

T R PROPERTIES, INC.  
P.O. BOX 3565  
MARTINSVILLE, VIRGINIA 24115-3565  
(276) 666-1527

**LEASE AGREEMENT**

For your protection and ours, it is necessary that you comply with the provisions of this agreement and the requirements of the 'Residential Landlord Act' (Virginia Code 55 248-2-55-248).

This lease agreement is made this 9th November 2021 and between T R Properties, Inc.,  
Lessor and [REDACTED] Lessee(s),  
at the following address:

212 College Street #2  
Martinsville, Va. 24112

This lease shall commence for the term of one-year beginning on 11-9-21 and ending  
on 11-8-22.

RENT: The lessee(s) agrees to pay the rent of \$ 495.00 due and payable in twelve (12)  
monthly installments (\$ 5940.00). Payment is due on the first day of said lease. A late charge of  
ten percent (10%) is charged and accrued if rent is not received by Lessor within five (5) days of the  
due date. Rent shall be mailed to T R Properties, Inc., P.O. Box 3565, Martinsville, VA 24115-3565,  
or delivered in person to 25 Broad St, Suite 2A, Martinsville, VA 24112.

PRO-RATED RENT: The rent will be pro-rated for the month of November in the amount of  
330.00. The rent amount of \$ 495.00 will be due on the first of December and  
every month afterwards.

BAD CHECKS: All returned checks shall be charged \$45.00 for each return, plus a \$5.50 handling  
fee as charged to us by the bank. This charge is in addition to any late charges. Lessor shall have the  
option to request payment by cash, cashiers or certified check.

SECURITY DEPOSIT: Lessee(s) agrees to pay an additional sum of \$ 495.00 as a security  
deposit. This is due at lease commencement unless other arrangement is made. This deposit is held  
as security for the full and faithful performance of the terms and conditions of this agreement, not  
limited to, but including the return of the leased premises to the lessor at the end of the expiration of  
lease, together with all keys, fixtures, appliances, furnishings, etc., as noted in said lease, and in the  
same condition as when received, reasonable wear, excepted. Lessee(s) have no right to deduct the  
security deposit from the rental payment for the last month of any term of this Lease Agreement.  
Upon termination of lease, or vacating of premises, lessor has the right to inspect these premises. All  
damages shall be deducted from the security deposit. All cleaning necessary shall also be deducted.  
In the event the security deposit is insufficient to cover all costs incurred by lessor for the above,  
lessee(s) agrees to pay for all additional costs and charges due lessor promptly upon presentation of  
these charges. Lessee agrees that the security deposit may be transferred to a new owner, lessor, or  
agent of these premises, and release present lessor from any, and all, further liability of this security  
deposit.

WAIVER OF HOMESTEAD AND / OR POOR DEBTOR'S EXEMPTION: for the purposes of this  
Agreement, Tenants agree to waive Homestead and / or Poor Debtor's Exemption as provided under  
Virginia Law.

Initial [REDACTED]

PERSONAL PROPERTY: The following personal property is included:

Range ☒ Refrigerator ☒ Dish Washer ☐ Heat Pump ☐

Garbage Disposal ☐ Air Conditioner ☒ Washer and Dryer ☐

Lessee responsible for maintenance on Dish Washer, Garbage Disposal, and Washer and Dryer

UTILITIES: Lessee(s) shall be responsible for all utilities unless expressly specified in writing by  
lessor:

Water & Sewer & Trash Pick-Up ☒ Electricity ☒ Heat ☒ Gas ☒ N/A  
(L) Lessor (X) Lessee(s)

**USE OF PREMISES:** The premises shall be used by lessee(s) as a private dwelling and no other purpose. These premises shall be occupied by no other person(s) except those persons and children listed on the application.

**PETS:** No dogs, cats, or other animals shall be kept on the premises without the prior written consent of the lessor.

**TRASH:** City and county ordinances require that all interior and exterior trash be placed in a covered container or dumpster (if provided).

**ALTERATIONS:** Except as provided below, you may not remodel or make any changes to your apartment or attach or remove any fixtures or equipment without our prior written consent. At our request, upon the expiration of your tenancy, you shall remove all fixtures and equipment added by you and return your apartment to its original condition at the beginning of your tenancy, at your cost and expense. In the event you fail to do so, we may make all necessary repairs and bill you for same. You agree to pay such costs immediately upon billing by us.

**INSPECTION AND ACCESS:** Lessor may enter said premises for inspections, maintenance, or repairs at reasonable times, or with lessor's agent. Notification by lessor shall be made, if possible. Agents of lessor may also enter for professional and legitimate purpose.

**MOVE-IN INSPECTION:** An inspection shall be made within five (5) days of lease commencement by lessor and lessee(s). Both parties will note any defects, damage, or discrepancies and stipulate them in writing.

**USE AND OCCUPANCY:** Lessee(s) agrees to abide by all federal, state, and county or city laws, and prohibit disorderly conduct and offensive behavior. Lessee(s) shall respect the rights, comfort, and privacy of others. Lessee(s) agrees to keep all appliances and furnishings in a good state of cleanliness and repair. Lessee(s) must be in compliance with all state and county ordinances and not keep any unregistered vehicles on this property. Lessee(s) will be responsible for replacement of all air filters after move-in and will be held responsible for any damages that have occurred due to non replacement of said filter. Lessee(s) will be responsible for the replacement of the 9-volt battery in the smoke detectors after move-in date. Lessee(s) will be responsible for all light bulbs. Lessee is required to keep a Fire Extinguisher in Kitchen.

Lessee(s) shall use water closets and other plumbing fixtures only for the purpose for which they were installed and not to place sweepings, rubbish, rags, or other articles in such fixtures. Lessee(s) shall not suspend any signs, advertisements, or notices upon or from any part of the property without the written consent of Lessor. Lessee(s) shall not place an iron safe, waterbed, or any other heavy articles on the premises without the written consent of Lessor and shall be liable to landlord for all damages resulting from the placement or moving of any such articles. Lessee(s) shall not use any harsh or abrasive cleaning compounds or solvents on any asphalt and tile floors and to use only waxes of a water emulsion type. Lessee(s) shall not deliberately or negligently destroy, deface, damage, impair or remove any part of the premises (including fixtures, facilities, and appliances) or permit any person(s) to do so whether known by the Lessee(s) or not, and Lessee(s) shall be responsible for any damages caused by his failure to comply with this requirement. Lessee(s) shall give the Lessor prompt notice of any such damages. All clogged drains requiring a service call will be charged to the Lessee. Lessee(s) shall conduct himself and require other persons on the premises whether known by the Lessor or not, to conduct themselves in a manner that will not disturb his neighbors' peaceful enjoyment of their premises. Lessee(s) shall not use the premises and not permit the premises to be used for any activity, which is illegal under federal, state and local law ordinances. Lessee(s) will not use or keep in the dwelling any explosives, kerosene, inflammable or combustible materials (including kerosene heaters) or otherwise use or permit the use of the premises in any manner which would increase the rate of fire or other insurance concerns on the premises. Lessee will not install any satellite equipment or dishes on property. Lessee(s) agrees to keep doors and windows closed during rain and snow and to maintain utilities to prevent freezing of pipes and heating/cooling systems, or other damages caused by negligence of Lessee(s). A violation of the rules and regulations set forth in this lease, and such additional rules and regulations imposed by lessor or Agent as permitted by law, shall be considered a breach of the lease for which Lessor shall be entitled to appropriate relief.

**CONDUCT:** Lessee agrees not to cause, or to allow any household member, guest, invitee or licensee to engage in any conduct on the leased premises, which is disorderly, disruptive, unlawful, or constitutes a nuisance. The prohibition of possession, use, transfer, or sale of illegal drugs; indecent exposure, the use of vulgar, profane, offensive, threatening or abusive language which can be heard from adjacent or public properties, or any other conduct which amounts to a nuisance or a breach of the peace. Any such conduct shall be treated as non-compliance with these rules and regulations, and will result, and will result in a breach of lease and will be a material default thereof. Non-Compliance of any Rules and Regulations will constitute grounds for termination of the lease agreement and Lessee will be required to vacate the property within thirty (30) days from the date of the notice. Any notice to vacate will be mailed via the U S Postal Service, delivered by the Landlord's agent, and / or

posted on the front door of the dwelling. Lessee authorizes any dissemination of information with regard to this lease and Lessor.

**PARKING:** Only park vehicles in designated areas provide by Lessor. No vehicles without current registration and city or county stickers are allowed on premises. No repair work is to be done in parking areas.

