

Part II: Residential Lease Agreement

**This Agreement** is executed between the **Lubbock Housing Authority** (called PHA) and **TENANT NAME** (Tenant), and becomes effective as of     Date     [966.4(a)]

- (1) **Unit:** That the PHA relying upon the representations of Tenant as to Tenant’s income, household composition and housing need, leases to Tenant, upon Terms and Conditions set forth in Part I of this Lease Agreement, the dwelling unit LOCATED at     UNIT ADDRESS     (the Dwelling Unit) to be occupied exclusively as the private residence by Tenant and household. The Tenant UNIT NUMBER is     5116     .
- (2) **Household Composition:** The Tenant’s household is composed of the individuals listed below. Additions and deletions after initial execution of the lease are to be added below as they are approved.

Name	Relationship	Date of Birth	Social Security Number	Add or Delete	HoH Signature	PHA Signature	
1.	<b>HOH</b>						
2.							
3.							
4.							
5.							
6.							
7.							
8.							

- (3) **Term:** The term of this Lease shall be one (1) calendar year, renewed as stipulated in Part I of this Lease.
- (4) **Rent:** Initial rent (prorated for partial month) shall be \$ \$44.52 applicable, the Tenant shall receive the benefit of \$0.00 from PHA for Utility Reimbursement (for partial month) paid to the tenant for the period beginning     N/A     and ending at midnight on     N/A    . Thereafter, rent in the amount of \$230.00 Monthly shall be payable in advance on the 1<sup>st</sup> day of each month, and shall be delinquent after the fifth 5<sup>th</sup> day of said month. A utility reimbursement of \$ 0.00 per month (if applicable) shall be paid to the tenant. [966.4(b)(1)]

     This is the flat rent for the Dwelling Unit

**XX** This is the rent based on income and other information reported by the Tenant.

- (5) **Payments:** Rent is due on the first day of each month. A late charge of **\$5.00** will be charged on the tenant’s account after 5:00 p. m. on the 5<sup>th</sup> day of the month. Each day of delinquency thereafter an additional \$1.00 will be added to the account. If rent and late charges are not paid by the 20<sup>th</sup> day of the month, a forcible detainer will be filed with the Justice of Peace. If the 5<sup>th</sup> falls on a Saturday, Sunday or a holiday, these dates will be moved up to the next working day. Tenant will be prepared to pay late charges and court costs after the filing of the detainer. If a tenant does not pay all charges due within 5 days after judgment has been obtained, a Writ of Possession will be filed and tenant will be evicted. All current charges must be paid along with the delinquent charges if tenant is to be considered for continued occupancy.

**NOTE:** If a forcible detainer is filed more than one (1) time within a twelve (12) month period on any resident, an eviction will be effected.

“ZERO” OR “PROVISIONAL” RENTS: If the Tenant is placed on “Zero” or “Provisional” rent, the Tenant must report in person to the Project Manager every thirty (30) days with current information on the status of the household income, family composition, and such other information as may be required to determine whether or not the Tenant qualifies to continue at the “Zero” or “Provisional” rent.

(6) **Utilities and Appliances:** PHA supplied utilities are indicated by an (X) below; PHA provides the indicated utility as part of the rent for the premises:

- Electricity     Natural Gas     Heating Fuel     Water     Sewerage     Trash Collection  
 Other: \_\_\_\_\_

PHA supplied appliances are indicated by an (X) below:

- Cooking Range     Refrigerator     Other: \_\_\_\_\_

(7) **Utility Allowance:** If Tenant pays any utilities directly to the supplier, the PHA will provide a utility allowance in the amount of \$ NA. If Tenant’s income based rent is less than the utility allowance, the amount of the utility reimbursement which is \$ NA, will be paid to \_\_\_\_\_.

(8) **Charges for Excess Appliances:** (When PHA supplies electricity) Charges for excess appliances are due per the following:

Air Conditioners: An additional charge of \$ NA per month will be payable for each air conditioner in the dwelling unit for each month of occupancy.

Other Appliances: If checked below, an additional charge of \$ NA per month for each month of occupancy for each excess appliance on/in the dwelling unit.

- Freezer, Type \_\_\_\_\_     Extra Refrigerator     Second Color TV  
 Second Stereo     Automatic Washer     Electric Space Heater  
 Other: \_\_\_\_\_     Other: \_\_\_\_\_

(9) **Security Deposit:** Tenant agrees to pay \$100.00 deposit. See Part I of this Lease Agreement for information on treatment of the Security Deposit.

(10) **Lead Safety:** The PHA will provide Tenant with a Lead Hazard Information Pamphlet, and a Lead Disclosure Addendum.

(11) **Incorporated by Reference as Part of this Lease:** The following policies, procedures and rules are incorporated by reference in this Lease: Pet Policy, Community Service Policy, Housekeeping Standards Policy, House Rules, Grievance Procedures, Admissions and Occupancy Policy, Schedule of Maintenance and Other Charges, VAWA Occupancy Rights and Certifications, Smoke Free Policy and Other: \_\_\_\_\_. Current copies are posted in the PHA office and incorporated in the PHA Plan. These documents may be updated from time to time without nullifying this Lease. These documents may be viewed during regular office hours. Single copies are available upon request.

(12) **Warranties and Representations by the Tenant:** The Tenant warrants and represents that he/she has not (a) failed to repay a previous debt to the PHA, committed fraud in connection with any HUD programs, or failed to disclose previously committed fraud in connection with any HUD program; (b) provided false information on the application; (c) been previously evicted for non-payment of rent, breach of Lease, or use of a unit for illegal purposes; (d) had history of criminal or other acts that would adversely affect the health, safety or welfare of other tenants; (e) refused or failed to complete required forms or to supply requested information. False statements affecting any eligibility criteria or which result in inaccurate calculation of Total Tenant Payment or Tenant Rent shall be grounds for immediate termination of this Lease and eviction from PHA property.

(13) **PHA’s Commitment to Investigate Misrepresentations and Pursue Remedies:** The PHA will investigate allegations, complaints or other observations that indicate a Tenant may be receiving more benefits than to which he/she is entitled. The PHA will vigorously pursue false statements that result in the Tenant paying less rent than required or the PHA overpaying rental assistance. After verification of these misrepresentations, the PHA will take

all necessary steps to recover the un-entitled payments, including administrative actions, or civil or criminal court actions, or judgment, as it deems appropriate.

