

# RESIDENTIAL LEASE for **ODUrent**

THIS LEASE made on \_\_\_\_\_, 2024, between **Polizos Properties LLC** (hereinafter called “Landlord”) and the following Tenants: \_\_\_\_\_

\_\_\_\_\_ jointly and severally (hereinafter “Tenants”), have agreed:

**PREMISES:** \_\_\_\_\_, Norfolk, VA, 235 \_\_\_\_\_ **Notes** \_\_\_\_\_

**TERM:** Start Date: \_\_\_\_\_, 2024 End Date: \_\_\_\_\_, 2025

**PRORATE:** 1<sup>st</sup> Month: \$ \_\_\_\_\_ Last month \$ \_\_\_\_\_ **Prorate Due 5-days before Move-In**

(If Premises is undeliverable at no fault of Landlord, the same shall not be liable nor shall Lease terminate and rent will be prorated)

**RENT:** \$ \_\_\_\_\_ per month. **Due on 1<sup>st</sup>, Late on 4<sup>th</sup>!** **Late Fee:** 10% of Recur. Charges; **Collections Fee:** 10% Recur. Charges

Tenants **required to LOG-IN ONLINE** and pay **INDIVIDUALLY** by electronic check (no fee) / credit card (additional fee)

If any reversed payments online, the option is removed and only a verified cashier’s check or money order will be accepted.

**RENEWAL:** Lease **DOES NOT** automatically renew! Deadline to request renewal and sign new lease: **February 7th, 2025**

**SECURITY DEPOSIT:** \$ \_\_\_\_\_ **UTILITIES** paid to landlord: Water \$ \_\_\_\_\_ Gas \$ \_\_\_\_\_ *Per Person Monthly*

**Initials:** \_\_\_\_\_

**UTILITIES** paid to Utility company: Tenants pay for **Power** , **Water**  and **Gas**  and shall call **BEFORE Lease Start Date** to turn on and keep on from the 1<sup>st</sup> day UNTIL the last day of the Lease Term. Tenants expressly acknowledge that **ALL UTILITIES must always remain on, otherwise, Tenants shall be charged a \$60 fee and back billed for the amount Landlord paid.** Landlord will not be responsible for utilities or tenant disputes. **We HIGHLY recommend adding all roommates to utility accounts.**

**NOTE:** Tenants of The Mill, 636, 772, 792, 824/826 51<sup>st</sup>, 835/841/847 46th, 846-47, 855, 1017, 1305 Mel., 1311 (2bed), 1315, 1336 #3, 1420, 3910, 4719, Titus, Delaware (2bed), Lenox, 441, 639, 805, 855, 865, 951, 9620, 4617, 1055 - **\$40 Water Tenant/Month to Landlord**

**NOTE:** Delaware (1bed), 1311 (1bed), 4707 Killam, 4805-4811 Killam, 4617 Colley, 3910 - **\$50/Month water fee to Landlord**

**NOTE:** 792, 636, 1315 **\$20 Gas /Tenant/Month**; 792 **\$40 Electric /Tenant/Month**

**FAILURE TO PAY:** If Tenant fails to pay Rent by the 1st of the month, the above late fee and collection fee will be added to their account. A notice will be sent stating Tenant have five (5) days to pay the entire balance or Landlord may terminate Lease and file an unlawful detainer with the court. **Tenants will be charged all additional court fees incurred.** Landlord reserves the right to solely evict the Tenant who fails to pay their portion of the Rent + fees/costs. If Landlord chooses to **evict/terminate a Tenant** OR is required to **release due to military orders**, then the Lease shall continue with all other Tenants, and **remaining Tenants shall be responsible** to pay the **Total Rent** per month, until a replacement tenant signs onto this Lease. **Tenants must pay with certified funds and online payment access will be restricted.**

**SECURITY DEPOSIT:** Tenants **shall pay the Security Deposit at signing**, and the Security Deposit shall be treated as security for Tenants’ covenant to faithfully perform all terms of this lease. After Start Date, if Tenants fail to perform the foregoing obligations, the Landlord may terminate Lease and Tenants shall surrender the Security Deposit. Landlord shall apply the Security Deposit towards the balance, and Tenants shall be liable for any remainder. **NOTE:** Tenants may **NOT apply the deposit** to any of the rent, charges, or balances..

**NOTE:** Within **45 days** of Lease Term expiration, the Security Deposit, less any damages or fees, shall be mailed to Tenants, along with a current statement. Tenants are **required to** email the office a forwarding address.

**MOVE IN:** Tenants can access premises **after 4pm** of Start Date, **ONLY IF ALL prorated rent and security deposit is paid and utilities are turned on.** Tenants shall turn in a “Move-In Inspection Form” within 5 days of Start Date or deem Premises in good condition.

**UNLAWFUL USE/DISTURBANCES:** Tenants shall not use the premises for any **disorderly or unlawful purpose** or in any manner to interfere with all Tenants and neighboring resident(s) quiet enjoyment of their residence, or cause Police or other authorities to visit for improper conduct, illegal activity, excessive guests, noise, or failure to maintain Premises in a clean and sanitary condition.

**NOTE:** The Premises shall comply with all laws and ordinances (ex. no business use) and **shall be occupied only by the Tenants on this Lease. No guest may stay longer than 10 days during the entire Term of this Lease.**

**REPAIRS:** Tenants shall submit notice, **within 5-days of discovery, through their online account to the Landlord for repairs, damages or hazards and call in all emergencies (675-7200).** Failure to do so will result in Tenant being held responsible for further damage/repairs sustained to the Premises or persons. Maintenance will **enter Premises, even if the tenant is not home.**

1. Tenants or their agents shall not attempt any repairs, nor remodel, structurally change premises or remove appliances/fixtures.
2. Landlord shall in no way be liable for any damages arising out of Tenant’s operation or use of appliances/fixtures on premises.
3. Landlord maintains appliances & fixtures such as refrigerator, stove, washer/dryer, electrical & plumbing fixtures, heating/AC.
4. Landlord shall charge, and Tenant shall pay, any damages caused by negligence or misuse by Tenant or guests.

**Moisture, Mold or Mildew:** Tenants shall use reasonable efforts to maintain Premises to prevent excess moisture and mold growth, including, but not limited to, keeping temperatures at normal levels and using bathroom exhaust fans. Tenant's failure to use reasonable efforts or failure to promptly notify Landlord within 5-days of discovery shall result in Tenants releasing Landlord and Landlord's agents from all claims or liability for any and all loss, damage, suits, costs, or injury to Tenants or guests, visitors, and agents of Tenants.

