. [REDACTED], the lease was made available for signing and remained so for approximately two weeks. This suggests that there was no initial refusal or determination based on race that [REDACTED] intended to not rent the unit to Complainant.

During the duration of the pending lease, Complainant had reasonable questions that were not addressed, which understandably caused her hesitation in entering into the contract. It is understandable that due to the miscommunication, the Complainant may have had some reservations in renting the unit. The evidence reflects that there were some discrepancies in the lease calculations including an increased or incorrect pet fee of \$50 instead of the advertised \$25. It is also clear from the record that Complainant did try to get her questions resolved via email and although she spoke with Mr. [REDACTED] at least one time on the phone, her questions were not resolved. Complainant contends that the non-responsiveness and lease discrepancies support a finding of discrimination. I disagree. While bad customer service and non-responsiveness is frustrating, it is not enough to establish race discrimination in this case.

Further, it is unclear whether Mr. [REDACTED] knew of Complainant's race. Any mention or corroboration of race was always instituted by Complainant. From sending a link of her fellowship with her picture to self-disclosing her race, the record does not show that Mr. [REDACTED] ever sought this information or ever knew of certainty what Complainant's race was. The leasing process did not require disclosure of race and nothing in the evidence record confirms or verifies that [REDACTED] was aware of or took action specifically because of Complainant's race.

Respondent also offered valid non-discriminatory reasons for some of the issues raised by Complainant as discriminatory. For instance, the requirements for additional security deposit and increased rent were based in part on the existence of a pet in the leased unit. Respondents also provided evidence that this was standard company policy. Further, the requirement of a cosigner was also necessitated on the verifiable income of the Complainant and Mr. [REDACTED]. Although Ms. [REDACTED] submitted a link for her fellowship, which also included her picture, this was not a verifiable source of income. The website did not list the amount of the fellowship, nor would the submission of this website be enough to verify the fellowship as income. Thus, the fellowship not being included as part of the income verification does not appear to be based on a discriminatory pretext.

Further, the Complainant's suggestions that the Mr. [REDACTED] was making assumptions about her race based on pronouncing her name or requesting additional information regarding her and Mr. [REDACTED] finances or credit score, has no basis in fact. Respondent has shown that the amount of the security deposit which Complainant questioned was in part due to a pet fee and needing a guarantor because they did not meet the threshold financial requirement based on the income that was verified. Again, although there were some discrepancies regarding the amounts and Mr. [REDACTED] was non-responsive in addressing Complainant's valid questions, there were valid reasons given for what Complainant perceived as increased scrutiny.

As will be discussed in detail below, the act of rescinding the lease based on allegations of discrimination is retaliatory in nature. However, the record shows that the lease was available for signature for the Complainant and Mr. [REDACTED] if they chose to move forward. It is understandable that the Complainant may not have wanted to move forward due to her questions not being addressed, but the fact that the lease was approved and ready for signature by

Complainant provides support that [REDACTED] had no discriminatory pretext to not rent the unit to Complainant based on race.

Retaliation

Although probable cause on the initial discrimination claim was not found, I do find that there is probable cause for a retaliation discrimination claim against [REDACTED] based on the rescission of the lease due to allegation of discrimination made by Ms. [REDACTED].

Under the federal Fair Housing Act (FHA), it is illegal to retaliate against any person for making an allegation, testifying, assisting, or participating in any manner in a proceeding. The Fair Housing Act also makes it illegal to retaliate against any person because that person reported a discriminatory practice to a housing provider or other authority. Further, the Charlottesville Human Rights Ordinance provides a provision that term “unlawful discriminatory practice” includes conduct in violation of any comparable Virginia or federal statute or regulation governing unlawful discrimination, which consists of retaliation as described in the FHA.

In this case, Ms. [REDACTED] alleged that Mr. [REDACTED] and [REDACTED] were treating her in a discriminatory manner, which then resulted in Mr. [REDACTED] voiding the lease. Mr. [REDACTED]’s voiding of the lease also states that the Complainant and Mr. [REDACTED] were unqualified, which is inaccurate. This is evidenced by the fact that up until this point the lease had been pending and awaiting signature by the Complainant and Mr. [REDACTED]. Further, and most troubling, Mr. [REDACTED] admitted that the reason the lease was voided was due to the concern of false and inaccurate accusations.