- (14) **Execution:** By Tenant’s signature below, Tenant and all household members agree to the terms and conditions of Part I and II of this Lease Agreement and all additional documents made a part of the lease by reference. *This Lease must be executed by all household members age eighteen (18) and older.*

Any person who obtains or attempts to obtain, or who establishes or attempts to establish, eligibility for and any person who knowingly or intentionally aids or abets such person in obtaining or attempting to obtain housing, or a reduction in public housing rental charges, or any rent subsidy, to which such person would not otherwise be entitled, by means of a false statement, failure to disclose information, impersonation, or other fraudulent scheme or devise shall be guilty of a crime. Upon conviction, such person may be fined and/or imprisoned under the laws and statutes of the State of Texas.

By the signatures below I/we also acknowledge that the Provisions of Part I of this Lease Agreement have been received and thoroughly explained to me/us.

Tenant \_\_\_\_\_ Date \_\_\_\_\_  
Spouse or Co-Tenant \_\_\_\_\_ Date \_\_\_\_\_  
Other Adult Household Member \_\_\_\_\_ Date \_\_\_\_\_  
Manager \_\_\_\_\_ Date \_\_\_\_\_  
Witness \_\_\_\_\_ Date \_\_\_\_\_

**Tenant’s Certification**

I, \_\_\_\_\_ hereby certify that I, and other members of my Household, have not committed any fraud in connection with any federal housing assistance program, unless such fraud was fully disclosed to PHA before execution of this Lease or before PHA approval for occupancy of the unit by the Household member.

I further certify that all information or documentation submitted by myself or other Household members to PHA in connection with any federal housing program (before and during the lease term) are true and complete to the best of my knowledge and belief.

\_\_\_\_\_  
Tenant’s Signature

\_\_\_\_\_  
Date

**Attachments**

If indicated by an (X) below, PHA has provided Tenant with the following attachments and information:

- Part I of this Lease Agreement
- Schedule of Maintenance and Other Charges (which may be updated by posting)
- Lead Hazard Information Pamphlet
- Lead Disclosure Addendum
- Other:\_\_\_\_\_

**Reference**

**Current copies of the following policies, procedures and rules referenced in the Lease are posted in the PHA office and incorporated in the PHA Plan. These documents may be updated from time to time. They may be viewed during regular office hours. Single copies are available upon request.**

- Pet Policy
- Community Service Policy
- Housekeeping Standards
- Grievance Procedure
- Admissions and Occupancy Policy
- Schedule of Maintenance and Other Charges
- Other:\_\_\_\_\_

**Public Housing Lease  
Part I**

**Lubbock Housing Authority**

Board Resolution Number \_\_\_\_\_

Adoption Date \_\_\_\_\_

Effective Date \_\_\_\_\_

**Part I: Public Housing Residential Lease Agreement  
Terms and Conditions**

**This Lease Agreement** (called the Lease) is between the **Housing Authority of the City of Lubbock**, (called PHA) and Tenant named in Part II of this lease (called Tenant). [966.4(a)]

**I. Description of Parties and Dwelling Units:** [966.4(a)]

- (a) PHA, using data provided by Tenant about income, family composition, and needs, leases to Tenant, the property (called Dwelling Unit) described in Part II of the Lease Agreement, subject to the terms and conditions contained in this Lease. [966.4(a)]
- (b) Dwelling unit must be the sole private residence of the Tenant and the family members named on Part II of the Lease. Only Tenant and his/her household members identified in Part II of the Lease may occupy the unit. [966.4(d)(1&2)]
- (c) Any additions to the household members named on the Lease, including Live-in Aides and foster children/adults, **but excluding natural births, adoptions, and court awarded custody**, require the advance written approval of the PHA. Such approval will be granted only if the new family members pass PHA screening criteria and a unit of appropriate size is available. Permission to add Live-in Aides and foster children/adults shall not be unreasonably refused. [966.4 (a)(2)&(d) (3)(i)]

Tenant agrees to wait for PHA approval before allowing additional persons to move into dwelling unit. Failure on the part of the Tenant to comply with this provision is a serious violation of the material terms of the lease, and the PHA may terminate the lease in accordance with Section XVII. [966.4 (f)(3)]

- (d) Tenant shall report any deletions of the household members named on Part II of the Lease to the PHA in writing, within ten (10) business days of the occurrence. [ 966.4(c)(1)&(2)&(f)(3)] Tenant shall date and initial Part II of the Lease whenever a household member moves into or out of the dwelling unit.

**II. Lease and Amount of Rent**

- (a) Unless otherwise modified or terminated in accordance with Section XVI, this Lease shall automatically renew for successive terms of one (1) calendar year. [966.4(a)(1)] The rent amount is stated in Part II of this Lease. Rent shall remain in effect unless adjusted by the PHA in accordance with Section VII herein. [966.4(c)] The amount of Total Tenant Payment and Tenant Rent shall be determined by the PHA in compliance with HUD regulations and requirements and in accordance with PHA's Admissions and Occupancy Policy. [966.4(c)]
- (b) **Rent is due on the first day of each month. A late charge of \$5.00 will be charged on the tenant's account after 5:00 p. m. on the 5<sup>th</sup> day of the month. Each day of delinquency thereafter an additional \$1.00 will be added to the account. If rent and late charges are not paid by the 20<sup>th</sup> day of the month, a forcible detainer will be filed with the Justice of Peace. If the 5<sup>th</sup> day of the month falls on a Saturday, a Sunday, or a holiday these dates will be moved up to the next working day. Tenant will be prepared to pay late charges and court costs after the filing of the detainer. If a tenant does not pay all charges due within 5 days after judgment has been obtained, a Writ of Possession will be filed and tenant will be evicted. All current charges must be paid along with the delinquent charges if tenant is to be considered for continued occupancy.**

NOTE: If a forcible detainer is filed more than one (1) time in any twelve (12) month period on any resident, an eviction will be effected.