**PETS:** Pets are permitted **ONLY** with the Landlord's approval. A pet application must be completed prior to the pet being on the Premises, as well as other additional requirements. Tenants will be liable for cleaning/exterminating costs and a \$100 fine for each occurrence of an unauthorized pet. There is a maximum of 2 pets per property. **NOTE: NO PETS ALLOWED AT THE MILL.**

**RIGHT OF ACCESS:** Upon 24-hour notice by email to Tenants, Landlord and its agents may enter the Premises to inspect, make improvements, or show the Premises to prospective tenants.

**NOTE:** For work requests without appointment or an **emergency** or if notice is impractical, Landlord may enter **without notice**.

**NOTE:** Tenants shall give notice to Landlord of any lengthy absence so the Landlord may protect property.

**NOTE:** If Tenants refuse access, Tenants are violating state law and Landlords may obtain injunctive relief to access premises and evict Tenants.

**SMOKE ALARMS/Carbon monoxide:** Tenants acknowledge that one or more smoke alarms have been installed per floor and successfully tested in all Premises. In units with gas service, a Carbon Monoxide detector has also been installed and tested.

**VA LAW:** It is the **Tenant's responsibility to test monthly and replace batteries and report malfunctions immediately** to Landlord.

**Do NOT tamper** Smoke alarms/batteries or **pay \$50 fine**.

Note: Virginia Natural Gas has **added a rotten egg smell to natural gas** for your protection and if you suspect a leak call 866-229-3578.

Note: Landlord has also installed **Stove Top Fire Stops** under the range hood on select properties, to reduce the spread of a stove fire.

**FIRE/CASUALTY:** Tenants shall **NOT permit any act or omission which will increase the fire hazard** on or around the Premises. If the Premise is damaged by fire, enemy action, or other casualty, Landlord shall have the option to repair the damage within 14 days and Tenants may NOT terminate the Lease. If the Premise is damaged substantially and Landlord is not able to repair within 14 days, Tenants or Landlord may terminate in writing with 14-day notice.

**NOTE:** If damage was caused by a deliberate or **negligent act of Tenants** or any guests, visitors, invitees or agents of Tenants, Tenants shall **NOT** have the option to terminate, and Tenants shall be liable for all damages including lost rent.

**PROPERTY LOSS:** All personal property placed in or about Premises **shall be the sole risk of Tenants** or the parties owning the same. Landlord **shall not** be liable for any loss/damage resulting from fire, theft, leaks or other casualty unless the same is due to the negligence of the Landlord. **Renter's Insurance is REQUIRED** or may opt for coverage under parent/guardian homeowners policy.

**LIABILITY:** Landlord shall NOT be liable for any injury or damage to persons or property from any cause including unknown latent defect or deterioration of Premises, unless damage is adjudicated to be a deliberate or negligent act on their part. Tenants shall indemnify and hold harmless Landlord from all liability, claims, damages, losses or legal fees, caused by the negligence or willful acts of Tenants and the guests, agents and visitors of Tenants, including the failure to report repair/damages within 5-days of discovery. Tenants shall be liable for any damage, injury or loss resulting from windows or doors left open/unlocked.

**EARLY RELEASE FROM LEASE: An individual Tenant cannot prematurely terminate, sublet, or assign any part of this Lease without satisfying all required conditions:**

- a. Provide Landlord and all other Tenants with written notice of their intent to vacate the Premises. The Tenant's date of release from this Lease shall be 60-days from the next rental payment due date
- b. Tenant will be in good standing with no outstanding balance
- c. Pay an early release fee equal to one month's worth of Rent due at the time the early release addendum is signed
- d. Pay monthly Rent up to the release date (Note: this must be paid, before signing to a new property)

If a suitable replacement is not found and approved by the remaining tenants within the 60-day notice period, remaining Tenants will be responsible for the ENTIRE Rent following the notice period until a replacement is found. In the event a replacement is found and approved prior to the release date, the vacating Tenant's Rent will be prorated. **Time is of the essence for vacating and remaining Tenants to work together to fill vacancies with a replacement tenant.** Replacement tenants must be financially approved by ODurent, as well as SIGN a copy of this Lease and Pay their Security Deposit. Nothing in this section releases the remaining Tenants from this Lease nor shall this Lease terminate due to an individual Tenant being released under this section.

**EARLY RELEASE BY MILITARY PERSONNEL:** Tenants who qualify for early release under **subsection A of Sec. 55.1-1235 of the V.R.L.T.A** shall do so by serving on the Landlord written notice of release. The effective date of such release shall not be less than 30 days after the first date on which the next rental payment is due and payable after the date on which the written notice is given. The termination date shall be no more than 60 days prior to the date of departure necessary to comply with the official orders. Prior to the termination date, the tenant shall furnish the landlord with a copy of the official notification of the orders or a signed letter, confirming the orders, from the tenant's commanding officer. Nothing in this section releases the remaining Tenants from this Lease nor shall this Lease terminate due to an individual Tenant being released under this section.

**Initials:** \_\_\_\_\_

**MOVE OUT PROCEDURES:**

- a. **ALL Utilities** shall stay on **until LAST DAY** of the Lease for inspection and to avoid damage!
- b. **Schedule FREE bulk pickup (441-5813)** by noon Wednesday of MOVE OUT week for furniture/large items to be removed from curbside Thursday or **Tenants will incur disposal costs. Landlord may dispose of abandoned property the day after termination.**
- c. Premises shall be left undamaged and in its original condition, normal wear and tear excepted.
- d. Tenants shall **remove trash/belongings** and **perform a light cleaning** including bathrooms, kitchen cabinets, stove, refrigerator, mop floors, clean yard, **vacuum carpet**, removing items from walls and replacing all non-working light bulbs.
- e. Landlord will hire professionals to perform a full and final cleaning and Tenants **shall pay Landlord a fee of \$150 per bedroom for carpet/floor cleaning and general cleaning** and may elect to deduct fees from the Security Deposit. Landlord inspects Premises the morning after Lease terminates. If you want to be present, **email the office Friday before Move-Out.**
- f. If Tenants **fail to vacate the Premises when required**, Landlord may bring an action for possession and **assess fees at \$150/day.**
- g. Common Area damage **SPLIT EVENLY**, unless **ALL Tenants provide written notice BEFORE Move-Out date.**

**DEFAULT, TERMINATION AND ENFORCEMENT:** In the event Tenants default in their performance and fail to remedy the default of any of the provisions herein or fail to comply with any rules, regulations of any governmental authority, it is expressly acknowledged and agreed that Landlord shall be entitled to avail itself of any enforcement action or remedies available at law or in equity, including, but not limited to re-entry and possession of the Premises, peaceably or by force, termination of this Lease and removal of any property without liability for damage to such property and without obligation to store the same. Tenants shall be liable for any additional expenses incurred by Landlord, such as attorney's fees.