While it is understandable to have feelings regarding what are believed to be unfair accusations, a business decision based on this reaction may lead to a retaliatory act. One of the basic tenets of the discrimination appeals process allows for people to question what they believe to be discriminatory acts. This is why we have tribunals and regulations such as the Equal Employment Opportunity Commission (“EEOC”), the U.S. Department of Housing and Urban Development (“HUD”), and specific to this case the Charlottesville Human Rights Ordinance and Commission to address claims such as these. By rescinding the offer immediately after Ms. [REDACTED]’s email alleging claims of discrimination, it appears that raising the issue of discrimination is the sole reason for voiding the lease and denoting the Complainant and Mr.

██████████ as unqualified. People have a right to address claims of discrimination even if they appear to be unfounded to the other side without fear of reprisal. While there were several nondiscriminatory reasons to void the lease, including the length of time it was pending and the fact that it had been relisted at a lower cost, Mr. ██████████ specifically admitted that he withdrew the lease because of the discrimination allegations which is a retaliatory act.

V. Findings

After carefully considering the entire record and applying the aforementioned standards, the initial complaint of racial discrimination does not meet the level of probable cause. However, I find that there is probable cause for the subsequent retaliation arising from allegations of discrimination.

Sincerely,

Stephanie Curington

Stephanie Curington, Esq.
Former Administrative Law Judge
Resolute Mediation & Arbitration Inc

Date

08/06/2024

Attachment 4

JONATHAN W. GONZALEZ
JWGONZALEZ@GRSM.COM
DIRECT DIAL: 757-903-0875
DIRECT FAX: 757-401-6770



ATTORNEYS AT LAW
5425 DISCOVERY PARK BLVD, STE 200
WILLIAMSBURG, VA 23188
WWW.GRSM.COM

September 6, 2024

VIA U. S. MAIL AND EMAIL

Attn: Todd Niemeier
City of Charlottesville
Human Rights Commission & Office of Human Rights
P. O. Box 911
Charlottesville, Virginia 22902
niemeier@charlottesville.gov

Re: [REDACTED] v. [REDACTED]
Case #2020-2

Dear Mr. Niemeier:

As you know, our firm represents the respondent, [REDACTED] ("[REDACTED]") as well as the respondent's principal, Mr. [REDACTED] ("[REDACTED]"), in connection with Case #2020-2 filed by Ms. [REDACTED] ("[REDACTED]") pending in the Charlottesville Human Rights Commission ("Commission"). This matter was unsuccessfully mediated on October 27, 2022, and since that time, the parties have awaited a determination of the Commission. I am now in receipt of both Judge Curington's independent case review and determination as well as your letter of August 23, 2024 reporting the probable cause determination.

While [REDACTED] is pleased that Judge Curington correctly determined that no probable cause existed for the discrimination allegations, [REDACTED] questions the procedure under which Judge Curington was assigned to the matter and rendered a decision. As you have previously pointed out, Section 2-437(c) of the Charlottesville Human Rights Ordinance (the "Ordinance") provides that "the Director shall render a written determination of whether there is probable cause to believe a violation of this ordinance has occurred . . ." The City of Charlottesville did not provide any mechanism for the appointment of an Administrative Law Judge, and the words "Administrative Law Judge" are absent from the Ordinance. As such, [REDACTED] does not believe that it is proper for the Commission to vote on an outcome of the probable cause determination by Judge Curington as the Ordinance required the Director to make that determination.

[REDACTED] also objects to Judge Curington's probable cause determination that retaliation occurred. As an initial matter, the retaliation claim was not properly before Judge Curington, as Ms. [REDACTED]'s initial Complaint to the Commission alleged only discrimination, not retaliation. I

have also analyzed your investigative report and it does not even appear to contain the word retaliation, let alone an analysis of any retaliation claim. It appears Judge Curington analyzed a potential retaliation claim on her own initiative, which is improper under the Ordinance. Section 2-437(a) requires the intake of complaints be individuals that claim to be victims of discriminatory practices. Pursuant to Sections 2-437(b) and 2-437(c), the subsequent investigation and determination are supposed to be based on the filed complaint. The Ordinance does not permit the Commission to manufacture new claims not raised in the initial complaint.