“ZERO” OR “PROVISIONAL” RENTS: If the Tenant is place on “Zero” or “Provisional” rent, the Tenant must report in person to the Project Manager every thirty (30) days with current information on the status of the household income, family composition, and such other information as may be required to determine whether or not the Tenant qualifies to continue at the “Zero” or “Provisional” rent.

**III. Other Charges:** In addition to rent, Tenant is responsible for the payment of certain other charges specified in this Lease. The type(s) and amounts of other charges are specified in Part II of this Lease Agreement. Other charges can include: [966.4(b)(2)]

- (a) Maintenance Costs—The cost for services or repairs due to intentional or negligent damage to the dwelling unit, common areas or grounds beyond normal wear and tear caused by Tenant, household members or guests. When PHA determines that needed maintenance is not caused by normal wear and tear, Tenant shall be charged for the cost of such service, either in accordance with the Schedule of Maintenance Charges posted by the PHA or (for work not listed on the Schedule of Maintenance Charges) based on the actual cost to PHA for the labor and materials needed to complete the work. If overtime is required, overtime rates will be charged accordingly.
- (b) Excess Utility Charges—At developments where utilities are provided by the PHA, a charge shall be assessed for excess utility consumption, including extra consumption due to operation of major tenant-supplied appliances. This charge does not apply to Tenants who pay their utilities directly to a utility supplier. [966.4(b)(2)]
- (c) Installation charges for tenant-supplied air conditioners or other approved appliances.
- (d) Late Charges—A late charge will be assessed for payment of rent or other charges after the due date in accordance with Part II of the Lease Agreement.
- (e) PHA shall provide written notice of the amount of any charge in addition to Tenant Rent and when the charge is due. Charges, other than rent, are due two (2) weeks after Tenant receives PHA’s written notice of the charge. [966.4(b)(4)]
- (f) The Tenant shall be required to pay retroactive rent resulting from, among other things, a Tenant’s failure to provide adequate documentation, report changes in a timely manner or otherwise misrepresent income or family circumstances to the PHA. Retroactive rent may be paid to the PHA under a repayment agreement, between the Tenant and the PHA. The minimum monthly payment amount will be the greater of the following two amounts: 1) the difference between 40 percent of the family’s monthly adjusted income in rent; or 2) \$25.00. The Tenant’s failure to pay retroactive rent shall constitute non-payment of rent and, in such cases, the PHA shall have the right to terminate this lease and obtain possession of the dwelling unit pursuant to available legal remedies.

**IV. Payment Location:** Payment Location: All payments must be made by check or money order at the Management Office, or mailed to 1708 Crickets Avenue, Lubbock, Texas 79401. **All insufficient checks will be referred to INSTACHEK for collection. Tenant’s who have submitted an insufficient check will be required to make all further payments by money order, debit/credit card or cashier’s check.**

**V. Security Deposit**

- (a) Tenant Responsibilities—Tenant agrees to pay a Security Deposit in the amount of \$\_\_\_\_\_. **NOTE: ALL PAYMENTS WILL BE MADE BY MONEY ORDERS, DEBIT/CREDIT CARD OR CASHIER’S CHECKS.** [966.4(b)(5)]
- (b) PHA Responsibilities—After Tenant vacates the dwelling unit and the premises have been inspected by the PHA, the Security Deposit shall be refunded to Tenant, less any charges including, but not limited to:
  - 1. Payment of court costs, expenses, and attorney fees incurred in enforcing this lease or in recovering possession of the dwelling unit unless the Tenant prevails in such legal action;
  - 2. The cost of non-routine cleaning or repair of the dwelling unit or its equipment (no charge is made for normal wear and tear);
  - 3. The cost of keys not returned to the Management Office;
  - 4. Balance of dwelling rent including prorated rent if required written notice of intent to vacate is not provided.
  - 5. Late fees
  - 6. Unpaid utility charges

The Security Deposit may not be used to pay rent or other charges while Tenant occupies the dwelling unit. No refund of the Security Deposit will be made until Tenant has vacated the dwelling unit and the PHA has inspected the unit.

The return of a Security Deposit, less any amounts owed, shall occur within thirty (30) days after the Tenant has vacated. PHA agrees to return the Security Deposit, if any, to Tenant when he/she vacates, less any deductions for any costs indicated above, so long as Tenant furnishes PHA with a forwarding address and Thirty (30) days notice of intent to vacate (written notice not applicable to death during tenancy). The PHA will accept a fourteen (14) day notice from Tenants being admitted to the Section 8 Voucher program. If any deductions are made, PHA will furnish Tenant with a written statement of any such deductions from the Security Deposit.

**If a valid forwarding address is not provided by the tenant and the PHA is unable to locate Tenant within ninety (90) calendar days, the Security Deposit balance shall be forfeited to the PHA. Tenant understands and agrees it is his/her responsibility to provide PHA with a valid forwarding address.**