**DAMAGES TO PREMISES:** The Lessor agrees to make all repairs to keep your premises in a fit and habitable condition with reasonable promptness after receiving written notice for you of necessary services, except for the replacement of broken glass, which is entirely your responsibility. In the event of damage or defects to the property or its equipment, other than reasonable wear and tear, you will be held responsible and agree to pay promptly all cost incurred by us in making necessary repairs. You agree to notify us immediately of any defect or damage to the premises or its equipment, whether caused by you or not so that necessary repairs can be made to prevent further deterioration or damage. If you fail to notify us promptly and further damage or deterioration results, you may be held responsible for such further damage or deterioration and its repair.

**BODILY INJURY AND PROPERTY DAMAGE:** Lessor is not an insurer of lessee(s)'s personal property. Lessor shall not be liable to lessee(s)'s guests or agents for any bodily, or property damage suffered by lessee(s), guests, or agents of lessee(s), including anyone who unlawfully enter the premises. Lessee shall be required to obtain renters insurance and shall furnish Lessor with a copy of the certificate of insurance within ten (10) days.

**INSURANCE:** Lessee(s) covenants that lessee(s) shall protect by adequate insurance any "liability and personal property" injury or damages from whatever cause to lessee's person or property of those on the premises with the consent of Lessee. Lessee shall indemnify and hold Lessor harmless from any claims arising from such injury or damage, but this provision shall not be construed to relieve Lessor of any liability to Lessor imposed by law.

**INDEMNIFICATION:** Lessee(s) shall release from any and all liability, and indemnify the lessor, the lessor's agents from, and against all losses, expenses, and liabilities incurred by lessee(s), lessee(s)'s agents or guests. Lessor shall not be responsible for damages caused by, or resulting from malfunction of any plumbing, electrical, or other obstructions, nor for any injury or damage to personal property of lessee(s), lessee(s)'s agents or guests.

**SUBLEASE:** A sublease is prohibited without the express consent of the lessor in writing.

**ABANDONMENT:** Lessor may legally take action to remove property from the leased premises, and to restore and dispose of property considered to be abandoned, and apply said funds to any money due to lessor by the lessee(s), its agents or guests.

**TERMINATION OF LEASE:** Lessee is required to provide a written notification to the Lessor, 30 days prior to termination of said lease. The lease will automatically be renewed to a month to month lease by lessor upon notification of the lessee if lease is not terminated. If lease is terminated the lessee is still required to provide a written notification to the Lessor, 30 days prior to vacating the premises.

**EARLY TERMINATION:** In the event the resident terminates the lease prior to the termination date, as stated herein, the resident agrees to pay such charges as requested for the lease termination. These charges may include, but are not limited to (1) payment of rent until apartment is rented, (2) loss of deposit at move out, (3) payment of lease in full at move out. Payment of the early termination requirement does not release the resident from any damages to the apartment as a result of his/her occupancy. Lessee shall be responsible for all legal fees and any other fees or expenses to re-rent this apartment.

**ASSIGNMENT:** Lessor may assign this lease or any of its rights at anytime, or may mortgage, or execute a deed of trust covering all, or part of these premises. Lessee(s) shall not assign this lease, nor release any liability for the full performance of this lease.

**BREACH OF CONTRACT:** This lease is null and void if rent is not paid on due date, there is illegal use of these premises, legal proceedings against lessee(s) to levy or dispose of lessee(s)'s leasehold interest in leased premises. Lessor will have right to sue for rent, enter and take claim for all damages. If lessor pursues legal remedies, lessee(s) is liable and responsible for: all past due rent and other charges, all additional rent accrued until the expiration of the term of said lease, all late charges, all expenses incurred by lessor for cleaning, painting, and repairs due to negligence of lessee(s), all court costs, all attorney fees, incurred by lessor, and a collection fee equal to 25% of judgement amount and all additional expenses and fees.

**BREACH BY LESSOR:** Lessor must comply with all laws, which affect a lessee(s)'s safety. Lessee(s) may give written notice to lessor to identify any such condition on said premises, and allow a reasonable amount of time to correct any such condition. Lessee(s) shall not have the right to terminate this lease because of conditions caused by negligent or intentional acts of lessee(s) its agents, or guests.

**WITHOLDING OF RENT:** Lessee(s) may not withhold rent because of conditions on said premises, unless written notice has been given and lessor has failed to perform the required actions, within a reasonable period of time.

**HOLDING OVER:** In the event tenancy is terminated for any reason provided in this agreement, and you shall remain in possession thereafter, you shall be considered a hold-over tenant and we shall have the right to remove you and your possessions from the premises as provided by law in order to regain possession of the premises.

**RENTAL APPLICATION:** Your application for rental was relied upon in accepting you as a resident. Only persons listed on the application are permitted to live on the premises. If at any time during the term of the lease the persons living on the premises change from the persons shown on the application, you must notify and receive approval of this agreement. Until approval is given, you will be held responsible for any damages or cost incurred. Lessor shall avail himself of all rights and remedies to which he is entitled by law.

**NOTICES:** All notices required by this lease shall be in writing and delivered in person or by mail by either party. We require your rent to be paid by check or money order (NO CASH).

**GOVERNING LAW:** This lease is entered into under the laws of the Commonwealth of Virginia. This agreement and any attached addendums constitute the entire agreement, and no oral agreement form either party is binding upon the lessor and/or lessee(s), heirs, or executors or either party, in accordance with the 'Virginia Residential Landlord Act'.

Lessee hereby affirms that he or she \_\_\_\_\_ IS ☒ IS NOT a member of any branch of the military service.

Lessee hereby affirms that he or she \_\_\_\_\_ IS \_\_\_\_\_ IS NOT a member of any branch of the military service.

This agreement is hereby accepted by the parties below on this date: 11-9-21

\_\_\_\_\_  
Lessee  
\_\_\_\_\_  
SS#  
\_\_\_\_\_  
Employer  
\_\_\_\_\_  
Lessee  
\_\_\_\_\_  
SS#  
\_\_\_\_\_  
Employer  
\_\_\_\_\_  
Lessor: T R Properties, Inc.

\_\_\_\_\_  
Witness  
11-9-21  
\_\_\_\_\_  
Date

# Notification

## Watch Out For Lead-Based Paint Poison

This property was constructed before 1978. There is a possibility it contains lead-based paint. Please read the following information:

### Sources of Lead-Based Paint

The interior of older homes and apartments often have layers of lead-based paint on the walls, ceilings, window sills, doors and door frames. Lead-based paint and primers may also have been used on outside porches, railings, grates, fire escapes and lamp posts. When this paint chips, flakes or peels off, there may be a real danger for babies and young children. Children may eat paint chips or chew on painted railings, window sills or other items when parents are not around. Children can also ingest lead even if they do not specifically eat paint chips. For example, when children play in an area where there are loose paint chips or dust particles containing lead, they may get these particles on their hands, put their hands into their mouths, and ingest a dangerous amount of lead.

### Hazards of Lead-Based Paint

Lead poisoning is dangerous - especially to children under the age of seven (7). It can eventually cause mental retardation, blindness and even death.

### Symptoms of Lead-Based Paint Poisoning

Has your child been especially cranky or irritable? Is he or she eating normally? Does your child have stomachaches and vomiting? Does he or she complain about headaches? Is your child unwilling to play? These may be signs of lead poisoning. Many times though, there are no symptoms at all. Because there are no symptoms does not mean that you should not be concerned if you believe your child has been exposed to lead-based paint.

### Advisability and Availability of Blood Lead Level Screening

If you suspect that your child has eaten chips of paint or someone told you this, you should take your child to the doctor or clinic for testing. If the test shows that your child has an elevated blood lead level, treatment is available. Contact your doctor or local health department for help or more information. Lead screening and treatment are available through the Medicaid Program for those who are eligible. If your child is identified as having an elevated blood lead level, you should immediately notify the Community

Development or other agency in which you or your landlord is applying for rehabilitation assistance so the necessary steps can be taken to test your unit for lead-based paint hazards. If your unit does have lead-based paint, you may be eligible for assistance to abate that hazard.

### Precautions to Take to Prevent Lead-Based Paint Poisoning

You can avoid lead-based paint poisoning by performing some preventive maintenance. Look at your walls, ceilings, doors, door frames and window sills. Are there places where the paint is peeling, flaking, chipping, or powdering? If so, there are some things you can do immediately to protect your child:

- Cover all furniture and appliances;
- Get a broom or stiff brush and remove all loose pieces of paint from walls, woodwork, window sills and ceilings;
- Sweep up all pieces of paint and plaster and put them in a paper bag or wrap them in newspapers. Put these packages in the trash can. **DO NOT BURN THEM.**
- Do not leave paint chips on the floor in window wells. Damp mop floors and window sills in and around the work area to remove all dust and paint particles. Keeping these areas clear of paint chips, dust and dirt is easy and very important; and
- Do not allow loose paint to remain within your children's reach since children may pick loose paint off the lower part of the walls.

