# **Standard Residential Tenancy Agreement**

#### Landlord

Address: 110 Coliseum Xing #164 Hampton, VA 23666 Telephone: 757-660-2628 (the "Landlord")

OF THE FIRST PART

- AND -

# Tenant Phone number (the "Tenant")

OF THE SECOND PART

**IN CONSIDERATION OF** the Landlord leasing certain premises to the Tenant, the Tenant leasing those premises from the Landlord and the mutual benefits and obligations set forth in this Lease, the receipt and sufficiency of which consideration is hereby acknowledged, the parties to this Lease agree as follows:

# **Leased Premises**

- 1. The Landlord agrees to rent to the Tenant the townhouse municipally described as <a href="mailto:number 123"><u>main st Virginia beach, VA 23666</u></a>, (the 'Premises') for use as residential premises only. The Premises are more particularly described as follows: Neither the Premises nor any part of the Premises will be used at any time during the term of this Lease by Tenant for the purpose of carrying on any business, profession, or trade of any kind, or for the purpose other than as a private single-family residence.
- 2. Subject to the provisions of this Lease, apart from the Tenant and the Tenant's immediate family members, no other persons will live in the Premises without the prior written permission of the Landlord.
- 3. No guests of the Tenants may occupy the Premises for longer than two weeks without the prior written consent of the Landlord.
- 4. No pets or animals are allowed to be kept in or about the Premises without Landlord approval. If this privilege is abused, the Landlord may institute a penalty fee of \$200 with (10) days notice. Pets may live on Premises for \$30 Monthly (YES\_X\_NO\_\_) \$225 Non refundable pet deposit.

The Landlord agrees to supply and the Tenant agrees to use and maintain in reasonable condition, normal wear and tear accepted, the following furnishings: **Kitchen range**,



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5.	The term of the Lease commences at 12:00 noon on <u>March 1<sup>st</sup></u> , 20_ and ends at 12:00 noon on <u>February 28<sup>th</sup></u> , 20
6.	Any notice to terminate this tenancy must be provided to Landlord, 60 days prior to move out. There is NO Security deposit. Security deposit may be forfeited (Landlord's discretion) if lease time frame is broken. \$0 of security deposit shall be used as cleaning fee when tenant moves out.
7.	With the consent of the Landlord after the natural expiration of this Lease, a new tenancy (one year terms) will automatically be created and renewed between the Landlord and the Tenant which will be subject to all the terms and conditions of this Lease but will be terminable upon the Landlord giving the Tenant 30 day notice required under law.

#### Rent

- 8. Check if Tenant desires Premises to be fully furnished (3 bedroom sets, living room set, kitchen set and entertainment center w/ TV. YES\_\_\_\_NO\_X\_ (\$50 monthly or \$100 rent to own 12 months)-circle one.
- 9. Check if Tenant desires Security system (\$150 deposit/\$40/monthly) yes\_\_\_no\_X\_
- 10. Subject to the provisions of this Lease, the rent for the Premises is \$860.00 per month. Rent is due on the 28th of each month and will be considered late on the 1st. If rent is not paid/received by the 1st of the month, then a %10 late charge (86.00) will apply. If rent and late fee is not paid by the 5th of the month, tenant shall negotiate payment arrangements or forfeit deposit and surrender keys to Landlord and vacate Premises immediately. There will be a security deposit of (\$0.00) due on \_\_\_\_\_. Total owed to move in(add lines 4,8,9 and 10 if desired 860.00) (please write in total)
- 11. The Tenant will pay the Rent to <u>Kris Haskins</u>, (Cashiers check or money order) on or before the 28<sup>th</sup> of each month of the term of this Lease to the Landlord mailed to: Landlord 123 main st. VA beach, VA 23666, or at such other place as the Tenant and Landlord may later designate.

#### **Quiet Enjoyment**

12. The Landlord covenants that on paying the Rent and performing the covenants contained in this Lease, the Tenant will peacefully and quietly have, hold, and enjoy the Premises for the agreed term.

# **Governing Law**

13. It is the intention of the parties to this Lease that the tenancy created by this Lease and the performance under this Lease, and all suits and special proceedings under this Lease, be construed in accordance with and governed, to the exclusion of the law of any other forum, by the laws of the State of Virginia's, without regard to the jurisdiction in which any action or special proceeding may be instituted.