Further, Judge Curington's analysis of the retaliation issue is superficial, and her case review does not adequately analyze whether Ms. [REDACTED]'s activity of accusing Mr. [REDACTED] of racism was protected by law. For a prospective tenant to state a claim for retaliation under fair housing laws, the claimant must demonstrate (1) that she was engaged in protected activity; (2) that the landlord was aware of the protected activity; (3) that the landlord took an adverse action; and (4) that there was a causal connection between the protected activity and the adverse action. See Hall v. Greystar Management Services, L.P., 637 Fed. Appx. 93, 98 (4th Cir. 2016). Importantly, several courts have recognized that the purpose of housing anti-discrimination laws is to ensure fair access to housing, not to provide a general code of civility or prevent unkind words from being spoken by prospective landlords. See Washington v. Farmington Estates Owners Association, Case No. 3:21-CV-01032-YY, 2022 WL 18399534, at *4 (D. Or., July 13, 2022); Farnhurst, LLC v. City of Macedonia, CASE NO. 5:13-cv-668, 2016 WL 524361, at n. 31 (N.D. Ohio, Feb. 10, 2016); Savanna Club Worship Service, Inc. v. Savanna Club Homeowners' Ass'n, Inc., 456 F.Supp.2d 1223, 1228 (S.D. Fla., Dec. 16, 2005).

In this case, Judge Curington incorrectly determined that Ms. [REDACTED]'s November 12, 2020 email claiming racism in the housing process was a protected activity. While it is true that voicing opposition to suspected discrimination can be a protected activity under the Fair Housing Act, the prospective tenant's belief that the landlord was engaged in unlawful conduct must be objectively reasonable to be considered a protected activity. See Philippeaux v. Apartment Inv. and Management Co., 598 Fed.Appx. 640, 645 (11th Cir., Jan. 15, 2015). Here, Ms. [REDACTED]'s activity was not protected because she had no objectively reasonable reason to believe discrimination occurred. Judge Curington found that the assumptions Ms. [REDACTED] made to form her belief that discrimination was occurring (i.e. Mr. [REDACTED]'s failure to answer questions and his refusal to negotiate) were insufficient to prove discriminatory intent. As Judge Curington stated, "[w]hile bad customer service and non-responsiveness is frustrating, it is not enough to establish race discrimination." Further, Mr. [REDACTED] did not know the race of Ms. [REDACTED], and Ms. [REDACTED] first broached the issue of race. Moreover, there is no evidence that Mr. [REDACTED] would have had any reason to know that Ms. [REDACTED] and Mr. [REDACTED] were an "interracial couple." It is particularly important that Judge Curington found no probable cause for discrimination, as the standard of probable cause is a lower standard than actual proof or preponderance of evidence. If Ms. [REDACTED]'s discrimination claim lacked probable cause, she could not have had an objectively reasonable belief that race played any role in [REDACTED]'s actions, and therefore her complaint to Mr. [REDACTED] about race was not a protected activity.

Judge Curington should also have concluded from the facts that there was no adverse action and no causation to support a claim for retaliation. The Supreme Court has long held that a predicate to proof of causation is whether the claimant was interested in the subject of the alleged retaliation. See International Broth. of Teamsters v. U.S., 431 U.S. 324, 362-63 (1977) (finding no

employment discrimination where employees had not applied for line jobs).¹ In the Fair Housing context, a claimant must actually want to rent the property in question on the terms offered for a retaliation to occur. See id. See also Robinson v. Montgomery Ward and Co., Inc., 823 F.2d 793, 796 (4th Cir. 1987) (no retaliation where plaintiff did not apply for open position and employer took no effort to inhibit application). Here, Ms. [REDACTED] was given ample opportunity to rent the unit. The facts show that Ms. [REDACTED] was sent the proposed rent agreement and a DocuSign link several times prior to November 12, 2020. Ms. [REDACTED]'s communication on November 12, 2020 makes it clear that she was unwilling to rent the unit from [REDACTED] on the terms offered, as she disagreed with the pet rent additional fee (which Judge Curington found was non-discriminatory). As such, because Ms. [REDACTED] was unwilling to rent the unit on the terms offered anyway, there is no causation for retaliation and Ms. [REDACTED] suffered no damages as a result of [REDACTED]'s withdrawal of the offer to rent.

If the Commission intends to maintain Judge Curington's finding of probable cause for retaliation, [REDACTED] respectfully requests the right to present its case at a hearing before the Commission. While [REDACTED] understands that the ordinance technically permits the Commission to render a finding without a hearing, the Commission ought to permit a hearing to occur in this case, as [REDACTED] has legitimate defenses to present to the retaliation claim.

Sincerely,

A handwritten signature in blue ink, appearing to read 'Jonathan W. Gonzalez', with a long horizontal flourish extending to the right.