**VI. Utilities and Appliances [966.4(b)(1)]**

- (a) PHA Supplied Utilities—If indicated by an (X) on Part II of this Lease, PHA will supply the indicated utility: electricity, natural gas, heating fuel, water, sewer, and trash collection. PHA will not be liable for the failure to supply utility service for any cause whatsoever unless the PHA acted intentionally or negligently in not supplying utility services. If indicated by an (X) on Part II of this Lease, PHA will provide a cooking range, refrigerator or other specified appliance. Other major electrical appliances, air conditioners, freezers, extra refrigerators, washers, dryers, etc., may be installed and operated only with the written approval of PHA. A monthly service charge will be payable by Tenant for the electricity used in the operation of such appliances, where PHA supplies electricity. Excess utility charges are due fourteen (14) days after receipt of notice from PHA. Failure to pay charges on due date shall be considered a serious violation of the terms of the lease and shall be grounds for termination of the Lease.
- (b) Tenant-paid Utilities—If Tenant resides in a development where PHA does not supply electricity, natural gas, heating fuel, water, sewer service, or trash collection, a **Utility Allowance** shall be established, appropriate for the size and type of dwelling unit, for utilities Tenant pays directly to the Utility Supplier. The Total Tenant Payment less the Allowance for utilities equals Tenant Rent. If the Allowance for Utilities exceeds Total Tenant Payment, PHA will pay a Utility Reimbursement each month. [966.473(c)] If Tenant’s actual utility bill exceeds the Allowance for Utilities, Tenant shall be responsible for paying the actual bill to the supplier. If Tenant’s actual utility bill is less than the Allowance, Tenant shall receive the benefit of such savings.
- (c) If the Allowance for Utilities exceeds the Total Tenant Payment, the PHA will pay a Utility Reimbursement to the Tenant each month.
- (d) Tenant agrees to maintain natural gas and electrical services in the dwelling unit at all times. Failure to maintain electrical or natural gas services for more than twenty-four (24) hours shall be considered a serious violation of the terms of the lease and shall be grounds for termination of the Lease.
- (e) Tenant agrees not to waste utilities provided by the PHA and to comply with any applicable law, regulation, or guideline of any governmental entity regulating utilities or fuels or restrictions of specific appliances. [966.4(f)(8)]
- (f) Illegal tampering with utility metering devices shall be considered a violation and grounds for termination of this Lease.
- (g) At the time of admission (lease signing), tenant must provide evidence of the ability to legally obtain service connections for all utilities not provided by the PHA. Utilities may be in the name of the head/co-head/spouse or another adult whether or not a member of the household. (the applicant must supply the PHA with a copy of a signed agreement between the applicant and the person agreeing to turn on utilities in his/her name)

- (h) Tenant agrees to maintain sufficient heat to prevent freezing of piped water. If for any reason the Tenant is unable to maintain sufficient heat, he/she shall immediately notify the PHA. Failure to notify the PHA of frozen or damaged water pipes is grounds for termination of this Lease pursuant to Section XVII.

**VII. Terms and Conditions:**

Use and Occupancy of the Dwelling Unit—Tenant shall have the right to exclusive use and occupancy of the dwelling unit for Tenant and other household members listed on Part II of this Lease Agreement. No person(s) other than those listed on the Lease-Rental Agreement are allowed to reside in the apartment. With the prior written consent of the PHA, members of the household may engage in legal profitmaking activities in the dwelling unit. [966.4(d)(1&2)] A resident family must notify the PHA when overnight guests will be staying in the unit for more than 3 days. A guest can remain in the unit no more than 14 cumulative calendar days during any 12 month period. Permission may be granted, upon written request to the Manager, for an extension of this provision. [966.4(d)(1)]

- (a) Ability to Comply with Lease Terms—If during the term of this Lease, Tenant by reason of physical or mental impairment is no longer able to comply with the material provisions of this lease, and cannot make arrangements for someone to aid him/her in complying with the Lease, and PHA cannot make any reasonable accommodation that would enable Tenant to comply with the Lease then; PHA will assist Tenant, or designated member(s) of Tenant’s family, to find more suitable housing and move Tenant from the dwelling unit. If there are no family members who can or will take responsibility for moving Tenant, PHA will work with appropriate agencies to secure suitable housing and will terminate the lease. At the time of admission, Tenants may identify the family member(s) to be contacted if they become unable to comply with the Lease terms.
- (b) Redetermination of Rent, Dwelling Size, and Eligibility—The rent amount as fixed in Part II of this Lease Agreement is due each month until changed as described below:
  - 1. Scheduled Reexaminations
    - a. The PHA will conduct a reexamination of income and deductions at least once every three years of families who have opted to pay flat rent. The PHA will reexamine family composition annually of families paying flat rent.
    - b. The PHA will conduct a reexamination of income, deductions and family composition at least once every year of families who have opted to pay income-based rent.
    - c. Tenant and adult household members shall certify to compliance with the 96 hours per year community service requirement if applicable. [960.209]
    - d. The Tenant is responsible for rescheduling recertification appointments in advance if unable to attend. Failure to report to scheduled reexam or complete a reexam is grounds for termination
- (c) Tenant agrees to supply PHA, when requested, with accurate information about: family composition, age of family members, income and sources of income for all family members, assets, community service activities, and related information necessary to determine eligibility, annual income, adjusted income and rent. [966.4(c)(2)] Failure to supply such information when requested is a serious violation of the terms of the Lease and shall be grounds for termination of the Lease. All information must be verified. Tenant agrees to comply with PHA requests for verification by signing releases for third-party verifications, presenting documents for review, or providing other suitable forms of verification. [966.4(c)(2)] PHA shall give Tenant reasonable notice of what actions Tenant must take and of the date by which any such action must be taken for compliance under this section. This information will be used by PHA to decide whether the amount of rent should be changed and whether the dwelling size is still appropriate for Tenant’s needs. This determination will be made in accordance with the Admissions and Occupancy Policy, which is publicly posted in the PHA office.