### Homeowner Maintenance and Treatment of Lead-Based Paint Hazards

As a homeowner, you should take the necessary steps to keep your home in good shape. Water leaks from faulty plumbing, defective roofs and cracked holes or breaks may admit rain and dampness into the interior of your home. These conditions damage walls and ceilings and cause paint to peel, crack or flake. These conditions should be corrected immediately. Before repainting, all surfaces that are peeling, cracking, chipping or loose should be thoroughly cleaned by scraping or brushing the loose paint from the surface, then repainted with two (2) coats of non-lead paint. Instead of scraping and repainting,

the surface may be covered with such as wallpaper, gypsum, or plaster that when lead-based paint is still in it, it is created. The dust can enter if breathing it or swallowing it. If paint removal could create a situation which may cause poisoning if it is long period of time. Whenever removal of lead-based paint is done when there are no children or pets on the premises. Simply patch lead-based paint makes them the hazard. Remember that you play a major role in the prevention. Your actions and the lead problem can make a difference.

### Tenant and Homebuyer Responsibilities

You should immediately notify office or the agency through which you are leasing your home if the unit is chipping, powdering or peeling paint from plumbing, or a defective or operate with that office's effort.

☒ I have received a copy of entitled "Watch Out for Lead"

11/4/21

Date

Print Full Name

Signature

**Supplemental Information:**

For general information or to obtain copies of the final rule, pamphlet or background materials, contact the National Information Clearinghouse (NLIC), toll free, at (800-424-LEAD) or FAX requests to the NLIC at (202) 659-1192. You also contact our office at 1-804-783-6731 (Housing Management Special Programs) for assistance.

**LEASE ATTACHMENT  
DISCLOSURE OF INFORMATION ON LEAD-BASED PAINT AND/OR LEAD-BASED PAINT HAZARD**

**LEAD WARNING STATEMENT:**

Housing built before 1978 may contain lead-based paint. Lead from paint, paint chips, and dust can pose health hazards from property lead exposure, especially to young children and pregnant women. Before renting pre-1978 housing, lessor must disclose the presence of known lead-based paint and/or lead-based paint hazards in the dwelling. Lessee must also receive an approved pamphlet on lead poisoning prevention.

**LESSOR'S DISCLOSURE**

A. Presence of lead-based paint and/or lead-based paint hazards [Check (1) or (2) below]:

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

2. ☒ Lessor has no knowledge of lead-based paint and/or lead-based paint hazards in the housing.

B. Records and reports available to the lessor [Check (1) or (2) below]:

1. ☐ Lessor has provided the lessee with all available and reports pertaining to lead-based paint and/or lead-based paint in the housing (list documents below):

2. ☒ Lessor has no reports or records pertaining to lead-based paint and/or lead-based paint hazards in the housing.

**LESSEE'S ACKNOWLEDGMENT (Initial)**

Lessee has received copies of all information listed above.

Lessee has received the pamphlet *Protect Your Family from Lead in Your Home*.

**AGENT'S ACKNOWLEDGMENT (Initial)**

Agent has informed the lessor of the lessor's obligations under 42 U.S.C. 4852 (d) and is aware of his/her responsibility to ensure compliance.

**CERTIFICATION OF ACCURACY**

The following parties have reviewed the information above and certify, to the best of their knowledge, that the information they provided is true and accurate.

Signatures:

Lessor

Date

Lessee

Date

Agent

Date

Lessor

Date

Lessee

Date

Agent

Date

T R PROPERTIES, INC.  
P.O. BOX 3565  
MARTINSVILLE, VIRGINIA 24115-3565  
(276) 666-1527

PET ADDENDUM TO LEASE AGREEMENT

The Lessee(s) [REDACTED] residing  
at 212 College Street #2 agrees to

the following lease addendum with T R Properties Inc. (Lessor) for  
the pet listed below. No other pet (pets) shall be allowed.

DOG

If said pet is kept outside, it must be kept in an approved pen and always be attended when outside of the pen. A copy of the vaccination record, tags and license must be furnished to the Lessor. The pet must not interfere or disturb the neighbors' peaceful enjoyment of their premises. No excessive noise is permitted or allowed.

The Lessee(s) will be responsible for exterminating the premises and professionally cleaning the carpets and flooring. No odor shall be permitted or allowed. Upon termination of lease, the carpets and flooring must be professionally cleaned. If the carpets and flooring do not pass inspection after being professionally cleaned, or if the carpet or flooring is damaged, it will be the responsibility of the Lessee(s) to replace the carpet or flooring and reimburse the Lessor for any other damages that may have occurred. All of the above costs will be required to be paid over and above the security deposit.

The Lessee(s) will be responsible for any and all damages and liabilities and hold the Lessor harmless from any and all liabilities and lawsuits that may occur.

A violation of the conditions set forth in this addendum shall be considered a breach of this Lease and the Lease shall be considered null and void. The Lessor shall have the right to pursue legal remedies and hold the Lessee(s) liable and responsible for all charges incurred by the Lessor.

This addendum is complied with on 11-9-21

[REDACTED]  
Lessee

[REDACTED]  
Lessee

[REDACTED]  
Social Security Number

[REDACTED]  
Social Security Number

[REDACTED]  
Lessor / T R Properties, Inc.

[REDACTED]  
Witness

## **Tenant Resources**

### **§44-209, Code of Virginia (effective April 22, 2020)**

This new statute provides that any tenant who is a defendant in an unlawful detainer for nonpayment of rent shall be granted a 60-day continuance of such unlawful detainer action from the initial court date if the tenant appears on such court date and provides written proof that he or she was affected by the novel coronavirus (COVID-19) pandemic public health crisis during the period for which the Governor has declared a state of emergency (the Emergency)

"*Affected by*" means to experience a loss of income from a public or private source due to the Emergency, such that the affected party must request a stay or continuance, as applicable, by providing written proof to a court stating that he is not currently receiving wages or payments from a public or private source as a result of the Emergency.

"*Written proof*" means (i) a paystub showing zero dollars in earnings for a pay period within the period for which the Governor has declared a state of emergency (the Emergency) in response to the novel coronavirus (COVID-19) pandemic public health crisis, (ii) a copy of a furlough notification letter or essential employee status letter indicating the employee's status as nonessential due to the Emergency, or (iii) any other documentation deemed appropriate by a court or lender.

The provisions of this act shall expire 90 days following the end of a state of emergency declared by the Governor in response to the novel coronavirus (COVID-19) pandemic public health crisis.

The 60-day continuance provided by this statute shall run concurrently with any period of eviction protection provided by any other state or federal law.

### **Statement of Tenant Rights and Responsibilities:**

Tenants are advised that, as of July 1, 2020, §55.1-1204, Code of Virginia, states that "the landlord shall not file or maintain an action against the tenant in a court of law for any alleged lease violation until he has provided the tenant with the statement of tenant rights and responsibilities." The statement of tenant rights and responsibilities under the Virginia Residential Landlord and Tenant Act has been developed by the Department of Housing and Community Development and is posted on the Department's website ([www.dhcd.virginia.gov](http://www.dhcd.virginia.gov)) pursuant to §36-139.

### **The Virginia Department of Housing and Community Development (DHCD)**

DHCD is committed to creating safe, affordable and prosperous communities to live, work and do business in Virginia. Additional resources regarding landlord and tenant issues may be found on the DHCD website at [www.dhcd.virginia.gov](http://www.dhcd.virginia.gov).

### **Legal Advice and Representation**

Tenants with questions are encouraged to contact an attorney for advice and/or representation. The Virginia Legal Aid Society provides free legal advice and representation to qualifying individuals and can be contacted by phone at (434) 799-5739 or on the internet at [www.vlas.org](http://www.vlas.org).





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

This is a summary of tenants' rights and responsibilities under the Virginia Uniform Landlord and Tenant Act. This summary does not modify your lease or Virginia law. A lease cannot give up a tenant's legal rights. Tenants with questions are encouraged to contact the Virginia Legal Aid Center at (866) 534-5234 or [valegalaid.org/find-legal-help](http://valegalaid.org/find-legal-help).

The information below is not intended as legal advice. The information below is not intended as legal advice. The information below is not intended as legal advice.