Jonathan W. Gonzalez

cc:

Charlottesville Human Rights Commission email: humanrights@charlottesville.gov

Dan Vogus, via email only: dan.vogus@gmail.com

¹ In Fair Housing Act cases, federal courts often look to employment discrimination cases for guidance due to the similarity of the analysis entailed in both claims. See Williams v. 5300 Columbia Pike Corp., 891 F.Supp. 1169, 1178 (E.D. Va. 1995).

Attachment 4



CITY OF CHARLOTTESVILLE

To be a place where everyone thrives

Office of Human Rights
P.O. Box 911
Charlottesville, Virginia 22902
Telephone: 434-970-3023
www.charlottesville.gov

September 27, 2024

Attn: Johnathan W. Gonzalez
5425 Discovery Park Blvd, Ste 200
Williamsburg, VA 23188
Via USPS and email to jwgonzalez@grsm.com

Dear Mr. Gonzalez,

Thank you for your prompt response to Judge Curington's independent case review and the notice of determination for Case 2020-2. I am in receipt of your letter dated September 6, 2024, presenting your positions on the appointment of Judge Curington to render a determination and the finding of probable cause for retaliation.

Case 2020-2 was filed on November 12, 2020, under the Code of the City of Charlottesville (the "City") Chapter 1, Article XV, the Charlottesville Human Rights Ordinance (the "Ordinance"), as adopted by Charlottesville City Council on May 20, 2013. As you noted, Per Sec. 2-437.(c) of the Ordinance, "upon completion of the initial investigation, the Director shall render a written determination of whether there is probable cause to believe a violation of this ordinance has occurred and the facts supporting such determination. The written determination shall promptly be served on the parties."

Per Sec. 2-437.(f) under this same Ordinance, "in order to fulfill the requirements of this section, the City Manager is authorized to contract on behalf of the City with any objective, neutral third party qualified to assess allegations of discriminatory conduct as prohibited in section 2-431, for the purpose of rendering determinations of whether there is probable cause to believe a violation of this ordinance has occurred."

At the time this complaint was filed, my role in the Office of Human Rights was Outreach & Investigation Specialist. In that role I conducted the investigation of this case and compiled the final investigative report. When I completed the investigative report, the Director of the Human Rights Commission role was vacant, and the Deputy City Manager for Social Equity (at that time the Deputy City Manager for Racial Equity, Diversity, and Inclusion), who was serving in an Interim Director capacity, recommended that the parties seek resolution through mediation.

When mediation reached impasse on October 27, 2022, the case was returned to our office, still unresolved. By that point, my role had shifted to Director of the Human Rights Commission, but having conducted the investigation on this case, City management concurred that it would not be best practice for me to also render a determination on the case. In consultation with the City Manager, Deputy City Manager for Social Equity, and the City Attorney's Office, the decision was made to contract a neutral third party to render the determination. The City appointed Resolute Mediation and Arbitration, Inc., to contract Judge Stephanie Curington as the Administrative Law Judge to this case, as permitted by Sec. 2-437.(f) of the Ordinance.

Judge Curington's finding of probable cause for retaliation, while not part of the original complaint, is based on the evidence in the investigative report. It is not the role of the Investigator to render a determination of whether discrimination occurred but rather to present a clear summary of the facts discovered during the investigatory process so that the Director or another qualified, objective, neutral third party, as authorized by the City Manager, may render a determination on the case.

Following a determination of probable cause, per Sec. 2-439.1.(b) of the Ordinance, "the Commission shall determine by majority vote whether to hold a public hearing on the complaint. The Commission shall base its determination on its judgement as to how enforcement of this ordinance would be best served." Per Sec. 2-439.1.(c), "the Commission will have the option to consider all of the allegations and issues set forth in the complaint, or, in its discretion, may limit the scope of the hearing to one or more of the allegations or issues." It is within the Commission's prerogative to consider the determination of probable cause of retaliation for a vote on whether to hold a public hearing and ultimately whether, per Sec. 2-439.1.(b) to "dismiss the complaint or take such action as it deems appropriate and consistent with the purposes of this ordinance and the powers of the Commission hereunder."

During a phone conversation on August 23, 2024, Ms. [REDACTED] expressed that she was not interested in mediation regarding the finding of probable cause for retaliation. I will therefore prepare a report for the Commission's review ahead of a vote whether to hold a public hearing. Once the Commission has made its decision as to whether it will hold a public hearing, I will serve notice on both parties. If a hearing is to be held, I will serve such notice no later than 14 days prior to the date of the hearing.

Sincerely,

A handwritten signature in black ink, appearing to read 'Todd Niemeier', with a long horizontal flourish extending to the right.

