

MOLD AND MILDEW

Mold and mildew have become of increased concern in recent years. Although we do not live in an exceptionally humid climate, the humidity in Charlottesville and the surrounding area is such that a bathroom shower that is not cleaned on a frequent basis, any room that has little or no circulation, and nearly every basement area without good circulation are all candidates for mold or mildew growth. We believe that Tenant education is the best way to prevent problems. Keeping your unit free from mold/mildew is not difficult but involves your awareness and proactive action. All of these problems can result from or be made substantially worse by tenant activity that puts major amounts of moisture into the air. Examples of activities or situations that should be avoided:

- 1.) taking showers without the fan being on and/or turning off the fan before all of the moist air has been evacuated;
- 2.) boiling food on the stove in an open container; if you have a stove hood, you should use it whenever you are cooking;
- 3.) use of any fuel-based space heater such as a kerosene heater or un-vented gas space heater or trying to heat by using the burners on a gas cooking stove. Our units do not contain un-vented heaters even though the codes allow them. When any fuel is burned, water and carbon dioxide is given off, so any appliance that is not vented to the outside will also lead to water and carbon dioxide being given off inside.
- 4.) having a dryer outlet not hooked up and/or not properly vented to the outside
- 5.) packing a room or closet, especially in a basement, so full of stored items that air cannot circulate.

You will most likely experience very few problems with mold/mildew. But the avoidance and prevention of problems requires the awareness and active participation of the tenant. Ignoring items 1-4 above can put huge amounts of moisture into the area and is virtually guaranteed to lead to mold and mildew problems. In addition, moisture may condense on windows and plumbing, leading to mold and mildew problems in those areas as well as to wood damage. Any such condensation must be dried up when it occurs or as soon thereafter as is possible.

Few people would reuse their dinner plates without first cleaning them because of the resultant potential health problems; ignoring the sources of mold and mildew and failing to clean those affected areas is very comparable to failing to clean your dinner plates and is likewise not the landlord's responsibility. Accordingly, our lease requires the MOLD/MILDEW ADDENDUM be signed and adhered to.

MOLD/MILDEW ADDENDUM

(This is a lease addendum and is remains in force during the current lease or any extension thereof)

TENANT RESPONSIBILITY. Tenant agrees to maintain appropriate climate control, keep the dwelling unit clean, and take necessary measures to retard and prevent mold and/or mildew from accumulating in the dwelling unit. Tenant agrees to clean and dust the dwelling unit on a regular basis and to remove visible moisture accumulation on windows, window sills, walls, floors, ceilings, bathroom fixtures, and other surfaces as soon as is reasonably possible. Tenant agrees to not block or cover any heating, ventilation or air-conditioning ducts. Tenant also agrees to report immediately in writing to Landlord: (i) any evidence of a water leak or excessive moisture in the dwelling unit, hallways, storage room, garage or areas; (ii) any evidence of mold that cannot be removed with a common household cleaner; (iii) any failure or malfunction in heating, ventilation or air conditioning, and (iv) any inoperable doors or windows. Tenant further agrees that Tenant shall be responsible for damage to the dwelling unit and Tenant’s personal property (we always recommend that Tenant has Tenant’s insurance) as well as for any injury to Tenant and any occupant or visitor of the dwelling unit resulting from Tenant’s failure to comply with the terms of this Mold/Mildew Addendum.

VIOLATION OF RULES. Any violation by Tenant or any occupant of any rule or provision of this Mold/Mildew Addendum shall be considered a material default under the terms of the Lease Contract. Upon written notice from Landlord, Tenant must immediately comply with all rules and provisions of this Mold/Mildew Addendum. Landlord also has all other rights and remedies set forth in the Lease Contract, including damages, eviction, and attorneys' fees to the extent allowed by law.

LIABILITY FOR DAMAGES, INJURIES, CLEANING, ETC. Under the Lease contract Tenant is fully responsible and liable for the entire amount of all cleaning expenses incurred by Landlord to remove mold/mildew from the dwelling unit as well as all damages to the dwelling unit caused by mold/mildew. If Tenant has not properly corrected mold/mildew problems, Landlord may correct these problems at Tenant’s expense and may do so after a five day notice to Tenant. Payment for damages, repairs, cleaning, replacements, etc. are due immediately upon demand. If mold/mildew results from something such as a roof leak, Tenant has no responsibility for correcting the underlying problem other than to promptly notify Landlord.

GENERAL. This Mold/Mildew Addendum is considered part of the Lease Contract and any extension or modification thereof. In the event of any conflict between the terms of this Mold/Mildew Addendum and the terms of the Lease Contract, the terms of this Mold/Mildew Addendum shall control. Each Tenant who signed the Lease Contract must also sign this Mold/Mildew Addendum, although the signing of the Lease shall extend to the Mold/Mildew Addendum in the absence of such signature. All references to the term “mold” or “mildew” shall be deemed to include all forms of mold and mildew as well as similar growths. Each tenant is jointly and severally liable for damages and all other obligations set forth in this Mold/Mildew Addendum, which is a legally binding addendum to the lease.

Tenants _____ Date _____

Tenants _____ Date _____

Landlord or Agent _____ Date _____