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

- a. The Landlord has no knowledge of lead-based paint and/or lead based hazards in housing.
- b. The Landlord has no reports or records pertaining to lead-based paint and/or lead based hazards in housing.

Tenant has received the pamphlet Protect Your Family from Lead in Your Home. **Initials:** \_\_\_\_\_

**SEVERABILITY/WAIVER:** If any provision is found unenforceable by a court, the remainder of this Lease shall remain in full force. Landlord's failure to insist on strict performance of any provisions or to exercise any remedies shall not be construed as a waiver for the future performance of the covenant or a waiver of Landlord' right to insist Tenants' cure of such breach.

**ENTIRE AGREEMENT:** This Lease and any counterparts or addendum constitute the entire agreement including the RULES and Regulations and shall only be amended in writing between Landlord and Tenants. **Oral statements are not binding.** This Lease shall be subject to the Virginia Residential Landlord Tenant Act (VRLTA)

**NOTICES to Tenants** shall be deemed given when written and posted on the front door of the Premises or when sent via US Mail and addressed to Tenants or **electronically mailed to Tenants using the electronic mail address given by Tenants on their application.** **NOTICES to Landlord** shall be deemed given when written and deposited in the US Mail via certified mail, hand delivered to Landlord, emailed to Landlord or faxed to Landlord with proof of transmission, using the information provided by Landlord.

Polizos Properties LLC, as Landlord under this Lease, rents the Premises to Tenants by virtue of a management agreement with the title owner ("Owner") of the Premises.

**This is a legally binding contract and is enforceable against any parties who sign below as Tenants.**  
**If any of the provisions or terms are unclear, seek legal advice before signing.**



**Polizos Properties LLC ( dba ODUrent.com )**

**TENANTS:**

X \_\_\_\_\_ X \_\_\_\_\_  
Tenant Date Tenant Date

X \_\_\_\_\_ X \_\_\_\_\_  
Tenant Date Tenant Date

X \_\_\_\_\_ X \_\_\_\_\_  
Tenant Date Tenant Date

## RULES AND REGULATIONS:

1. **Locks:** Tenants shall **NOT** add or change locks on any exterior doors. You may change your bedroom lock for privacy.
2. **Keys:** Entry Doors have **automatic door locks!** **Sharing your door code is a violation of your lease.** Door Code Change Fee \$10  
If you change your bedroom door lock, you **MUST provide a copy of the key to Landlord.**  
**Lock Out Policy:** 8AM-5PM, M-F Free; after hours \$40. No bedroom doors after 11 PM.
3. **Signs:** Tenants shall not display or attach any type of signs or markings on the Premises exterior or windows.
4. **Satellite/aerials:** shall not be mounted on the roof or exterior. Ask service provider to use a pole.
5. **Cable:** You may have a cable provider add additional wiring and drill into walls by showing them this document.
6. **Walls/Ceilings:** No screws or stickers on walls, except picture hooks, push pins or shade brackets  
**Do NOT hang anything** from duct work, sprinklers, pipes, fans or other fixtures on ceilings. **\$30 fine if found.**
7. **Parking:** **Do NOT park on lawns or block sidewalks.** Non-operative vehicles are not permitted. The Mill, 855, 1015, 1017, 1305 Melrose, 1336 Melrose, 3910 Bowdens, 4032 Bluestone, 4707/4805-4811 Killam, 5004, 809-8013 Harrington, Titus, The Delaware, 4617, 4719, Lenox, 2810, 2800, 1055, are decal controlled. Cars without decals will be towed at owner's risk. Resident controlled decal parking. Please call towing company at 757-543-2372.
8. **Patios/decks:** Must be kept clean. Use outdoor furniture only. Entrances, halls, sidewalks and driveways shall be kept free from obstruction. If we remove, Tenants will be charged.
9. **Grills** must be kept 10 ft from Premises. Tenants **may NOT** heat Premises by other means or use fireplace. **NO gas grills!**
10. **Dangerous Materials:** Hazardous, Combustible or flammable goods or materials shall NOT be stored on the Premises.
11. **Yards:** Landlord will maintain lawn, but Tenants shall keep Premises and **yards free of debris and trash.**
12. **Trash:** cans **MUST be pulled back on trash day and hidden on the side of house or under staircases.**  
There is a **\$50 minimum charge if Landlord cleans up any trash 48 hours after a written notice** is sent to Tenants.
13. **INSECTS/PESTS:** Tenants shall **remove trash routinely AND keep Premises clean and sanitary** and free from insects/pests. If Tenants fail to maintain a pest free environment, Tenants are responsible for charges incurred to remove pests.
14. **Guests:** Tenants shall be liable for the conduct of guests and any persons permitted by Tenants on Premises
15. **Noise:** Tenants shall keep any noise at levels that does not disturb neighbors especially after 10PM per city code.
16. **Drugs:** Use, possession or distribution of illegal drugs, including suspicion of such action, is cause for default of Lease.
17. **AC/heating filters** should be changed monthly. Keep thermostat between 65 and 75 degree Fahrenheit.
18. **Dryer filter:** Empty lint filter (in dryer door or on top) after each load to insure faster drying and to avoid a FIRE hazard.  
**NOTE:** Units with water bucket, Tenants **MUST** empty lint and refill water monthly.
19. **Plumbing:** Commodes and sinks shall not be used for purposes other than designated and no improper articles shall be thrown therein including harmful drain cleaners. Tenants shall acquire plungers to handle routine clogs.
20. **Water leaks:** tighten clockwise the valve beneath toilets/sinks. Use towels to absorb water until maintenance arrives.
21. **Cold Weather:** Tenants shall keep sufficient heat on and drip faucets when < 32degF to prevent pipes from freezing
22. **Emergency Repairs:** Do **NOT** call maintenance after hours, **UNLESS** it is a **true emergency repair** such as property damaging water leaks, loss of heat/ac in severe weather, frozen pipes, sewer backups, no refrigeration, any fire, broken locks/windows that compromise security, any incident involving emergency vehicles.
23. **Circuit breaker box** can be **RESET** if lights go out in a room due to overload, find labeled switch for that room that tripped and move into "off" position and then back to "on". If it continues to trip, contact maintenance.
24. **Fire Stop** (cans of fire suppressing powder) have been installed under your range hood to reduce any cooking related fire hazards. In case of extreme heat, they deploy a powder. **Do NOT tamper** with them or you will be **charged \$100 fine.**
25. **Snow/Ice:** Tenants in Houses/Duplexes responsible for own snow/ice removal. Properties with 4 or more units exempt.
26. **Changes or additions** to rules & regulations can be made as Landlord shall in its judgment, determine to be necessary for the care & cleanliness of the Premises, the preservation of good order or the benefit of Tenants.
27. **Flooring:** **Tenants are responsible** for the care and maintenance of flooring within the premises, including hardwood floors, and Tenants will be charged for any damage sustained to the flooring during the Term of the Lease.
28. **No Weapons or Firearms:** Tenant shall not possess or bring onto the Premises any weapons or firearms. If Landlord has suspicion, then Landlord may search Premises. Any weapons or firearms reported or found shall result in immediate eviction.
29. **ESA Animals:** Please see the ESA section of our website under Current Residents. Proper document will be required **PRIOR** to the animal residing at the premises. **Note: Letter cannot come from online sources that provide ESA documentations for a fee.**