Todd Niemeier
Director
Human Rights Commission

End of File.

Attachment 5

November 7, 2024

Dear Mayor Wade and City Councilors,

Pursuant to Sec. 2-433.(c) of the Charlottesville Human Rights Ordinance, it is the role of the Human Rights Commission to “identify and review systemic issues, policies, and practices of the City of Charlottesville and advise its boards, commissions, and other public agencies within the City on issues related to human rights.” During our annual planning meeting on March 9, 2024, Commissioners identified housing as the primary focus of their work in 2024. Commissioners sought feedback from community members and subject matter experts regarding specific, city level priorities that may have both local and regional impacts on housing.

At its regular meeting on October 17, 2024, the Commission voted to recommend the following housing-related City policy and practice priorities for your consideration as Council prepares its annual budget and priorities.

1. Equitable and Low-Barrier Year-Round Shelter

We urge City Council to explore the establishment of a year-round shelter that is equitable and low-barrier, with a specific focus on addressing the needs of LGBTQ+ individuals and families, while upholding the protections provided in the City's Human Rights Ordinance. The need for additional shelter for the unhoused population is critical and ensuring that services are provided equitably is equally important.

2. “Effective Right to Counsel” in Eviction Proceedings

We recommend that City Council set funding for legal counsel for tenants facing evictions at a sufficient level to meet the needs of City residents facing evictions. Tenants with lawyers are far more likely to be able to raise legal defenses and remain housed. In 2021, our letter to City Counsel applauded the City’s initiative in providing tenants lawyers in eviction proceedings during the COVID-19 pandemic, but we recognize that providing counsel to tenants in eviction proceedings is important and necessary during every year. We will be following up with a letter that further underscores our support for providing universal counsel to tenants in eviction proceedings.

3. Supports for Homelessness

We recommend that the City continue to fully fund City-run programs that provide supports to the homeless. Additionally, we understand that there is currently funding earmarked in the City’s budget focused on homelessness and we would urge the City to spend those monies in a

strategic manner that positively impacts homelessness, be that a Homelessness Services Coordinator or a Homelessness Outreach Coordinator through BRACH.

The Commission welcomes questions, feedback, and dialogue with City Council about these recommendations. Please do not hesitate to reach out to me or the Office of Human Rights should you have any questions prior to making your recommendations or if you wish to schedule a time to meet.

Sincerely,

Ernest Chambers
Chair
Human Rights Commission

DRAFT

Attachment 6

**Human Rights Commission
Annual Focus Areas, Goals, & Work Plan
March 2024 – February 2025**

Primary Focus Area(s):

1. Housing
 - a. Homelessness
 - i. City policies
 1. Shelter
 2. Wraparound services
 - ii. Expert panel and fact gathering to determine current trends
 - b. Systemic Barriers
 - i. Restrictive housing access policies based on criminal records
 - ii. Excessive rental costs
 - iii. Excessive application fees
 - iv. Source of funds
 1. Rents for market rate units above HUD voucher payment standards
 2. Rental properties in states of disrepair that can't pass HUD voucher inspections

Secondary Focus Area(s):

1. Legislative recommendation
 - a. Removing voter exclusion from state constitution
 - b. Rental application fees
 - c. Rental registry
 - d. Proactive rental inspections
 - e. Legal representation for people facing eviction
 - f. Anything housing related the emerges from primary focus areas
 - g. Amplifying local food justice initiatives
2. Ally/Safe Space training program development – to be considered in 2025
3. Reparations – to be revisited in December
 - a. Public discussion to determine public interest and priorities of impacted communities

Annual Goals and Ordinance Alignment

Consider developing goals that align with the primary and secondary focus areas, where applicable.

Goals	Human Rights Ordinance Alignment
Adopt an amended draft of the Charlottesville Human Rights Ordinance for presentation to City Council by June 2024.	• Sec. 2-433. (a) Individual Assistance • Sec. 2-433. (d) Federal Workshares • Sec. 2-433. (f) Commission Policies • Sec. 2-439.1. Enforcement Authority

Complete public hearing training following the adoption of the revised Charlottesville Human Rights Ordinance.	• Sec. 2-433. (a) Individual Assistance • Sec. 2-433. (d) Federal Workshares • Sec. 2-433. (f) Commission Policies • Sec. 2-439.1. Enforcement Authority
Plan and hold a public panel with experts in housing to focus on homelessness (shelter and wraparound services) and barriers to entering stable housing during the June 6, 2024 HRC Work Session.	• Sec. 2-433. (b) Awareness and Guidance • Sec. 2-433. (d) Federal Workshares • Sec. 2-434. Community dialogue and engagement
Submit policy recommendations to City Council pertaining to housing issues by October. <i>Note: budget-related recommendations should be made by October 2024 for fiscal year 2026.</i>	• Sec. 2-433. (c) City Policies • Sec. 2-435. Systemic Issues
Submit a letter with legislative recommendations focused on homelessness and systemic barriers to housing to City Council by August 20, 2024.	• Sec. 2-433. (e) Legislative Program

March 2023 – February 2024 HRC Work Plan

Actions should support the goals identified above.