- (d) The Tenant agrees to pay adjusted rents and back charges, if any, in accordance with the approved Schedule of Rents and Charges and to accept a “Notice of Rent Adjustment” delivered as prescribed in Section XVI.
- (e) Rent will not change during the period between regular reexaminations, UNLESS during such period: [960.209(b)]
  - 1. Rent is based on false or incomplete information supplied by the Tenant;
  - 2. It is found that an error was made at admission or reexamination. (Tenant will not be charged for errors made by the PHA.);
  - 3. It is impossible to verify the Tenant’s income at the regular reexamination and a temporary rent was charged. Tenant agrees to report to the PHA every thirty (30) calendar days until a regular rent can be set. Such rent will be effective the date the temporary rent was set, and any overpayment will be credited to the Tenant’s account and any underpayment will become due and payable;
  - 4. The household income has been reduced for any reason. The Tenant must report any and all changes in income and composition within ten (10) calendar days of such change, and rent will be adjusted in accordance with the current PHA Admissions and Occupancy Policy and HUD regulations;
  - 5. HUD regulations require an increase;
  - 6. Tenant can show a change in circumstances, such as loss of job, emergency, medical costs, etc., or a decline in income that would justify a reduction in rent pursuant to HUD regulations;
  - 7. Tenant is paying a flat rent and Tenant income is reduced or Tenant is paying income-based rent in excess of the established flat rent and requests a change to the flat rent. Such changes shall occur no more than once between annual reexamination;
  - 8. Public Assistance to Tenant or household member commences or is terminated. Such change must be reported to the PHA within ten (10) calendar days. Rent will not be reduced where there is reduction in welfare payments received because of non-compliance with an economic self-sufficiency program, work activities requirements and/or fraud in the welfare program. No determination with respect to rent reduction/non-reduction will occur until the public assistance provider provides written verification of the circumstances of the public assistance change;
  - 9. There is a change in the Tenant’s family composition or income.
- (f) All changes in family composition must be reported to the Manager within ten (10) calendar days of the occurrence. Failure to report within this timeframe may result in a retroactive rent charge. [966.4(c)(2)] This Lease will not be revised to permit adults to move back into the unit (within twelve (12) months of being removed from the lease) unless it is determined that the move is essential for the mental or physical health of the Tenant and it does not result in overcrowding the unit Tenant is currently occupying.
- (g) Rent Adjustments—Tenant will be notified in writing of any rent adjustment due to the situations described above; all notices will state the effective date of the rent adjustment.
  - 1. In the case of rent decrease, the adjustment will become effective the first (1<sup>st</sup>) day of the month following the date the Tenant reported the change.
  - 2. In the case of rent increase, when an increase in income occurs after a prior rent reduction, and is reported within ten (10) calendar days of the occurrence, the increase will become effective the first day of the second (2<sup>nd</sup>) month following the month in which the change was reported.
- (h) In the case of rent increase due to misrepresentation, failure to report a change in family composition or increase in income, the increase will be applied retroactively, to the date it would have been effective had the information been provided on a timely basis.
- (i) Zero Rent or Provisional Rent—If a Tenant is placed on zero rent or provisional rent, the Tenant must report in person to the PHA every thirty (30) calendar days until a regular income is established.

Failure to report to the PHA in person every thirty (30) calendar days as required shall be considered grounds for termination of this Lease.

(j) Minimum Rent--The PHA has established a minimum rent of \$50.00 dollars. The minimum rent is subject to the following:

1. The PHA shall immediately suspend the minimum monthly rent of any Tenant making a proper request in writing and who is unable to pay because of financial hardship, which shall include:
  - a. Loss of eligibility for or awaiting an eligibility determination for a federal, state or local assistance program. This includes a family with a member who is an alien lawfully admitted for permanent residence under the Immigration and Naturalization Act who would be entitled to public benefits but for Title IV of the Personal Responsibility and Work Opportunity Reconciliation Act of 1996;
  - b. The Tenant would be evicted as a result of the implementation of the minimum rent;
  - c. The income of the Tenant has decreased because of changed circumstance, including loss of employment;
  - d. A death in the family has occurred which affects the Tenant's circumstances;
  - e. Other circumstances which shall be decided by the PHA on a case-by-case basis.
2. All of the above must be proven by the Tenant providing verifiable information in writing to the PHA prior to the rent becoming delinquent and before the Lease is terminated by the PHA.
3. If a Tenant requests a hardship exemption (prior to the rent becoming delinquent) under this section, and the PHA reasonably determines the hardship to be of a temporary nature, exemption shall not be granted during the ninety (90) day suspension period beginning on the date of the written request for exemption by the Tenant. A Tenant shall not be evicted during the suspension period for non-payment of rent. In such a case, if the Tenant thereafter demonstrates that the financial hardship circumstance is long-term and ongoing, the PHA shall retroactively exempt the Tenant from the minimum rent requirement for the ninety (90) day suspension period.
4. This section does not prohibit the PHA from taking eviction action for other Lease violations unrelated to financial hardship.

(k) Transfers—[966.4(c)(3)]

1. Tenant agrees that if the PHA determines that the size or design of the dwelling unit is no longer appropriate to Tenant's needs, PHA shall send Tenant written notice. Tenant further agrees to accept a new Lease for a different dwelling unit of the appropriate size or design and to move to the new unit at the Tenant's expense.
2. PHA shall move a Tenant into another unit if it is determined necessary to rehabilitate or demolish Tenant's unit. Reasonable costs for such moves will be paid by PHA.
3. If a Tenant makes a written request for special unit features in support of a documented disability, PHA shall modify Tenant's existing unit. If the cost and extent of the modifications needed are equivalent to those required for a fully accessible unit, PHA shall transfer Tenant to another unit with the features requested at PHA's expense.
4. A Tenant without disabilities who is housed in a unit with special features must transfer to a unit without such features should a Tenant with disabilities need the unit. Reasonable costs for such moves will be paid by PHA.
5. In the case of involuntary transfers, Tenant shall be required to move into the dwelling unit made available by the PHA. Tenant shall be given fifteen (15) calendar days to move following delivery of a transfer notice. Refusal to move shall be grounds for termination of the Lease.
6. Involuntary transfers are subject to the Grievance Procedures, and no such transfers shall be made until either the time to request a grievance has expired or the grievance procedure has been completed.

7. Victims of verified domestic violence, dating violence, sexual assault or stalking are eligible for emergency transfer according to the PHA's Violence Against Women Act Policy emergency transfer plan. The PHA may pay the cost of such emergency transfers.
8. PHA will consider Tenant requests for transfers in accordance with the transfer priorities established in the Admissions and Occupancy Policies.