Initials: \_\_\_\_\_



## Virginia Statement of Tenant Rights and Responsibilities under the Virginia Residential Landlord and Tenant Act as of July 1, 2023

This is a summary of tenants' rights and responsibilities under the Virginia Residential Landlord and Tenant Act. This summary does not modify your lease or Virginia law. A lease cannot give up a tenants' rights under the law. The information below is not intended as legal advice. All parties to a rental agreement are encouraged to consult the Department of Housing and Community Development's [website](#) for more information related to landlord and tenant resources. Tenants with questions are encouraged to contact their local legal aid program at (866) 534-5243 or [valegalaid.org/find-legal-help](http://valegalaid.org/find-legal-help).

### Tenant Rights

#### Applications:

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

#### Written lease:

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

#### Disclosure:

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

#### Security Deposit:

A landlord may require a security deposit of up to two month's rent. Within five days of move in the tenant has a right to object to anything in the move-in report. The tenant also has a right to be present at a move-out inspection, which must be made within 72 hours of delivery of possession. ([§§55.1-1214, 1226](#))

#### Receipts:

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

**Privacy:**

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

**Fit and Habitable Premises:**

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

**Uninhabitable Dwelling Unit at Move In:**

If, at the beginning of the tenancy, there exists a fire hazard or a serious threat to the life, health or safety of the tenant (such as an infestation of rodents or a lack of heat, hot or cold running water, electricity, or adequate sewage disposal facilities), the tenant may terminate the rental agreement and receive a full refund of all deposits and rent paid to the landlord. To terminate the agreement and request a refund, the tenant must provide a written notice of termination no later than seven days after the tenancy started. If, upon receipt of notice, the landlord agrees such hazardous condition exists, the landlord must refund all deposits and rent paid within 15 business days of being notified or of the tenant vacating the unit, whichever occurs later. ([§55.1-1234.1](#)).

The landlord may, in a written notice provided to the tenant, state that the termination is unjustified and refuse to accept the tenant's termination of the lease. A tenant who has vacated the unit (or never moved in initially) may then challenge the landlord's refusal in court. The prevailing party shall be entitled to recover reasonable attorney fees ([§55.1-1234.1](#)).

**Repair and Deduct:**

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

### **Notification of Rent Increase:**

If a lease contains an option to renew or an automatic renewal provision, a tenant must be notified in writing of a rent increase at least 60 days before the end of the lease term. This only applies when a landlord owns more than four rental units or more than 10% percent in more than four rental units in the Commonwealth. ([§55.1-1204](#)) (K)

### **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](#))

### **Unlawful Exclusion, Interruption of Essential Services, and Unlivable Premises:**

A Landlord may not unlawfully exclude a tenant from the premises, interrupt an essential service, or make the unit unlivable. If this happens, the tenant may sue the landlord in General District Court and get an initial court hearing in five calendar days. At this hearing, a court may order the landlord to give the property back to the tenant, resume the essential service, or fix the conditions that make the unit unlivable. The court may also hold a second hearing 10 days after the first hearing and may find that the tenant is entitled to actual damages, statutory damages, and reasonable attorney's fees. ([§55.1-1243.1](#))

### **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 48 hours before the Sheriff's eviction and have the eviction cancelled. If the landlord has 5 or more rentals, a tenant may use these rights at any time. If the landlord has 4 or fewer rentals, the landlord may limit the tenant's use of these rights to once during the lease period if the landlord first sends a written notice. ([§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 renters' 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 landlords request is unreasonable. Unless impractical due to an emergency, the landlord must give 72-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, HUD FHEO-2020-1](#))





## Acknowledgement of Receipt of Statement of Tenant Rights and Responsibilities

In accordance with [§55.1-1204](#) of the Code of Virginia, 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 ([www.dhcd.virginia.gov/landlord-tenant-resources](http://www.dhcd.virginia.gov/landlord-tenant-resources)) pursuant to [§36-139](#) Code of Virginia. The Statement of Tenant Rights & Responsibilities is current as of the date provided to the tenant.