Month	Actions
March	• Annual Meeting (3/9)
April	• Work Session (4/4: Carver Rec.) ◦ Finalize 2024 Annual Goals and Work Plan • Regular Meeting (4/18: City Space) ◦ Training: FOIA/COIA/VPRA ◦ Expert panel planning discussion • Actions Between Meetings ◦ June expert panel outreach (OHR staff to work with Chair and Vice Chair to identify panelists) -- DONE ◦ Prepare draft ordinance for review – DONE
May	• Work Session (5/2: City Space) ◦ Review proposed ordinance amendments • Regular Meeting (5/16: City Space) ◦ (Open) • Actions Between Meetings ◦ Finalize June expert panelist list - DONE ◦ Outreach for July Legislative agenda expert panel – Staff working on this ◦ Commissioners talk to individuals in the community regarding work done on reparations – Chair will work on this ◦ OHR staff will collaborate with partners to develop Ally/Safe Space training – in progress ◦ Chair and OHR staff prepare to present CY2023 annual report to Council - DONE

Month	Actions
June	• Work Session (6/6: Carver Rec.) ◦ Expert Panel: Housing, homelessness, and wraparound services. - DONE • Regular Meeting (6/20: City Space) ◦ Proposed: Adopt ordinance amendments – DONE ◦ HRC Research Presentation (Ginny Helmandollar) - DONE • Actions Between Meetings ◦ June 3: Present CY2023 Annual Report to Council (Chair and Director) - DONE ◦ Tentative: VAHR Conference
July	• Work Session (CANCELED) ◦ (Note: the first Thursday in July is July 4th) • Regular Meeting (7/18: City Space) ◦ Expert Panel: Focus Area Legislative Priorities - DONE • Actions Between Meetings ◦ Proposed: Present Ordinance Revisions to Council - DONE ◦ OHR staff finalize training opportunities for HRC public hearings – pending ordinance changes
August	• Work Session (8/1: City Space) ◦ Draft legislative recommendations • Regular Meeting (8/15: City Space) ◦ Proposed: Adopt legislative recommendations - DONE ◦ Revisit HRC annual calendar • Actions Between Meetings ◦ Proposed: Present Legislative Recommendations to Council - SENT
September	• Work Session (9/5: City Space) ◦ Tentative: Public Hearing training - Postponed • Regular Meeting (9/19: City Space) ◦ Discuss focus area City policy recommendations based on earlier panels and research • Actions Between Meetings ◦ Amend HRC Rules & Procedures regarding elections and language around annual meetings
October	• Work Session (10/3: City Space) ◦ Fill in remaining months of 2024 HRC Work Plan ◦ City policy recommendations • Regular Meeting (10/17: City Space) ◦ Form Officer Nomination Committee ◦ Finalize policy recommendations for submission to City Council • Actions Between Meetings ◦ Submit additional recommendations to Council ◦ Nominating Committee begins nomination process ◦ Staff prepare redacted case file for Case 2020-2 for 10/17 agenda packet ◦ HRC reviews Case 2020-2 case file ahead of public hearing vote during 11/7 work session
November	• Special Meeting (11/7: City Space) ◦ Vote on whether to hold public hearing on Case 2020-2 • Regular Meeting (11/21: City Space) ◦ Amend Rules & Procedures to reflect new election timeframe • Actions Between Meetings
December	• Work Session (12/5: City Space) ◦ Public Hearing preparation with City Attorney's Office (tentative) • Regular Meeting (12/19: City Space) ◦ Officer Nominations • Actions Between Meetings ◦ Chair to provide update on reparations

Month	Actions
January	• Work Session (1/2: City Space) • Regular Meeting (1/16: City Space) ○ Hold for potential public hearing on Case 2020-2 • Actions Between Meetings
February	• Work Session (2/6: City Space) • Regular Meeting (2/20: City Space) ○ Planning for Annual Meeting • Actions Between Meetings