## 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 \$750 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. (§55.1-1245)

**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:

212 College Street # 2  
Martinsville, Va. 24112

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](http://dhcd.virginia.gov/landlord-tenant-resources)) pursuant to Section §36-139 Code of Virginia.

Landlord Signature

Printed Name

Date

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

T R PROPERTIES, INC.  
P.O. BOX 3565  
MARTINSVILLE, VIRGINIA 24115-3565  
(276) 666-1527

**LEASE AGREEMENT**

For your protection and ours, it is necessary that you comply with the provisions of this agreement and the requirements of the 'Residential Landlord Act' (Virginia Code 55-248-2-55-248).

This lease agreement is made this 11-12-21 and between T R Properties, Inc.,  
Lessor and [REDACTED] Lessee(s),  
at the following address:

212 College Street #1  
MARTINSVILLE, VA 24112

This lease shall commence for the term of one-year beginning on 11/12/21 and ending  
on 11/11/22.

RENT: The lessee(s) agrees to pay the rent of \$ 495.00 due and payable in twelve (12)  
monthly installments (\$ 54.40). Payment is due on the first day of said lease. A late charge of  
ten percent (10%) is charged and accrued if rent is not received by Lessor within five (5) days of the  
due date. Rent shall be mailed to T R Properties, Inc., P.O. Box 3565, Martinsville, VA 24115-3565,  
or delivered in person to 25 Broad St, Suite 2A, Martinsville, VA 24112.

PRO-RATED RENT: The rent will be pro-rated for the month of November in the amount of  
297.00. The rent amount of \$ 495.00 will be due on the first of December and  
every month afterwards.

BAD CHECKS: All returned checks shall be charged \$45.00 for each return, plus a \$5.50 handling  
fee as charged to us by the bank. This charge is in addition to any late charges. Lessor shall have the  
option to request payment by cash, cashiers or certified check.

SECURITY DEPOSIT: Lessee(s) agrees to pay an additional sum of \$ 495.00 as a security  
deposit. This is due at lease commencement unless other arrangement is made. This deposit is held  
as security for the full and faithful performance of the terms and conditions of this agreement, not  
limited to, but including the return of the leased premises to the lessor at the end of the expiration of  
lease, together with all keys, fixtures, appliances, furnishings, etc., as noted in said lease, and in the  
same condition as when received, reasonable wear, excepted. Lessee(s) have no right to deduct the  
security deposit from the rental payment for the last month of any term of this Lease Agreement.  
Upon termination of lease, or vacating of premises, lessor has the right to inspect these premises. All  
damages shall be deducted from the security deposit. All cleaning necessary shall also be deducted.  
In the event the security deposit is insufficient to cover all costs incurred by lessor for the above,  
lessee(s) agrees to pay for all additional costs and charges due lessor promptly upon presentation of  
these charges. Lessee agrees that the security deposit may be transferred to a new owner, lessor, or  
agent of these premises, and release present lessor from any, and all, further liability of this security  
deposit.

WAIVER OF HOMESTEAD AND / OR POOR DEBTOR'S EXEMPTION: for the purposes of this  
Agreement, Tenants agree to waive Homestead and / or Poor Debtor's Exemption as provided under  
Virginia Law.

Initial [REDACTED]

PERSONAL PROPERTY: The following personal property is included:

Range ☒ Refrigerator ☒ Dish Washer ☒ Heat Pump ☐

Garbage Disposal ☒ Air Conditioner ☒ ☐ Washer and Dryer

Lessee responsible for maintenance on Dish Washer, Garbage Disposal, and Washer and Dryer

UTILITIES: Lessee(s) shall be responsible for all utilities unless expressly specified in writing by  
lessor:

Water & Sewer & Trash Pick-Up ☐ Electricity ☒ Heat ☒ Gas ☒  
(L) Lessor (X) Lessee(s)

**USE OF PREMISES:** The premises shall be used by lessee(s) as a private dwelling and no other purpose. These premises shall be occupied by no other person(s) except those persons and children listed on the application.

**PETS:** No dogs, cats, or other animals shall be kept on the premises without the prior written consent of the lessor.

**TRASH:** City and county ordinances require that all interior and exterior trash be placed in a covered container or dumpster (if provided).

**ALTERATIONS:** Except as provided below, you may not remodel or make any changes to your apartment or attach or remove any fixtures or equipment without our prior written consent. At our request, upon the expiration of your tenancy, you shall remove all fixtures and equipment added by you and return your apartment to its original condition at the beginning of your tenancy, at your cost and expense. In the event you fail to do so, we may make all necessary repairs and bill you for same. You agree to pay such costs immediately upon billing by us.

**INSPECTION AND ACCESS:** Lessor may enter said premises for inspections, maintenance, or repairs at reasonable times, or with lessor's agent. Notification by lessor shall be made, if possible. Agents of lessor may also enter for professional and legitimate purpose.

**MOVE-IN INSPECTION:** An inspection shall be made within five (5) days of lease commencement by lessor and lessee(s). Both parties will note any defects, damage, or discrepancies and stipulate them in writing.

**USE AND OCCUPANCY:** Lessee(s) agrees to abide by all federal, state, and county or city laws, and prohibit disorderly conduct and offensive behavior. Lessee(s) shall respect the rights, comfort, and privacy of others. Lessee(s) agrees to keep all appliances and furnishings in a good state of cleanliness and repair. Lessee(s) must be in compliance with all state and county ordinances and not keep any unregistered vehicles on this property. Lessee(s) will be responsible for replacement of all air filters after move-in and will be held responsible for any damages that have occurred due to non replacement of said filter. Lessee(s) will be responsible for the replacement of the 9-volt battery in the smoke detectors after move-in date. Lessee(s) will be responsible for all light bulbs. Lessee is required to keep a Fire Extinguisher in Kitchen.

Lessee(s) shall use water closets and other plumbing fixtures only for the purpose for which they were installed and not to place sweepings, rubbish, rags, or other articles in such fixtures. Lessee(s) shall not suspend any signs, advertisements, or notices upon or from any part of the property without the written consent of Lessor. Lessee(s) shall not place an iron safe, waterbed, or any other heavy articles on the premises without the written consent of Lessor and shall be liable to landlord for all damages resulting from the placement or moving of any such articles. Lessee(s) shall not use any harsh or abrasive cleaning compounds or solvents on any asphalt and tile floors and to use only waxes of a water emulsion type. Lessee(s) shall not deliberately or negligently destroy, deface, damage, impair or remove any part of the premises (including fixtures, facilities, and appliances) or permit any person(s) to do so whether known by the Lessee(s) or not, and Lessee(s) shall be responsible for any damages caused by his failure to comply with this requirement. Lessee(s) shall give the Lessor prompt notice of any such damages. All clogged drains requiring a service call will be charged to the Lessee. Lessee(s) shall conduct himself and require other persons on the premises whether known by the Lessor or not, to conduct themselves in a manner that will not disturb his neighbors' peaceful enjoyment of their premises. Lessee(s) shall not use the premises and not permit the premises to be used for any activity, which is illegal under federal, state and local law ordinances. Lessee(s) will not use or keep in the dwelling any explosives, kerosene, inflammable or combustible materials (including kerosene heaters) or otherwise use or permit the use of the premises in any manner which would increase the rate of fire or other insurance concerns on the premises. Lessee will not install any satellite equipment or dishes on property. Lessee(s) agrees to keep doors and windows closed during rain and snow and to maintain utilities to prevent freezing of pipes and heating/cooling systems, or other damages caused by negligence of Lessee(s). A violation of the rules and regulations set forth in this lease, and such additional rules and regulations imposed by lessor or Agent as permitted by law, shall be considered a breach of the lease for which Lessor shall be entitled to appropriate relief.

**CONDUCT:** Lessee agrees not to cause, or to allow any household member, guest, invitee or licensee to engage in any conduct on the leased premises, which is disorderly, disruptive, unlawful, or constitutes a nuisance. The prohibition of possession, use, transfer, or sale of illegal drugs; indecent exposure, the use of vulgar, profane, offensive, threatening or abusive language which can be heard from adjacent or public properties, or any other conduct which amounts to a nuisance or a breach of the peace. Any such conduct shall be treated as non-compliance with these rules and regulations, and will result, and will result in a breach of lease and will be a material default thereof. Non-Compliance of any Rules and Regulations will constitute grounds for termination of the lease agreement and Lessee will be required to vacate the property within thirty (30) days from the date of the notice. Any notice to vacate will be mailed via the U S Postal Service, delivered by the Landlord's agent, and / or

posted on the front door of the dwelling. Lessee authorizes any dissemination of information with regard to this lease and Lessor.