The statement of the tenants' rights and responsibilities was provided to the tenant on:

For property address:

The tenant:

Signed this acknowledgment of receipt of the statement of tenants' rights and responsibilities

Did not sign this acknowledgment of receipt of the statement of tenant's rights and responsibilities

_____ 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

## Move-In/Move-Out Checklist for Polizos Properties LLC

Address \_\_\_\_\_ Date \_\_\_\_\_ Resident has 5 days after taking possession to turn in this checklist as proof that there are no further defects other than noted below and tenant agrees to pay for any damages other than normal wear. You must **note your bedroom** location in comments (Ex: 2<sup>nd</sup> floor- back room)

	MOVE IN			MOVE OUT	
	good	fair	OTHER - Comments	COND.	CHARGE
<b>Front Door, Lock, Mailbox</b>					
<b>Exterior, Decks , Yard</b>					
<b>HEAT &amp; AIR COND</b>					
<b>SMOKE detectors work</b>					
<b>Kitchen – walls, floor</b>					
Refrigerator , stove					
Cabinets, counters					
<b>LAUNDRY</b>					
<b>LIVING ROOM – walls, carpet</b>					
Windows, blinds, doors, lights					
<b>BEDROOM 1 – name _____</b>					
Walls, carpet, door/wind, lights,blinds					
<b>BEDROOM 2 – name _____</b>					
Walls, carpet, door/wind, lights,blinds					
<b>BEDROOM 3 – name _____</b>					
Walls, carpet, door/wind, lights,blinds					
<b>BEDROOM 4 – name _____</b>					
Walls, carpet, door/wind, lights,blinds					
<b>BEDROOM 5 – name _____</b>					
Walls, carpet, door/wind, lights,blinds					
<b>BEDROOM 6 – name _____</b>					
Walls, carpet, door/wind, lights,blinds					
<b>BATHROOM 1</b> floor, walls					
Lights, fixtures, vanity, rack, rods					
<b>BATHROOM 2</b> floor, walls					
Lights, fixtures, vanity, rack, rods					
<b>BATHROOM 3</b> floor, walls					
Lights, fixtures, vanity, rack, rods					
<b>BATHROOM 4</b> floor, walls					
Lights, fixtures, vanity, rack, rods					
<b>BATHROOM 5</b> floor, walls					
Lights, fixtures, vanity, rack, rods					
HALL 1					
HALL 2					
HALL 3					
Other					
Other					
Other					

Signatures \_\_\_\_\_



# ODUrent Parking Policy

If your property is not listed below under Decal Controlled, please follow the NON- DECAL Controlled Properties Rules

## NON-DECAL Controlled Properties:

- If the property is not listed below, you DO NOT have decal-controlled or assigned parking.
  - Coordinate with your roommates and neighbors to share driveways and parking spaces.
  - DO NOT park on grass/yard or block sidewalks. Norfolk City will fine you AND you will receive a violation + a daily fine from us until the vehicle is removed!
  - Street parking is available through Norfolk City. You must purchase a permit with them.
  - Any parking issues MUST be resolved between residents, neighbors, and guests!
  - If living in a duplex and parking is not clear, Unit A parks on the right, Unit B on the left
- 

## DECAL Controlled but NOT ASSIGNED Properties:

- 855/1017/1007/1305 Melrose/1336 Melrose/3910/4032/4707/4719/5004/809-813 Harrington/200 Delaware/2810 Colonial/1055-48th/400 Warwick/423 E Ocean Ave/ 401 E Ocean Ave
  - If a car does not have a decal- Take a photo of the car and license plate, email the OFFICE.

## DECAL Controlled and ASSIGNED Parking Properties:

- 808 44<sup>th</sup> (**The Mill**) – Units #100-#106 have 1 assigned space. All others 2.
- 1301 & 1307 W. Little Creek (**The Titus**) – Each unit receives 1 labeled assigned space.
- 639 26th St A & B - Each unit receives 1 labeled assigned space.
- 4617 Colley Ave. (**NOCO Flats**) - Each unit receives 1 labeled assigned space.
- 4719 Colley Ave. (**NOCO Suites**) Each unit receives 1 labeled assigned space.
- 4805-4811- Each unit receives 1 labeled assigned space. Your space is the last digit of your address and your unit number. Example: 4805 Killam #1's space is 5-1
- 1015 W. 50<sup>th</sup> - Each unit will have two assigned parking spots. The 2 spots are back-to-back, so you need to coordinate with roommates.
  - If a car "has a Decal" and is parked in the incorrect spot - Take a photo of the car and license plate in the incorrect spot and email the OFFICE.

## **REGULATIONS FOR ALL DECAL CONTROLLED PROPERTIES:**

- Bring your registration and ID to our office to receive a decal! 1<sup>st</sup> Decal is free!
- You **MUST** display a decal on your vehicle and park in your assigned spot, OR you will be TOWED!
- Decals must be **ALWAYS** visible on a front or back window!
- Residents may call our office to have cars towed. If after hours, call the emergency line. **REQUIRED** to show proof of car (w/ visible license plate) without a decal or parked in the incorrect spot! Enter a work order to track.
- **Office will tow vehicle at owner's expense. No exceptions!**
- **\$100.00** fee for any replacement decals

# **RESIDENTIAL LEASE BY LAWS by ODUrent.com**

For Tenants of THE Mill Apartments  
808W 44th St, Norfolk, VA 23508

These bylaws are in place for your safety and enjoyment of the premises. Please make sure to adhere to them to avoid fines or eviction.

- We have **24hr video surveillance** and hired a courtesy patrol for routine security detail.
- The **patrol officers** are on the property to be vigilant in our absence. Please do not be rude or disrespectful to them. Please be aware that the patrolman does report back to the office of any findings and issues that arise over the weekend. Violations will be sent accordingly.
- **Excessive noise** is not allowed especially in common areas or the court yard after 10PM. If police are called, you will be evicted.
- If a **party** has to be shut down due to excessive noise, over occupancy (over 30), etc a violation will be issued. Second offenses will result in eviction.
- Loitering in the **front lobby** is prohibited. Residents are responsible for his/her guest at all times.
- **Propping doors open** poses a safety concern and is a violation. 2nd warning results in eviction.
  
- **Smoking** in the interior common areas is prohibited and can set off the fire alarm and setting off the fire alarm will result in eviction.
- **Pulling a false fire alarm** results in eviction and a \$150 fine. Applies to tenants or their guests.
  
- The use and or **selling of drugs** is PROHIBITED at ODUrent. Should we suspect any foul play we will ask the authorities to get involved. Should we find any lease holder to be in violation of the lease will be terminated without warning. (Allow this to serve as a warning)
  
- **Trash drop off** is at rear of the building and at a larger dumpster on the side.
- Trash is to be disposed of in the trash bins, not on the floor or in the hallways. If ODUrent cleans up your trash or bodily fluids, you will be fined. We will pull the cameras and charge you!
  
- Accessing or walking on the roof results in immediate eviction. Applies to tenants or their guests.
- Do not hang anything on air conditioning ductwork, sprinklers or plumbing that run along the ceilings.

## Polizos Properties LLC ( ODUrent.com )

To continue to serve our tenants better, we have installed alarm systems in some of our rental properties.  
We encourage their use when no one is home and during holiday breaks.