# **Severability**

14. If there is a conflict between any provision of this Lease and the applicable legislation of the State of Virginia (the 'Act'), the Act will prevail and such provisions of the Lease will be amended or deleted as necessary in order to comply with the Act. Further, any provisions that are required by the Act are incorporated into this lease.

### **Maintenance**

15. The Tenant, at its sole expense, shall keep and maintain the Premises (yard{front & back} & decks) appurtenances and furnishings in good and sanitary condition and repair during the term of this Lease and any renewal of this Lease. Any repairs to the Premises and it's appliances will be the sole responsibility of the Tenant and shall be repaired by the tentant. Landlord shall be able to inspect Premises at any time with a 1 day notice to Tenant to check for any damages or repairs that need to be addressed up to 5 inspections monthly for the term of this Lease.

## **Care and Use of Premises**

- 16. The Tenant will promptly notify the Landlord of any damage, or of any situation that may significantly interfere with the normal use of the Premises or to any furnishings supplied by the Landlord. **Central Heating & Air Unit:** Tenant shall change the air filter at least once every 2 months. If the HVAC has to be cleaned due to dirty air filters, the tenant will be charge \$250 for HVAC cleaning
- 17. The Tenant shall be responsible for all utilities. Tenant shall keep grass/grounds behind and in front of premises maintained to a "reasonable" height and flower bed in front shall be maintained. Leaves shall be kept to a considerable minimum during the fall season.
- 18. The Tenant will keep the Premises reasonably clean and **SMOKE FREE**. If there is any smoke damage to Premises, Landlord may use deposit to repair damage.
- 19. The Tenant will not engage in any illegal trade or activity on or about the Premises.
- 20. The hallways, passages and stairs of the building in which the Premises are situated will be used for no purpose other than going to and from the Premises and the Tenant will not in any way encumber those areas with boxes, furniture or other material or place or leave rubbish in those areas and other areas used in common with any other tenant.
- 21. If this agreement shall be in breach, Landlord shall be able to enter Premises, with 1 day notice, to exhibit the Premises to perspective purchasers.
- 22. At the expiration of the lease term, the Tenant will quit and surrender the Premises in as good a state and condition as they were at the commencement of this Lease, reasonable use and wear and damages by the elements is accepted.
- 23. If tenant desires to make any changes or additions to the premises please forward a written request to the SUITE in above lease on page 2.

## **Hazardous Materials**

24. The Tenant will not keep or have on the Premises any article or thing of a dangerous, flammable, or explosive character that might unreasonably increase the danger of fire on the Premises or that might be considered hazardous by any responsible insurance company.

#### **Rules and Regulations**

25. The Tenant will obey all rules and regulations posted by the Landlord regarding the use and care of the building, parking lot, laundry room and other common facilities that are provided for the use of the Tenant in and around the building containing the Premises.

# **Lead Warning**

26. Housing built before 1978 may contain lead based paint. Lead from paint, paint chips, and dust can pose health hazards if not taken care of properly. Lead exposure is especially harmful to young children and pregnant women. Before renting pre-1978 housing, lessors must disclose the presence of known lead-based paint hazards in the dwelling..

#### **General Provisions**

- 27. Any waiver by the Landlord of any failure by the Tenant to perform or observe the provisions of this Lease will not operate as a waiver of the Landlord's rights under this Lease in respect of any subsequent defaults, breaches or non-performance and will not defeat or affect in any way the Landlord's rights in respect of any subsequent default or breach.
- 28. Where there is more than one Tenant executing this Lease, all Tenants are jointly and severally liable for each other's acts, omissions and liabilities pursuant to this Lease.

IN WITNESS WHEREOF	has duly s	igned under hand and	
seal and Partners in Real Estate. has dul	ly affixed its signature by a duly au	thorized officer under	
seal on this day of	, <u>20</u> .		
1. TENANT	Kris Haskins.		
2. 260		(07.17.)	
	per:	(SEAL)	
1.			
(Signature)			
2.	Landlord	Landlord	
(Signature)			
Drivers License received			