**PARKING:** Only park vehicles in designated areas provide by Lessor. No vehicles without current registration and city or county stickers are allowed on premises. No repair work is to be done in parking areas.

**DAMAGES TO PREMISES:** The Lessor agrees to make all repairs to keep your premises in a fit and habitable condition with reasonable promptness after receiving written notice for you of necessary services, except for the replacement of broken glass, which is entirely your responsibility. In the event of damage or defects to the property or its equipment, other than reasonable wear and tear, you will be held responsible and agree to pay promptly all cost incurred by us in making necessary repairs. You agree to notify us immediately of any defect or damage to the premises or its equipment, whether caused by you or not so that necessary repairs can be made to prevent further deterioration or damage. If you fail to notify us promptly and further damage or deterioration results, you may be held responsible for such further damage or deterioration and its repair.

**BODILY INJURY AND PROPERTY DAMAGE:** Lessor is not an insurer of lessee(s)'s personal property. Lessor shall not be liable to lessee(s)'s guests or agents for any bodily, or property damage suffered by lessee(s), guests, or agents of lessee(s), including anyone who unlawfully enter the premises. Lessee shall be required to obtain renters insurance and shall furnish Lessor with a copy of the certificate of insurance within ten (10) days.

**INSURANCE:** Lessee(s) covenants that lessee(s) shall protect by adequate insurance any "liability and personal property" injury or damages from whatever cause to lessee's person or property of those on the premises with the consent of Lessee. Lessee shall indemnify and hold Lessor harmless from any claims arising from such injury or damage, but this provision shall not be construed to relieve Lessor of any liability to Lessor imposed by law.

**INDEMNIFICATION:** Lessee(s) shall release from any and all liability, and indemnify the lessor, the lessor's agents from, and against all losses, expenses, and liabilities incurred by lessee(s), lessee(s)'s agents or guests. Lessor shall not be responsible for damages caused by, or resulting from malfunction of any plumbing, electrical, or other obstructions, nor for any injury or damage to personal property of lessee(s), lessee(s)'s agents or guests.

**SUBLEASE:** A sublease is prohibited without the express consent of the lessor in writing.

**ABANDONMENT:** Lessor may legally take action to remove property from the leased premises, and to restore and dispose of property considered to be abandoned, and apply said funds to any money due to lessor by the lessee(s), its agents or guests.

**TERMINATION OF LEASE:** Lessee is required to provide a written notification to the Lessor, 30 days prior to termination of said lease. The lease will automatically be renewed to a month to month lease by lessor upon notification of the lessee if lease is not terminated. If lease is terminated the lessee is still required to provide a written notification to the Lessor, 30 days prior to vacating the premises.

**EARLY TERMINATION:** In the event the resident terminates the lease prior to the termination date, as stated herein, the resident agrees to pay such charges as requested for the lease termination. These charges may include, but are not limited to (1) payment of rent until apartment is rented, (2) loss of deposit at move out, (3) payment of lease in full at move out. Payment of the early termination requirement does not release the resident from any damages to the apartment as a result of his/her occupancy. Lessee shall be responsible for all legal fees and any other fees or expenses to re-rent this apartment.

**ASSIGNMENT:** Lessor may assign this lease or any of its rights at anytime, or may mortgage, or execute a deed of trust covering all, or part of these premises. Lessee(s) shall not assign this lease, nor release any liability for the full performance of this lease.

**BREACH OF CONTRACT:** This lease is null and void if rent is not paid on due date, there is illegal use of these premises, legal proceedings against lessee(s) to levy or dispose of lessee(s)'s leasehold interest in leased premises. Lessor will have right to sue for rent, enter and take claim for all damages. If lessor pursues legal remedies, lessee(s) is liable and responsible for: all past due rent and other charges, all additional rent accrued until the expiration of the term of said lease, all late charges, all expenses incurred by lessor for cleaning, painting, and repairs due to negligence of lessee(s), all court costs, all attorney fees, incurred by lessor, and a collection fee equal to 25% of judgement amount and all additional expenses and fees.

**BREACH BY LESSOR:** Lessor must comply with all laws, which affect a lessee(s)'s safety. Lessee(s) may give written notice to lessor to identify any such condition on said premises, and allow a reasonable amount of time to correct any such condition. Lessee(s) shall not have the right to terminate this lease because of conditions caused by negligent or intentional acts of lessee(s) its agents, or guests.

**WITHOLDING OF RENT:** Lessee(s) may not withhold rent because of conditions on said premises, unless written notice has been given and lessor has failed to perform the required actions, within a reasonable period of time.

**HOLDING OVER:** In the event tenancy is terminated for any reason provided in this agreement, and you shall remain in possession thereafter, you shall be considered a hold-over tenant and we shall have the right to remove you and your possessions from the premises as provided by law in order to regain possession of the premises.

**RENTAL APPLICATION:** Your application for rental was relied upon in accepting you as a resident. Only persons listed on the application are permitted to live on the premises. If at any time during the term of the lease the persons living on the premises change from the persons shown on the application, you must notify and receive approval of this agreement. Until approval is given, you will be held responsible for any damages or cost incurred. Lessor shall avail himself of all rights and remedies to which he is entitled by law.

**NOTICES:** All notices required by this lease shall be in writing and delivered in person or by mail by either party. We require your rent to be paid by check or money order (NO CASH).

**GOVERNING LAW:** This lease is entered into under the laws of the Commonwealth of Virginia. This agreement and any attached addendums constitute the entire agreement, and no oral agreement form either party is binding upon the lessor and/or lessee(s), heirs, or executors or either party, in accordance with the 'Virginia Residential Landlord Act'.

Lessee hereby affirms that he or she \_\_\_\_\_ IS ☒ IS NOT a member of any branch of the military service.

Lessee hereby affirms that he or she \_\_\_\_\_ IS \_\_\_\_\_ IS NOT a member of any branch of the military service.

This agreement is hereby accepted by the parties below on this date: \_\_\_\_\_.

\_\_\_\_\_  
Lessee

\_\_\_\_\_  
SS#

\_\_\_\_\_  
Employer

\_\_\_\_\_  
Lessee

\_\_\_\_\_  
SS#

\_\_\_\_\_  
Employer

\_\_\_\_\_  
Lessor: T & R Properties, Inc.

\_\_\_\_\_  
Witness

\_\_\_\_\_  
Date



# Notification

## Watch Out For Lead-Based Paint Poison

This property was constructed before 1978. There is a possibility it contains lead-based paint. Please read the following information.

### Sources of Lead-Based Paint

The interiors of older homes and apartments often have layers of lead-based paint on the walls, ceilings, window sills, doors and door frames. Lead-based paint and primer may also have been used on outside porches, railings, gutters, fire escapes and lamp posts. When this paint chips, flakes or peels off, there may be a real danger for babies and young children. Children may eat paint chips or chew on painted railings, window sills or other items which paint are not around. Children can also ingest lead even if they do not specifically eat paint chips. For example, when children play in an area where there are loose paint chips or dust particles containing lead, they may put these particles on their hands, put their hands into their mouths, and ingest a dangerous amount of lead.

### Hazards of Lead-Based Paint

Lead poisoning is dangerous - especially to children under the age of seven (7). It can eventually cause mental retardation, blindness and even death.

### Symptoms of Lead-Based Paint Poisoning

Has your child been especially cranky or irritable? Is he or she eating normally? Does your child have stomachaches and vomiting? Does he or she complain about headaches? Is your child unwilling to play? These may be signs of lead poisoning. Many times though, there are no symptoms at all. Because there are no symptoms does not mean that you should not be concerned if you believe your child has been exposed to lead-based paint.

### Advisability and Availability of Blood Lead Level Screening

If you suspect that your child has eaten chips of paint or someone told you this, you should take your child to the doctor or clinic for testing. If the test shows that your child has an elevated blood lead level, treatment is available. Contact your doctor or local health department for help or more information. Lead screening and treatment are available through the National Program for those who are eligible. If your child is identified as having an elevated blood lead level, you should immediately notify the Community

Development or other agency to which you or your landlord is applying for rehabilitation assistance so the necessary steps can be taken to get your unit free of lead-based paint hazards. If your unit does have lead-based paint, you may be eligible for assistance to abate that hazard.