### Addresses

0812 -43 #A, 0812 -43 #B, 0814 -46 #A, 0814 -46 #B, 0816 -41 #A, 0816 -41 #B, 0819 -43 A, 0819 -43 B, 0856 -41 #A, 0856 -41 #B, 0867 -43, 0871 -41 #A, 0871 -41 #B, 1007 -38 #1-6, 1222 -40 #A, 1222 -40 #B, 1229 -40 #A, 1229 -40 #B, 1230 -40, 1237 -40, 1253 -40 #A, 1253 -40 #B, 1257 -40, 1280 -41 #A, 1280 -41 #B, 1284 -41 #A, 1284 -41 #B, 1308 -42 #A, 1308 -42 #B, 1312- 42, 1318 -42, 1324 -40 #A, 1324 -40 #B, 1328 -40 #A, 1328 -40 #B, 1333 -42, 1340 -42 #A, 1340 -42 #B, 1408 -41 #A, 1408 -41 #B, 1409 -41 #A, 1409 -41 #B, 1413 -42 #A, 1413 -42 #B, 1429 -42, 1440 -41 #A, 1440 -41 #B, 1440 -42 #A, 1440 -42 #B, 1443 -42, 1449 -42, 1510 -42 #A, 1510 -42 #B, 1524 -42 #A, 1524 -42 #B, 1550 -42 #A, 1550 -42 #B, 4032 Bluestone #A, 4032 Bluestone #B,

## Easy Alarm System use:

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### 1) To **EXIT** :

(some systems require doors to be closed and no movement for Green LED to show alarm is ready to set)

> **Press the “away” or “F2” button for 3 seconds to turn alarm ON.**

( LED indicator on keypad will turn **Red**. You now have 30 seconds to leave house. )

### 2) To **ENTER** :

> **Press your 4 digit code"xxxx" to turn alarm OFF.** (your code is the last 4 digits of your SSN)

LED indicator on keypad will turn **GREEN**. You have 30 seconds before alarm sounds.

---

**NOTE:** *The Protec* alarm is a **self contained system** with **motion detectors** and an **alarm siren** and **is not** monitored by a company or the police. (some also have door sensors)

If someone breaks in, the motion sensors will activate a loud siren within 30 seconds and the noise should alert neighbors and scare off intruders.

Note: Management will not be responsible for any loss as a result of security system failure. Residents are responsible for monthly testing of security system and reporting system problems.

**NOTE:** **If you want a monitoring service**, you must have a **cellular box option** (or a land line ) and **hire a security company** for monitoring.

Beacon Security Company **does both** (Kerry at 716-7730) and is the least expensive at \$39/month with **no** up front fees (since we already installed a system) and is willing to end contracts at the end of your lease term.

Note: Management is not responsible for any default of the security monitoring company. Management will not be responsible for any fees imposed by local fire or police as a result of false alarms.

**Below is one version of our installed alarms:**

**Digital System Controls (DSC) - PKP400 or ICON Keypad**



# Partner PKP-400

Partner  
SECURITY PRODUCTS™

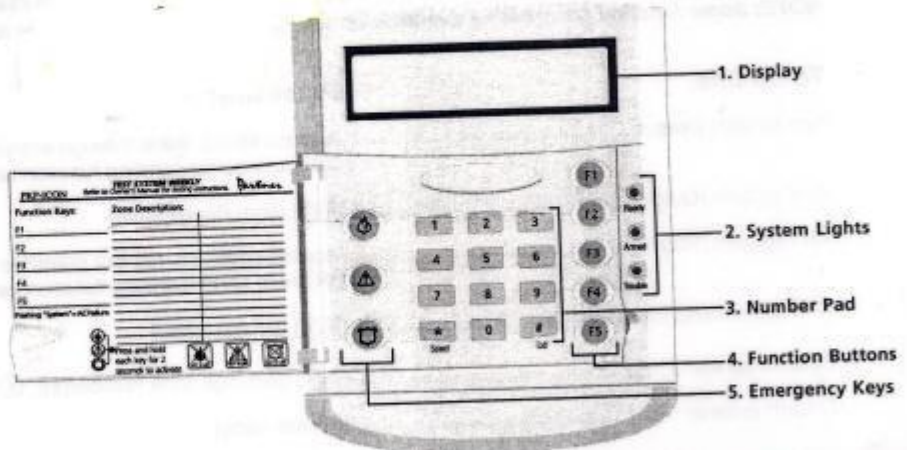
## Using the PKP-ICON Keypad

**WARNING:** Please refer to the System Owner's Manual for information on limitations regarding product use and function and information on the limitations as to liability of the manufacturer.

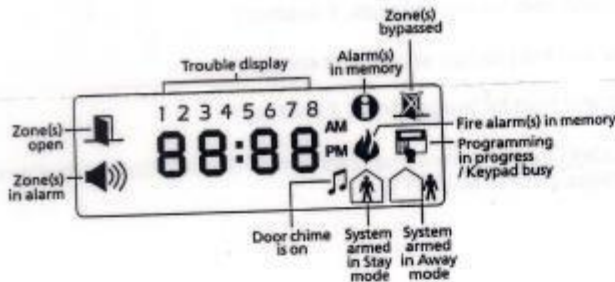
The PKP-ICON keypad shows the status of your security system using an LCD-style display, along with fixed words and numbers.

This instruction sheet describes the basic features of the keypad. For more detailed information on your security system and how to use it, please read your system's Owner's Manual.

**Important Note: Test system weekly and have any system trouble conditions corrected by your alarm installer.**



### 1. Display



### 2. System Lights:

#### Ready Light

If the Ready light is ON, the system is ready for arming. The system cannot be armed unless the Ready light is ON.

#### Armed Light

If the Armed light is ON, the system has been armed successfully.

#### Trouble Light

If the Trouble light is ON, press **Ⓢ** to view the troubles. The keypad will indicate the troubles using numbers 1-8 at the top of the keypad display. See "Identifying Trouble Conditions" in your system's Owner's Manual.

### 3. Number Pad:

Use the number pad to enter your code, and to access system functions. To exit a function and return to the Ready state, press **Ⓢ**. To select a function press **Ⓢ**.

### 5. Function Buttons:

If your installer has enabled them, you can use the function buttons to access the stay arm, away arm, door chime, sensor reset and quick exit features. (Your installer may program other functions for these buttons.) Press and hold the appropriate button for two seconds. Refer to your Owner's Manual for more information on these features.