**VIII. PHA Obligations:** PHA shall be obligated:

- (a) To maintain the dwelling units, project, facilities, and common areas, not otherwise assigned to Tenant for maintenance and upkeep, in a clean and safe condition. [966.4(e)(4)]
- (b) To comply with the requirements of applicable building codes, housing codes, and HUD regulations materially affecting health and safety. [966.4(e)(2)]
- (c) To make necessary repairs to the dwelling unit. [966.4(e)(3)]
- (d) To maintain in good and safe working order and condition electrical, plumbing, sanitary, heating, ventilation, and other facilities and appliances, including elevators supplied or required to be supplied with PHA. [966.4(e)(5)]
- (e) To provide and maintain appropriate receptacles and facilities (except Tenant's household container[s]) for the deposit of garbage, rubbish, and other waste to be removed from the premises. [966.4(e)(6)]
- (f) To supply running water, reasonable amounts of hot water, and reasonable amount of heat at appropriate times of the year according to local custom and usage, except where the building that includes the dwelling unit is not required to be equipped for that purpose or where heat or hot water is generated by an installation within the exclusive control of Tenant and supplied by direct utility connection. [966.4(e)(7)]
- (g) To inspect the dwelling unit with the Tenant or his/her representatives before the Tenant moves in and to give the Tenant a written statement of the condition of the premises, the dwelling unit and the equipment provided with the unit. Both the PHA and the Tenant shall sign the inspection form, and the PHA shall retain a copy in the Tenant's file.
- (h) To inspect the dwelling unit when the Tenant moves out and give the Tenant a written description and itemized statement of any charges to be made for repairs. The Tenant may join in this inspection.
- (i) To enforce the terms of this agreement fairly, impartially, and in good faith and not to discriminate against any tenant in the provision of services, or in any manner, on the basis of race, color, creed, religion, sex, national origin, familial status, disability, sexual preference or gender identity..
- (j) To post in the Management Office copies of all rules, regulations, schedules of charges, negative consequences, grievance procedure and other documents and policies which are part of this agreement (by attachment or by reference) and to make these available to the Tenant at his/her expense.
- (k) To provide the Tenant and the affected member a copy of any criminal conviction record or record of lifetime registration for sex offenders at such time as any adverse action (eviction action) based on such record is proposed. The household will be provided an opportunity to dispute the accuracy of such information in an appropriate forum (court, hearing or grievance procedure) before final action is taken.
- (l) For all aspects of the Lease and Grievance Procedures, to provide disabled persons reasonable accommodations to the extent necessary to provide such persons with an opportunity equal to a non-disabled person to use and participate in those procedures.

**IX. Tenant Obligations:** Tenant shall be obligated:

- (a) To use the dwelling as their primary and only private residence for himself/herself and members of the Tenant's family as listed in Part II of this Lease Agreement and not to use or permit the use of the dwelling for any other purpose. . [966.4 (f)(3)] This provision does not exclude the care of foster children/adults or live-in care of a member of Tenant's family, provided the accommodation of such persons conforms to PHA's Occupancy Standards, and so long as PHA has granted prior written approval for the foster child(ren) or live-in aide to reside in the unit. [966.4 (d)((3)(i)] Tenant may obtain permission from the PHA to run a small profit making business from his/her residence.

- (b) Not to assign the Lease, nor sublease the dwelling unit. [ 966.4 (f)(1)]
- (c) Not to give accommodation to boarders or lodgers. [966.4 f)(2)]
- (d) Not to give accommodation to long-term guests (in excess of time specified in Section VII[a]) without the advance written consent of PHA.
- (e) To abide the necessary and reasonable regulations disseminated by PHA for the benefit and well being of the housing development and Tenants. These regulations shall be posted publicly in the project office and incorporated by reference in this Lease. Violation of such regulations constitutes a violation of the Lease.
- (f) To comply with the requirements of applicable State and local building or housing codes, materially affecting health and/or safety of Tenant and household. [966.4(f)(5)]
- (g) To keep the dwelling unit and other such areas and appliances as assigned to Tenant for exclusive use in a clean and safe condition at all times. This includes keeping front and rear entrances and walkways for the exclusive use of Tenant, free from hazards and trash and keeping the yard free of debris and litter. Entryways, stairways, patios, landings, parking areas, and recreational areas shall be kept clear of bicycles, toys, waste receptacles, footwear, umbrellas, boxes, material for recycling to include (beverage cans etc.), or any foreign objects at all times. Exceptions to this requirement may be made for Tenants who have no household members to perform such tasks because of age or disability. [966.4(g)] Repeated failure of housekeeping inspections shall be grounds for termination of the Lease.
- (h) To dispose of all garbage, rubbish, and other household waste in a sanitary and safe manner only in containers approved or provided by the PHA. To refrain from, and cause members of Tenant's household or guest to refrain from, littering or leaving trash in common areas. [966.4(f)(7)] To keep porch and yard areas free of trash, debris and recycling materials. No furniture intended for indoor use (i.e., sofa, bedding, recliners) shall not be kept or stored outside of unit on porches, patios, lawns, etc. Tires, batteries and other auto parts are not allowed to be stored on the outside of unit. . No trash or garbage cans will be permitted outside of the rental unit at any time. Garbage and refuse should be wrapped and tied or placed into plastic containers and sealed, and placed in dumpsters
- (i) To use only in a reasonable manner all electrical, sanitary, heating, ventilating, air-conditioning, and other facilities and appurtenances including elevators. [966.4(f)(8)]
- (j) To refrain from and cause household members and guests to refrain from destroying, defacing, damaging, or removing any part of the dwelling unit, building, facilities, or common areas, and to pay reasonable charges for repairs if so caused. To pay for damages caused by fire or smoke that is a direct result of negligence on the part of the Tenant, family member or guest, as determined by the local Fire Department. Such fire and smoke damage charges shall be in the amount of the actual cost of the repair/replacement less the amount paid by insurance.
- (k) To provide and replace smoke detector batteries where battery-operated smoke detectors are furnished. The PHA will test the detector in the presence of the resident upon initial occupancy and again at each annual inspection. The PHA will provide working batteries only at lease commencement as required by statute. The first noted failure to maintain smoke detectors, removing batteries or damaging/removing the smoke detectors will result in the following reactivation fees: 1) Tenant Removed Battery - \$20.00; 2) Damaged/removed/missing Smoke Detector - \$35.00, Notices of lease violation will be issued to residents who purposely disengage the unit's smoke detector. Only one warning will be given. A second incidence will result in lease termination..
- (l) To act, and cause household members or guests to act in a manner that will:
  1. Not to impair the physical or social environment of the complex;
  2. Be conducive to maintaining all PHA projects in a decent, safe, and sanitary condition.
- (m) To ensure that Tenant, any member of the household, a guest, or another person under Tenant's control, shall not engage in:
  1. Any activity that threatens the health, safety, or right to other Tenants' peaceful enjoyment of their accommodations or community facilities; or