### Precautions to Take to Prevent Lead-Based Paint Poisoning

You can avoid lead-based paint poisoning by performing some preventive maintenance. Look at your walls, ceilings, doors, door frames and window sills. Are there places where the paint is peeling, flaking, chipping, or powdering? If so, there are some things you can do immediately to protect your child:

- Cover all furniture and appliances;
- Get a broom or stiff brush and remove all loose pieces of paint from walls, woodwork, window walls and ceilings;
- Sweep up all pieces of paint and plaster and put them in a paper bag or wrap them in newspaper. Put these packages in the trash can. **DO NOT BURN THEM.**
- Do not leave paint chips on the floor in window wells. Dump mop floors and window sills in and around the work area to remove all dust and paint particles. Keeping these areas clear of paint chips, dust and dirt is easy and very important; and
- Do not allow loose paint to remain within your children's reach since children may pick loose paint off the lower part of the wall.

### Homeowner Maintenance and Treatment of Lead-Based Paint Hazards

As a homeowner, you should take the necessary steps to keep your home in good shape. Water leaks from faulty plumbing, defective roofs and exterior holes or breaks may admit rain and dampness into the interior of your home. These conditions damage walls and ceilings and cause paint to peel, crack or flake. These conditions should be corrected immediately. Before repainting, all surfaces that are peeling, cracking, chipping or loose should be thoroughly cleaned by scraping or brushing the loose paint from the surface, then repainted with two (2) coats of non-lead paint. Instead of scraping and repainting,

the surface may be covered with such as wallpaper, glass, or a thin layer of lead-based paint is toiling or mending, a child is created hazardous. The dust can cause breathing it or swallowing it. The paint removal could create a situation which may cause poisoning if in long period of time. Whenever removal of lead-based paint also when there are no children or people on the premises. Simply painting lead-based paint surfaces does not remove the hazard. Remember that you play a major role in the prevention. Your actions and the lead problem can make a difference.

### Tenant and Homeowner Responsibilities

You should immediately notify the office or the agency through which you are leasing your home if the unit is being, powdering or peeling paint from plumbing, or a defective or operate with that office's effort.

☒ I have received a copy of the notice "Watch Out for Lead

11-12-21

Date

Print Full Name

Signature



supplemental information:

For general information or to obtain copies of the final rule, pamphlet or background materials, contact the National Information Clearinghouse (NIC), toll free, at (800-424-LEAD) or FAX requests to the NIC at (202) 859-1192. You also contact our office at 1-804-783-8731 (Housing Management Special Programs) for assistance.

LEASE ATTACHMENT  
DISCLOSURE OF INFORMATION ON LEAD-BASED PAINT AND/OR LEAD-BASED PAINT HAZARD

LEAD WARNING STATEMENT

Housing built before 1978 may contain lead-based paint. Lead-based paint, when disturbed, can create lead dust or lead chips. Lead dust or lead chips can be inhaled or ingested, especially by children. Lead exposure can cause health problems, especially in children and pregnant women. Before renting, you should be informed of the presence of lead-based paint hazards in the dwelling. Lessee must also receive approved pamphlet on lead poisoning prevention.

LESSOR'S DISCLOSURE

A. Presence of lead-based paint and/or lead-based paint hazards (Check (1) or (2) below):

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

2. ☒ Lessor has no knowledge of lead-based paint and/or lead-based paint hazards in the housing.

B. Records and reports available to the lessor (Check (1) or (2) below):

1. ☐ Lessor has provided the lessee with all available and reports pertaining to lead-based paint and/or lead-based paint in the housing (list documents below):


2. ☒ Lessor has no reports or records pertaining to lead-based paint and/or lead-based paint hazards in the housing.

LESSEE'S ACKNOWLEDGMENT (Initial)

 Lessee has received copies of all information listed above.

 Lessee has received the pamphlet *Protect Your Family from Lead in Your Home*.


AGENT'S ACKNOWLEDGMENT (Initial)

 Agent has informed the lessor of the lessor's obligations under 42 U.S.C. 4852 (d) and is aware of his/her responsibility to ensure compliance.

CERTIFICATION OF ACCURACY

The following parties have reviewed the information above and certify, to the best of their knowledge, that the information they provided is true and accurate.

Signatures:

   
Lessor Date 11/12/21  
Lessee Date 11-12-21  
Agent Date

Lessor Date  
Lessee Date  
Agent Date

T R PROPERTIES, INC.  
P.O. BOX 3565  
MARTINSVILLE, VIRGINIA 24115-3565  
(276) 666-1527

LEASE AGREEMENT

For your protection and ours, it is necessary that you comply with the provisions of this agreement and the requirements of the 'Residential Landlord Act' (Virginia Code 55 248-2-55-248).

This lease agreement is made this 24<sup>th</sup> Feb. 2020 and between T R Properties, Inc., Lessor and [REDACTED] Lessee(s), at the following address:

212 COLLEGE STREET APT. 3  
MARTINSVILLE VA 24112

This lease shall commence for the term of one-year beginning on 2-27-2020 and ending on 2-23-2021.

RENT: The lessee(s) agrees to pay the rent of \$ 395.00 due and payable in twelve (12) monthly installments (\$ 417.88). Payment is due on the first day of said lease. A late charge of ten percent (10%) is charged and accrued if rent is not received by Lessor within five (5) days of the due date. Rent shall be mailed to T R Properties, Inc., P.O. Box 3565, Martinsville, VA 24115-3565, or delivered in person to 25 Broad St, Suite 2A, Martinsville, VA 24112.

PRO-RATED RENT: The rent will be pro-rated for the month of FEBRUARY in the amount of \$400. The rent amount of \$ 395.00 will be due on the first of MARCH and every month afterwards.

BAD CHECKS: All returned checks shall be charged \$45.00 for each return, plus a \$5.50 handling fee as charged to us by the bank. This charge is in addition to any late charges. Lessor shall have the option to request payment by cash, cashiers or certified check.

SECURITY DEPOSIT: Lessee(s) agrees to pay an additional sum of \$ 395.00 as a security deposit. This is due at lease commencement unless other arrangement is made. This deposit is held as security for the full and faithful performance of the terms and conditions of this agreement, not limited to, but including the return of the leased premises to the lessor at the end of the expiration of lease, together with all keys, fixtures, appliances, furnishings, etc., as noted in said lease, and in the same condition as when received, reasonable wear, excepted. Lessee(s) have no right to deduct the security deposit from the rental payment for the last month of any term of this Lease Agreement. Upon termination of lease, or vacating of premises, lessor has the right to inspect these premises. All damages shall be deducted from the security deposit. All cleaning necessary shall also be deducted. In the event the security deposit is insufficient to cover all costs incurred by lessor for the above, lessee(s) agrees to pay for all additional costs and charges due lessor promptly upon presentation of these charges. Lessee agrees that the security deposit may be transferred to a new owner, lessor, or agent of these premises, and release present lessor from any, and all, further liability of this security deposit.

WAIVER OF HOMESTEAD AND / OR POOR DEBTOR'S EXEMPTION: for the purposes of this Agreement, Tenants agree to waive Homestead and / or Poor Debtor's Exemption as provided under Virginia Law.

Initial [REDACTED]

PERSONAL PROPERTY: The following personal property is included:

Range ☒ Refrigerator ☒ Dish Washer ☐ Heat Pump ☐

Garbage Disposal ☐ Air Conditioner ☒ Washer and Dryer hook-up

Lessee responsible for maintenance on Dish Washer, Garbage Disposal, and Washer and Dryer

UTILITIES: Lessee(s) shall be responsible for all utilities unless expressly specified in writing by lessor:

Water & Sewer & Trash Pick-Up ☐ Electricity ☒ Heat ☒ Gas ☒ SEE APPENDUM  
(L) Lessor (X) Lessee(s)

**USE OF PREMISES:** The premises shall be used by lessee(s) as a private dwelling and no other purpose. These premises shall be occupied by no other person(s) except those persons and children listed on the application.

**PETS:** No dogs, cats, or other animals shall be kept on the premises without the prior written consent of the lessor.

**TRASH:** City and county ordinances require that all interior and exterior trash be placed in a covered container or dumpster (if provided).

**ALTERATIONS:** Except as provided below, you may not remodel or make any changes to your apartment or attach or remove any fixtures or equipment without our prior written consent. At our request, upon the expiration of your tenancy, you shall remove all fixtures and equipment added by you and return your apartment to its original condition at the beginning of your tenancy, at your cost and expense. In the event you fail to do so, we may make all necessary repairs and bill you for same. You agree to pay such costs immediately upon billing by us.

**INSPECTION AND ACCESS:** Lessor may enter said premises for inspections, maintenance, or repairs at reasonable times, or with lessor's agent. Notification by lessor shall be made, if possible. Agents of lessor may also enter for professional and legitimate purpose.