### 4. Emergency Keys:

Press both **Ⓢ**\* keys for two seconds to send a FIRE message. Press both **Ⓢ**\* Keys for two seconds to send an AUXILIARY message. Press both **Ⓢ**\* Keys for two seconds to send a PANIC message.

**\* IMPORTANT NOTE (All Keypads): The Fire, Auxiliary and Panic keys will NOT function unless programmed by the installer. If these keys are in service and the installer has enabled audible feedback, holding down the key for two seconds will cause the keypad sounder to beep indicating that the input has been accepted and sent.**

### Using the PKP-ICON Keypad

The PKP-ICON works similarly to the other keypads described in your system's Owner's Manual. For more information on individual functions, see your system's Owner's Manual.

### Viewing Open Zones

Before you can arm your system, all the zones must be closed. If some zones are currently open, the keypad will display "Open", and the Ready light will be off. To see the numbers of the open zones, press **Ⓢ**. Before you try to arm your system, go to the open zones and close all doors and windows, and make sure no one is present in zones with motion detectors.



# Partner PKP-400




## Viewing Zones in Alarm

If there is an alarm on your system the keypad will display "Alarm" and will scroll the numbers of the zones affected.

## System Functions - Quick Reference

The following chart lists the basic functions of your system and the keys to press for each function.

**NOTE: Some functions may not be available on your system. Ask your installer for more information.**

To do this:	Press this:
Arm system (Away): .....	[access code], leave through entry/exit door OR press corresponding function key (if enabled)
Arm system (Quick): .....	*0 (from Ready state)
Arm system (Stay): .....	[access code], do not exit premises OR press corresponding function key (if enabled)
Arm system (No Entry Delay): .....	*9 [access code]
Bypass zones: .....	*1 [two-digit zone number(s)], * to exit
Disarm system: .....	[access code]
Exit premises when system armed: .....	*0 OR press corresponding function key (if enabled)
Reset smoke detectors: .....	*72 OR press corresponding function key (if enabled)
Program access codes: .....	refer to "Programming Access Codes" in <i>Owner's Manual</i>
Send Fire message: .....	 (press and hold for two seconds, if enabled)
Send Auxiliary message: .....	 (press and hold for two seconds, if enabled)
Send Panic message: .....	 (press and hold for two seconds, if enabled)
Set system time and date: .....	*8 [master code]1, enter current time (24hr format: 00:00-23:59) and date (month/ day/year) as 10 digits: [hh:mm MMDDYY]
Silence fire alarm: .....	*
Silence intrusion alarm: .....	[access code]
Turn auto-arm on/off: .....	*6 [master code] 2
Turn door chime on/off: .....	*4 to toggle on or off OR press corresponding function key (if enabled)
Turn on bypassed zones (if Stay armed): .....	*1
View alarm memory: .....	*3
View troubles: .....	*2 (Troubles indicated by numbers 1-8 on top of keypad display. See "Viewing Trouble Conditions" in <i>Owner's Manual</i> for list of trouble definitions)

**Partner**  
SECURITY PRODUCTS™

™Trademark and Division of Digital Security Controls Ltd.

Toronto, Canada

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[www.partnerproducts.com](http://www.partnerproducts.com)

Printed in Canada 29005757 R001

**Welcome Home!** Office: 757-675-6500

**Maintenance Emergencies only:** 757-675-7200

LOG IN at ODUrent.com to request REPAIRS or PAY Rent with Check/Credit Card

## Move-in Checklist

- Move-IN Inspection form is due a week after the Start date
- **Remember your Keypad Codes – Automatic Locks!**
- Don't park in grass or block driveways to avoid tickets

## SECURITY

- **POLICE** 911, non-emergency 757-441-5610
- ODU police 757-683-4000 and 1-888-LOCKU-UP(757-562-5887)
- **Beacon** alarm system 757-716-7730
- Don't invite trouble, keep windows locked, don't leave items in the CAR!

## MAINTENANCE

### Submit online at ODUrent.com!

- **Emergency Repairs** call **757-675-7200**
- AC filter, change every 3-months, to avoid damage/high bills
- **Smoke alarms**: VA Law: check monthly and report issues!
- **Fire Safety**: Don't leave the stove **unattended!** Use timers.
- **Leaks**, shut off under sink/toilet or at water heater valve
- **Locked Out**: 8AM-5PM M-F Free, after hours/weekends \$35

## TRASH - Keep Yard Clean!

- **Trash day** is Thurs AM, Pull back by PM to avoid city fines.
- **Recycling** is every other week.
- **Free Bulk pickup** Call 757-441-5813 by Wed 3 pm for Thurs pickup. City fines if left out more than 2 days!
- **Street Sweeping** is 2<sup>nd</sup> Tues (2<sup>nd</sup> Wed for the 800 and 1000 blocks)

## UTILITIES

- Norfolk **Water** 757-664-6700
- **Dominion VA Power** 888-667-3000
- **VA Natural Gas** 866-229-3578
- **Cox Cable** 757-222-1111 or **Verizon** 800-837-94966 for TV/Internet
- **Post Office** 757-624-9472 to change the mailing address

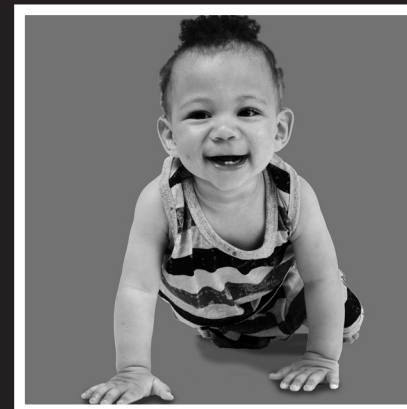
## PARKING & Transportation

- **Don't park on Grass or block sidewalks!**
- **For Students:**
- Parking decals for ODU garages see ODU Parking Services, 757-683-4004
- ODU **Shuttle Route**, go to [www.ODUtransit.com](http://www.ODUtransit.com)
- ODU **Escort Service** & **Free Safe Ride** till 2:30AM, 757-683-3477
- **City shuttles** go everywhere! At [Hrtransit.com](http://Hrtransit.com)

# IMPORTANT!

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

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



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# Protect Your Family From Lead in Your Home

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

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

### Read this entire brochure to learn:

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

### Before renting or buying a pre-1978 home or apartment, federal law requires:

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

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

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



## Consumer Product Safety Commission (CPSC)

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

### CPSC

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

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

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

### HUD

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

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

EPA-747-K-12-001  
September 2013

## Simple Steps to Protect Your Family from Lead Hazards

### If you think your home has lead-based paint:

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

## Lead Gets into the Body in Many Ways

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

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

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

- At this age, children's brains and nervous systems are more sensitive to the damaging effects of lead.
- Children's growing bodies absorb more lead.
- Babies and young children often put their hands and other objects in their mouths. These objects can have lead dust on them.