2. Any drug-related criminal activity. Any drug-related criminal activity in violation of the preceding sentence shall be cause for termination of tenancy and for eviction from the unit. (For the purposes of this Lease, drug-related refers to manufacture, possession, sale, distribution, use or possession with intent to manufacture, sell, distribute, or use of a controlled substance as defined in Section 102 of the Controlled Substances Act.)
- (n) To make NO alterations, repairs, or redecorations (including painting, borders, wallpaper, etc.) to the interior of the dwelling unit or to the equipment, or to install additional equipment or major appliances without written consent of PHA. To make no changes to locks or install new locks or exterior doors without PHA's written approval. To use no nails, tacks, screws, brackets, or fasteners on any part of the dwelling unit (a reasonable number of picture hangers accepted) without authorization by PHA.
  - (o) To give prompt prior notice to PHA, in accordance with Section XVI hereof, of Tenant's leaving dwelling unit unoccupied for any period exceeding fifteen (15) calendar days.
  - (p) To act in a cooperative manner with neighbors and PHA staff. To refrain from and cause members of Tenant's household or guests to refrain from acting or speaking in an abusive or threatening manner toward neighbors and PHA staff.
  - (q) To abide by the PHA's restrictions on weapons. It shall be considered a prohibited activity, a material breach of a Tenant's Lease Obligation, and grounds for termination of this Lease, for any Tenant or anyone in the dwelling unit with the Tenant's consent to do any of the following upon PHA property:
    - 1. To recklessly or unlawfully carry on or about his person a deadly weapon, including air rifles and pellet guns;
    - 2. To recklessly or unlawfully display a deadly weapon in connection with a verbal or non-verbal threat of bodily harm;
    - 3. To recklessly or unlawfully shoot, fire, explode, throw, or otherwise discharge a deadly weapon;
    - 4. To recklessly or unlawfully inflict any injury upon another person through the intentional use of a deadly weapon;
    - 5. To recklessly or unlawfully inflict any injury upon another person through the reckless, careless, or negligent use of a deadly weapon;
    - 6. To recklessly or unlawfully damage any property through the intentional, reckless, careless, or negligent use of a deadly weapon.

*A deadly weapon means a firearm or anything manifestly designed, made or adapted for the purpose of inflicting death or serious bodily injury, or anything that in the manner of its use or intended use is capable of causing death or serious bodily injury. A deadly weapon shall include, but not be limited to, a club, explosive weapon, firearm, knife or knuckles as those terms are defined by the local State Penal Code.*
  - (r) Not to commit any of the following criminal activities either on or off PHA property:
    - 1. Any crime of physical violence to persons or property.
    - 2. Illegal use, sale, or distribution of narcotics, or other drug-related criminal activity.

It shall be considered a material breach of a Tenant's lease obligation and grounds for termination of the Lease for Tenant or anyone in Tenant's household to commit the above criminal acts either **on or off** the premises.
  - (s) To refrain from alcohol abuse-related behavior or activities that interferes with the health, safety, or right to peaceful enjoyment of the premises by other Tenants. Alcohol-related behavior or activities shall be considered a violation of the Lease and grounds for termination of the Lease.
  - (t) To take reasonable precautions to prevent fires and to refrain from storing or keeping highly volatile or flammable materials on the premises.
  - (u) To avoid obstructing sidewalks, areaways, galleries, passages, elevators, stairways, and to avoid using these for purposes other than going into and out of the dwelling unit.

- (v) To install window A/C units in accordance with the PHA's installation criteria and only after receipt of written approval of the installation by the PHA.
- (w) To refrain from erecting or hanging radio or television antennas on or from any part of the dwelling unit, except that roof antennas may be installed in accordance with regulations set forth by PHA and with prior written approval by the PHA.
- (x) To refrain from placing signs, signals, illumination, advertisements, notices, television, stereo, or radio antennas or satellite dishes, awnings, foil or paper, wiring, or any other equipment or lettering in or about the dwelling unit except those allowed under applicable zoning ordinances and then only after having received written permission of PHA.
- (y) To abide by the PHA's Pet Policy. Tenant will not keep pets such as dogs, cats, or other animals anywhere in the complex, unless the pet has been registered with and approved by the PHA, and the family has executed a formal pet ownership agreement that becomes an attachment to this Lease, by reference. When pet is outside of unit (dogs & cats) must be kept on a leash or carried. Pet must be under tenant's control at all times. Pet owner shall be responsible for the removal of his/her pet waste from common areas. Tenant must provide proof of current vaccinations annually. Tenants who are disabled and have a qualified "service animal" shall be exempt from the Pet Deposit and are exempt from the size, weight and type restrictions as listed in the PHA's Pet Ownership Policy. However, they are not exempt from the other requirements of the policy. Failure to comply with maintenance and care requirements shall constitute a material violation of the Lease and shall be grounds for termination of the Lease.
- (z) To maximize use of parking spaces for residents and guests.. There are no assigned parking spaces at the property. No parallel parking is allowed. All vehicles must park in marked spaces, occupying only one space per vehicle To remove from PHA property any inoperable vehicle or vehicle without valid registration and inspection stickers and to refrain from parking any vehicles in any right-of-way or fire lane designated and marked by PHA. . No motorcycle or other vehicle, which, in the opinion of the Management, is in unsafe or dilapidated condition, shall be permitted on the property. Any inoperable or unauthorized vehicle shall be removed from PHA property at Tenant's expense. Tenant also agrees not to repair or wash vehicles on PHA property. No trucks, trailers, motor homes, boats, boat trailers, campers, motorized scooters, tents or any other type of passenger or recreational vehicle shall be parked anywhere on the property without written permission of Management.
- (aa) To remove any personal property left on PHA property when Tenant leaves, abandons or surrenders the dwelling unit. Property left for more than 30 calendar days shall be considered abandoned and will be disposed of by PHA. Tenant shall be assessed costs for storage and disposal.
- (bb) To use reasonable care to keep his/her dwelling unit in such condition as to ensure proper health and sanitation standards for Tenant, household members, and neighbors. **Tenant shall notify the PHA promptly of known need for repairs to his/her dwelling unit**, and of known unsafe or unsanitary conditions in the dwelling unit or in common areas and grounds of the development. Tenant's failure to report the need for repairs in a timely manner shall be considered as contributing to any damage that occurs.
- (cc) Not to consume any alcoholic beverage or use glass containers on the real property of the PHA (meaning, parking areas, recreational areas, etc.) except when transporting them directly to a unit or removing them from the PHA premises. Alcoholic beverages may be consumed inside the dwelling unit. Consumption of alcohol outside of the unit is prohibited. This prohibition extends to all property owned by the PHA included, but not limited to, driveways, yards, porches, and walkways.
- (dd) To transfer to an appropriate size dwelling unit, based on family composition, upon appropriate notice by the PHA that such a dwelling unit is available.
- (ee) Not to engage in profit-making activities in the dwelling unit without prior written approval by the PHA.
- (ff) To leave the dwelling unit in a clean and good condition upon vacating, reasonable wear and tear accepted.