**MOVE-IN INSPECTION:** An inspection shall be made within five (5) days of lease commencement by lessor and lessee(s). Both parties will note any defects, damage, or discrepancies and stipulate them in writing.

**USE AND OCCUPANCY:** Lessee(s) agrees to abide by all federal, state, and county or city laws, and prohibit disorderly conduct and offensive behavior. Lessee(s) shall respect the rights, comfort, and privacy of others. Lessee(s) agrees to keep all appliances and furnishings in a good state of cleanliness and repair. Lessee(s) must be in compliance with all state and county ordinances and not keep any unregistered vehicles on this property. Lessee(s) will be responsible for replacement of all air filters after move-in and will be held responsible for any damages that have occurred due to non replacement of said filter. Lessee(s) will be responsible for the replacement of the 9-volt battery in the smoke detectors after move-in date. Lessee(s) will be responsible for all light bulbs. Lessee is required to keep a Fire Extinguisher in Kitchen.

Lessee(s) shall use water closets and other plumbing fixtures only for the purpose for which they were installed and not to place sweepings, rubbish, rags, or other articles in such fixtures. Lessee(s) shall not suspend any signs, advertisements, or notices upon or from any part of the property without the written consent of Lessor. Lessee(s) shall not place an iron safe, waterbed, or any other heavy articles on the premises without the written consent of Lessor and shall be liable to landlord for all damages resulting from the placement or moving of any such articles. Lessee(s) shall not use any harsh or abrasive cleaning compounds or solvents on any asphalt and tile floors and to use only waxes of a water emulsion type. Lessee(s) shall not deliberately or negligently destroy, deface, damage, impair or remove any part of the premises (including fixtures, facilities, and appliances) or permit any person(s) to do so whether known by the Lessee(s) or not, and Lessee(s) shall be responsible for any damages caused by his failure to comply with this requirement. Lessee(s) shall give the Lessor prompt notice of any such damages. All clogged drains requiring a service call will be charged to the Lessee. Lessee(s) shall conduct himself and require other persons on the premises whether known by the Lessor or not, to conduct themselves in a manner that will not disturb his neighbors' peaceful enjoyment of their premises. Lessee(s) shall not use the premises and not permit the premises to be used for any activity, which is illegal under federal, state and local law ordinances. Lessee(s) will not use or keep in the dwelling any explosives, kerosene, inflammable or combustible materials (including kerosene heaters) or otherwise use or permit the use of the premises in any manner which would increase the rate of fire or other insurance concerns on the premises. Lessee will not install any satellite equipment or dishes on property. Lessee(s) agrees to keep doors and windows closed during rain and snow and to maintain utilities to prevent freezing of pipes and heating/cooling systems, or other damages caused by negligence of Lessee(s). A violation of the rules and regulations set forth in this lease, and such additional rules and regulations imposed by lessor or Agent as permitted by law, shall be considered a breach of the lease for which Lessor shall be entitled to appropriate relief.

**CONDUCT:** Lessee agrees not to cause, or to allow any household member, guest, invitee or licensee to engage in any conduct on the leased premises, which is disorderly, disruptive, unlawful, or constitutes a nuisance. The prohibition of possession, use, transfer, or sale of illegal drugs; indecent exposure, the use of vulgar, profane, offensive, threatening or abusive language which can be heard from adjacent or public properties, or any other conduct which amounts to a nuisance or a breach of the peace. Any such conduct shall be treated as non-compliance with these rules and regulations, and will result, and will result in a breach of lease and will be a material default thereof. Non-Compliance of any Rules and Regulations will constitute grounds for termination of the lease agreement and Lessee will be required to vacate the property within thirty (30) days from the date of the notice. Any notice to vacate will be mailed via the U S Postal Service, delivered by the Landlord's agent, and / or

posted on the front door of the dwelling. Lessee authorizes any dissemination of information with regard to this lease and Lessor.

**PARKING:** Only park vehicles in designated areas provide by Lessor. No vehicles without current registration and city or county stickers are allowed on premises. No repair work is to be done in parking areas.

**DAMAGES TO PREMISES:** The Lessor agrees to make all repairs to keep your premises in a fit and habitable condition with reasonable promptness after receiving written notice for you of necessary services, except for the replacement of broken glass, which is entirely your responsibility. In the event of damage or defects to the property or its equipment, other than reasonable wear and tear, you will be held responsible and agree to pay promptly all cost incurred by us in making necessary repairs. You agree to notify us immediately of any defect or damage to the premises or its equipment, whether caused by you or not so that necessary repairs can be made to prevent further deterioration or damage. If you fail to notify us promptly and further damage or deterioration results, you may be held responsible for such further damage or deterioration and its repair.

**BODILY INJURY AND PROPERTY DAMAGE:** Lessor is not an insurer of lessee(s)'s personal property. Lessor shall not be liable to lessee(s)'s guests or agents for any bodily, or property damage suffered by lessee(s), guests, or agents of lessee(s), including anyone who unlawfully enter the premises. Lessee shall be required to obtain renters insurance and shall furnish Lessor with a copy of the certificate of insurance within ten (10) days.

**INSURANCE:** Lessee(s) covenants that lessee(s) shall protect by adequate insurance any "liability and personal property" injury or damages from whatever cause to lessee's person or property of those on the premises with the consent of Lessee. Lessee shall indemnify and hold Lessor harmless from any claims arising from such injury or damage, but this provision shall not be construed to relieve Lessor of any liability to Lessor imposed by law.

**INDEMNIFICATION:** Lessee(s) shall release from any and all liability, and indemnify the lessor, the lessor's agents from, and against all losses, expenses, and liabilities incurred by lessee(s), lessee(s)'s agents or guests. Lessor shall not be responsible for damages caused by, or resulting from malfunction of any plumbing, electrical, or other obstructions, nor for any injury or damage to personal property of lessee(s), lessee(s)'s agents or guests.

**SUBLEASE:** A sublease is prohibited without the express consent of the lessor in writing.

**ABANDONMENT:** Lessor may legally take action to remove property from the leased premises, and to restore and dispose of property considered to be abandoned, and apply said funds to any money due to lessor by the lessee(s), its agents or guests.

**TERMINATION OF LEASE:** Lessee is required to provide a written notification to the Lessor, 30 days prior to termination of said lease. The lease will automatically be renewed to a month to month lease by lessor upon notification of the lessee if lease is not terminated. If lease is terminated the lessee is still required to provide a written notification to the Lessor, 30 days prior to vacating the premises.

**EARLY TERMINATION:** In the event the resident terminates the lease prior to the termination date, as stated herein, the resident agrees to pay such charges as requested for the lease termination. These charges may include, but are not limited to (1) payment of rent until apartment is rented, (2) loss of deposit at move out, (3) payment of lease in full at move out. Payment of the early termination requirement does not release the resident from any damages to the apartment as a result of his/her occupancy. Lessee shall be responsible for all legal fees and any other fees or expenses to re-rent this apartment.

**ASSIGNMENT:** Lessor may assign this lease or any of its rights at anytime, or may mortgage, or execute a deed of trust covering all, or part of these premises. Lessee(s) shall not assign this lease, nor release any liability for the full performance of this lease.

**BREACH OF CONTRACT:** This lease is null and void if rent is not paid on due date, there is illegal use of these premises, legal proceedings against lessee(s) to levy or dispose of lessee(s)'s leasehold interest in leased premises. Lessor will have right to sue for rent, enter and take claim for all damages. If lessor pursues legal remedies, lessee(s) is liable and responsible for: all past due rent and other charges, all additional rent accrued until the expiration of the term of said lease, all late charges, all expenses incurred by lessor for cleaning, painting, and repairs due to negligence of lessee(s), all court costs, all attorney fees, incurred by lessor, and a collection fee equal to 25% of judgement amount and all additional expenses and fees.

**BREACH BY LESSOR:** Lessor must comply with all laws, which affect a lessee(s)'s safety. Lessee(s) may give written notice to lessor to identify any such condition on said premises, and allow a reasonable amount of time to correct any such condition. Lessee(s) shall not have the right to terminate this lease because of conditions caused by negligent or intentional acts of lessee(s) its agents, or guests.

**WITHOLDING OF RENT:** Lessee(s) may not withhold rent because of conditions on said premises, unless written notice has been given and lessor has failed to perform the required actions, within a reasonable period of time.

**HOLDING OVER:** In the event tenancy is terminated for any reason provided in this agreement, and you shall remain in possession thereafter, you shall be considered a hold-over tenant and we shall have the right to remove you and your possessions from the premises as provided by law in order to regain possession of the premises.