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

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

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

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

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

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

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

Regional Lead Contact  
U.S. EPA Region 2  
2890 Woodbridge Avenue  
Building 205, Mail Stop 225  
Edison, NJ 08837-3679  
(732) 321-6671

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

Regional Lead Contact  
U.S. EPA Region 3  
1650 Arch Street  
Philadelphia, PA 19103  
(215) 814-2088

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

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

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

Regional Lead Contact  
U.S. EPA Region 5 (DT-8J)  
77 West Jackson Boulevard  
Chicago, IL 60604-3666  
(312) 886-7836

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

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

**Region 7** (Iowa, Kansas, Missouri, Nebraska)

Regional Lead Contact  
U.S. EPA Region 7  
11201 Renner Blvd.  
WWPD/TOPE  
Lenexa, KS 66219  
(800) 223-0425

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

Regional Lead Contact  
U.S. EPA Region 8  
1595 Wynkoop St.  
Denver, CO 80202  
(303) 312-6966

**Region 9** (Arizona, California, Hawaii, Nevada)

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

**Region 10** (Alaska, Idaho, Oregon, Washington)

Regional Lead Contact  
U.S. EPA Region 10  
Solid Waste & Toxics Unit (WCM-128)  
1200 Sixth Avenue, Suite 900  
Seattle, WA 98101  
(206) 553-1200

## For More Information

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### The National Lead Information Center

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

### EPA's Safe Drinking Water Hotline

For information about lead in drinking water, call **1-800-426-4791**, or visit [epa.gov/lead](http://epa.gov/lead) for information about lead in drinking water.

### Consumer Product Safety Commission (CPSC) Hotline

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

### State and Local Health and Environmental Agencies

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

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

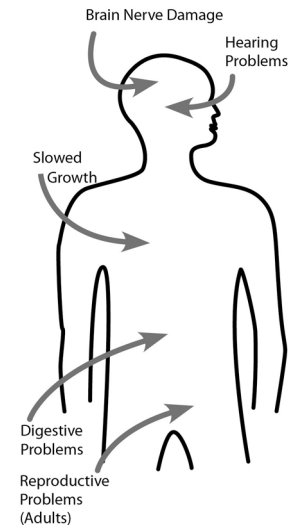
## Health Effects of Lead

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

### In children, exposure to lead can cause:

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



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

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

### In adults, exposure to lead can cause:

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

## Check Your Family for Lead

---

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

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

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

- Children at ages 1 and 2
- Children or other family members who have been exposed to high levels of lead
- Children who should be tested under your state or local health screening plan

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

## Other Sources of Lead

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**While paint, dust, and soil are the most common sources of lead, other lead sources also exist:**

- **Drinking water.** Your home might have plumbing with lead or lead solder. You cannot see, smell, or taste lead, and boiling your water will not get rid of lead. If you think your plumbing might contain lead:
  - Use only cold water for drinking and cooking.
  - Run water for 15 to 30 seconds before drinking it, especially if you have not used your water for a few hours.Call your local health department or water supplier to find out about testing your water, or visit [epa.gov/lead](http://epa.gov/lead) for EPA's lead in drinking water information.
- **Lead smelters** or other industries that release lead into the air.
- **Your job.** If you work with lead, you could bring it home on your body or clothes. Shower and change clothes before coming home. Launder your work clothes separately from the rest of your family's clothes.
- **Hobbies** that use lead, such as making pottery or stained glass, or refinishing furniture. Call your local health department for information about hobbies that may use lead.
- Old **toys** and **furniture** may have been painted with lead-containing paint. Older toys and other children's products may have parts that contain lead.<sup>4</sup>
- Food and liquids cooked or stored in **lead crystal** or **lead-glazed pottery or porcelain** may contain lead.
- Folk remedies, such as "**greta**" and "**azarcon**," used to treat an upset stomach.

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<sup>4</sup> In 1978, the federal government banned toys, other children's products, and furniture with lead-containing paint (16 CFR 1303). In 2008, the federal government banned lead in most children's products. The federal government currently bans lead in excess of 100 ppm by weight in most children's products (76 FR 44463).



## Renovating, Remodeling, or Repairing (RRP) a Home with Lead-Based Paint

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

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



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

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

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

## Where Lead-Based Paint Is Found

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

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

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

**Lead can be found:**

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

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

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

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

## Identifying Lead-Based Paint and Lead-Based Paint Hazards

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

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

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

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

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

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

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

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

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

## Reducing Lead Hazards, continued

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

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

For help in locating certified lead abatement professionals in your area, call your state or local agency (see pages 14 and 15), or visit [epa.gov/lead](http://epa.gov/lead), or call 1-800-424-LEAD.

## Reducing Lead Hazards

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

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



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

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

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

## Checking Your Home for Lead

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

- A lead-based paint **inspection** tells you if your home has lead-based paint and where it is located. It won't tell you whether your home currently has lead hazards. A trained and certified testing professional, called a lead-based paint inspector, will conduct a paint inspection using methods, such as:

- Portable x-ray fluorescence (XRF) machine
- Lab tests of paint samples

- A **risk assessment** tells you if your home currently has any lead hazards from lead in paint, dust, or soil. It also tells you what actions to take to address any hazards. A trained and certified testing professional, called a risk assessor, will:

- Sample paint that is deteriorated on doors, windows, floors, stairs, and walls
- Sample dust near painted surfaces and sample bare soil in the yard
- Get lab tests of paint, dust, and soil samples

- A combination inspection and risk assessment tells you if your home has any lead-based paint and if your home has any lead hazards, and where both are located.

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



## Checking Your Home for Lead, continued

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

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

There are state and federal programs in place to ensure that testing is done safely, reliably, and effectively. Contact your state or local agency for more information, visit [epa.gov/lead](http://epa.gov/lead), or call **1-800-424-LEAD (5323)** for a list of contacts in your area.<sup>3</sup>

## What You Can Do Now to Protect Your Family

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

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

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<sup>3</sup> Hearing- or speech-challenged individuals may access this number through TTY by calling the Federal Relay Service at 1-800-877-8399.