**RENTAL APPLICATION:** Your application for rental was relied upon in accepting you as a resident. Only persons listed on the application are permitted to live on the premises. If at any time during the term of the lease the persons living on the premises change from the persons shown on the application, you must notify and receive approval of this agreement. Until approval is given, you will be held responsible for any damages or cost incurred. Lessor shall avail himself of all rights and remedies to which he is entitled by law.

**NOTICES:** All notices required by this lease shall be in writing and delivered in person or by mail by either party. We require your rent to be paid by check or money order (NO CASH).

**GOVERNING LAW:** This lease is entered into under the laws of the Commonwealth of Virginia. This agreement and any attached addendums constitute the entire agreement, and no oral agreement form either party is binding upon the lessor and/or lessee(s), heirs, or executors or either party, in accordance with the ' Virginia Residential Landlord Act'.

Lessee hereby affirms that he or she IS ☒ IS NOT a member of any branch of the military service.

Lessee hereby affirms that he or she IS ☒ IS NOT a member of any branch of the military service.

This agreement is hereby accepted by the parties below on this date: 2-24-2020.

Lessee

SS#

Employer

Lessee

SS#

Employer

Lessor: T R Properties, Inc.

Witness

Date

February 24, 2020

To: Owners, and Tenants & Purchasers  
of Housing Constructed  
before 1978

# Notification

## Watch Out For Lead-Based Paint Poison

This property was constructed before 1978. There is a possibility it contains lead-based paint. Please read the following information about lead-based paint poisoning.

### Sources of Lead-Based Paint

The interiors of older homes and apartments often have layers of lead-based paint on the walls, ceilings, window sills, doors and door frames. Lead-based paint and primers may also have been used on outside porches, railings, gutters, fire escapes and lamp posts. When the paint chips, flakes or peels off, there may be a real danger for babies and young children. Children may eat paint chips or chew on painted railings, window sills or other items when parents are not around. Children can also ingest lead even if they do not specifically eat paint chips. For example, when children play in an area where there are loose paint chips or dust particles containing lead, they may get these particles on their hands, put their hands into their mouths, and ingest a dangerous amount of lead.

### Hazards of Lead-Based Paint

Lead poisoning is dangerous - especially to children under the age of seven (7). It can eventually cause mental retardation, blindness and even death.

### Symptoms of Lead-Based Paint Poisoning

Has your child been especially cranky or irritable? Is he or she eating normally? Does your child have stomachaches and vomiting? Does he or she complain about headaches? Is your child unwilling to play? These may be signs of lead poisoning. Many times though, there are no symptoms at all. Because there are no symptoms does not mean that you should not be concerned if you believe your child has been exposed to lead-based paint.

### Advisability and Availability of Blood Lead Level Screening

If you suspect that your child has eaten chips of paint or someone told you this, you should take your child to the doctor or clinic for testing. If the test shows that your child has an elevated blood lead level, treatment is available. Contact your doctor or local health department for help or more information. Lead screening and treatment are available through the Medicaid Program for those who are eligible. If your child is identified as having an elevated blood lead level, you should immediately notify the Community

Development or other agency to which you or your landlord is applying for rehabilitation assistance so the necessary steps can be taken to test your unit for lead-based paint hazards. If your unit does have lead-based paint, you may be eligible for assistance to abate that hazard.

### Precautions to Take to Prevent Lead-Based Paint Poisoning

You can avoid lead-based paint poisoning by performing some preventive maintenance. Look at your walls, ceilings, doors, door frames and window sills. Are there places where the paint is peeling, flaking, chipping, or powdering? If so, there are some things you can do immediately to protect your child:

- Cover all furniture and appliances;
- Get a broom or stiff brush and remove all loose pieces of paint from walls, woodwork, window wells and ceilings;
- Sweep up all pieces of paint and plaster and put them in a paper bag or wrap them in newspaper. Put these packages in the trash can. **DO NOT BURN THEM!**
- Do not leave paint chips on the floor in window wells. Damp mop floors and window sills in and around the work area to remove all dust and paint particles. Keeping these areas clear of paint chips, dust and dirt is easy and very important; and
- Do not allow loose paint to remain within your children's reach since children may pick loose paint off the lower part of the walls.

### Homeowner Maintenance and Treatment of Lead-Based Paint Hazards

As a homeowner, you should take the necessary steps to keep your home in good shape. Water leaks from faulty plumbing, defective roofs and exterior holes or breaks may admit rain and dampness into the interior of your home. These conditions damage walls and ceilings and cause paint to peel, crack or flake. These conditions should be corrected immediately. Before repainting, all surfaces that are peeling, cracking, chipping or loose should be thoroughly cleaned by scraping or brushing the loose paint from the surface, then repainted with two (2) coats of non-lead paint instead of scraping and repainting.

the surface may be covered with such as wallboard, gypsum, or that when lead-based paint is rising or sanding, a dust is created hazardous. The dust can enter breathing or swallowing it. Paint removal could create a which may cause poisoning if a long period of time. Whenever removal of lead-based paint is when there are no children or on the premises. Simply paint lead-based paint surfaces does the hazard. Remember that play a major role in the prevention. Your actions and the lead problem can make a

### Tenant and Homebuyer Help

You should immediately notify office or the agency through which you bought your home if the unit is peeling, powdering or peeling paint from plumbing, or a defective is operate with that office's client

I have received a copy of entitled "Watch Out for Lead

2-24-203  
Date

Print Full Name

Signature

Supplemental Information:

For general information or to obtain copies of the final rule, pamphlet or background materials, contact the National Information Clearinghouse (NLIC), toll free, at (800-424-LEAD) or FAX requests to the NLIC at (202) 659-1192. You also contact our office at 1-804-783-6731 (Housing Management Special Programs) for assistance.

LEASE ATTACHMENT  
DISCLOSURE OF INFORMATION ON LEAD-BASED PAINT AND/OR LEAD-BASED PAINT HAZARD

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 properly maintained. Lead exposure is especially harmful to young children and pregnant women. Before renting pre-1978 housing, lessor must disclose the presence of known lead-based paint and/or lead-based paint hazards in the dwelling. Lessees must also receive a approved pamphlet on lead poisoning prevention.

LESSOR'S DISCLOSURE

A. Presence of lead-based paint and/or lead-based paint hazards [Check (1) or (2) below]:

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

2. ☒ Lessor has no knowledge of lead-based paint and/or lead-based paint hazards in the housing.

B. Records and reports available to the lessor [Check (1) or (2) below]:

1. ☐ Lessor has provided the lessee with all available and reports pertaining to lead-based paint and/or lead-based paint in the housing (list documents below):

2. ☒ Lessor has no reports or records pertaining to lead-based paint and/or lead-based paint hazards in the housing.

LESSEE'S ACKNOWLEDGMENT (initial)

Lessee has received copies of all information listed above.

Lessee has received the pamphlet *Protect Your Family from Lead in Your Home*.

AGENT'S ACKNOWLEDGMENT (initial)

Agent has informed the lessor of the lessor's obligations under 42 U.S.C. 4852 (d) and is aware of his/her responsibility to ensure compliance.

CERTIFICATION OF ACCURACY

The following parties have reviewed the information above and certify, to the best of their knowledge, that the information they provided is true and accurate.

Signatures:

Lessor

Date

Lessor

Date

Lessee

Date

Lessee

Date

Agent

Date

Agent

Date

T R Properties, Inc.  
P. O. Box 3565  
Martinsville, VA 24115-3565  
276-666-1527

Addendum to Lease Agreement

This Addendum to the Lease Agreement between T R Properties, Inc. (Lessor) and  
[REDACTED]  
(Lessee)

dated 2-24-2020 which commenced on 2-24-2020 and ends  
on 2-23-2021 is as follows:

Premises: Lessee hereby leases from Lessor the premises known as:

212 College STREET #3 Martinsville, VA

Term: The term of this addendum shall coincide with the Lease Agreement, beginning  
on 2-24-2020 and ending on 2-23-2021.

T R Properties Inc. will have Southwestern Virginia Gas put the utility bill for gas  
usage at 212 College St. #3 in our name. The tenants'  
[REDACTED] agree to reimburse

T R Properties the amount due each month and a monthly service fee of \$2.00.

All other Terms and Conditions of the Lease Agreement remain unchanged.

The above conditions are agreed upon by Lessor and Lessee. This agreement shall  
commence on 2-24-2020.

[REDACTED]  
T R Properties, Inc.,

Lessor

2-24-2020  
Date

[REDACTED]  
Lessee

2-24-2020  
Date

[REDACTED]  
Witness

2-24-2020  
Date