- (gg) To provide the PHA with thirty (30) calendar days advance notice of intent to vacate and terminate the Lease. The PHA will accept a fourteen (14) day notice from Tenants being admitted to the Section 8 Voucher program. The notice shall be in writing and delivered in person to the PHA or sent by U. S. Mail, properly addressed. Upon termination of this agreement, the Tenant agrees that the dwelling shall not be considered “vacated” for rental charge purposes until such time as the keys are returned and the PHA accepts the unit.
- (hh) To assist in the extermination of insects and vermin (roaches, bedbugs, ants, mice, etc). With proper notice given by the PHA, permit exterminators to enter the unit to treat for insects and vermin.
- (ii) To pay charges for excess utilities, if applicable for this dwelling unit, fourteen (14) calendar days after the PHA provides written notice of the charges.
- (jj) To avoid overloading electrical circuits by limiting the use of electrical appliances and attachments when it appears that an overload caused by the connection of too many appliances at the same time would result in a hazardous condition.
- (kk) To allow inspection of the unit upon receipt of forty-eight (48) hour written notice by the PHA.
- (ll) Not to receive assistance for occupancy of any other unit assisted under any Federal housing assistance program during the term of the Lease.
- (mm) Not to commit any fraud in connection with this housing assistance program.
- (nn) To comply with the Community Service Requirement as described in the PHA’s Community Service Policy. Tenant and other family members eighteen (18) years of age or older agree that any non-exempt adult family member must on a annual basis contribute ninety-six (96) hours of community service or participate in a self-sufficiency program for ninety-six (96) hours or a combination of community service hours and self-sufficiency totaling a minimum of ninety-six (96) hours..Non-compliance with this requirement will result in this Lease not being renewed, subject to the Tenant/family member’s right to request a hearing under the PHA’s Grievance Procedures.
- (oo) To comply with the Smoke Free Policy. To insure quality of air and the safety of all public housing residents, pursuant to 24 CFR § 965, Subpart G, the PHA has declared that all buildings belonging to the housing authority and all areas within 25 feet of such buildings are smoke-free. Failure to comply with the PHA’s Smoke-Free Housing Policy will result in lease termination and eviction.
- (pp) To refrain from making, permitting, or causing any nuisances, public or private, nor causing any disturbing noises, such as loud music, stereo, television or partying in their apartments or elsewhere on the property. Quiet hours are from 10 p.m.to 8 a.m. Any breach of this rule is grounds for eviction.
- (qq) Not to set up or use trampolines or swimming pools on PHA property.
- (rr) Not to set up or use waterbeds on the premises without prior written consent of Management and, if allowed then Resident shall provide an insurance policy acceptable to Management.
- (ss) To replace non-working light bulbs and smoke detector batteries during Tenant’s occupancy, including oven, refrigerator and vent hood.
- (tt) Not to use toilets, basins, and other plumbing fixtures for any purpose other than for those for which they were designed; no sweepings, rubbish, rags, feminine hygiene products, excessive paper, newspaper nor any other articles are to be thrown into them. Repair costs resulting from misuse of such facilities shall be paid for by the Resident.
- (uu) To not give unit keys or copies of keys to persons who are not on the Lease Agreement unless prior written permission is on file at the Manager’s office. Fees for lost or duplicate keys and lockout service before or after posted office hours are posted in the office.
- (vv) To explain these rules to all household members and guests and to be responsible for preventing their violation of any of these rules.

**X. Defects Hazardous to Life, Health or Safety:** The following provisions apply in the event that the dwelling unit is damaged to the extent that conditions are created that are hazardous to the life, health, or safety of the occupants: [966.4(h)]

- (a) PHA Responsibilities:
  - 1. PHA shall be responsible for repair of the unit within a reasonable period of time after receiving notice from Tenant, provided, if the damage was caused by Tenant, household members or guests, the reasonable costs for repairs shall be charged to the Tenant.
  - 2. PHA shall offer Tenant a replacement dwelling unit, if available, if necessary repairs cannot be made within a reasonable time. PHA is not required to offer Tenant a replacement unit if Tenant, household members, or guests caused the hazardous condition. Tenant cause of the hazardous situation shall be grounds for termination of the Lease. [966.4(h)(4)]
  - 3. In the event the PHA, as described above, cannot make repairs and alternative accommodations are unavailable, then rent shall abate in proportion to the seriousness of the damage and loss in value of the dwelling. No abatement of rent shall occur if Tenant rejects alternative accommodations or if Tenant, household members, or guests caused the damage. [966.4(h)(4)]
  - 4. If PHA determines that the dwelling unit is untenable because of imminent danger to the life, health, and safety of the Tenant and Tenant refuses alternative accommodations, this Lease shall be terminated, and any rent paid will be refunded to the Tenant.
- (b) Tenant Responsibilities:
  - 1. Tenant shall immediately notify the Manager of the damage and intent to abate rent when damage is not repaired or becomes sufficiently severe that Tenant believes he/she is justified in abating rent. [966.4(h)(1)]
  - 2. Tenant agrees to pay full rent, less the abated portion agreed upon by PHA, during the time in which the defect remains uncorrected.
  - 3. Tenant shall accept any replacement unit offered by PHA.

#### **XI. Move-in and Move-out Inspections**

- (a) Move-in inspection—PHA and Tenant or representative shall jointly inspect the dwelling unit prior to occupancy by Tenant. PHA will give Tenant a written statement of the condition of the dwelling unit, both inside and outside, and note any equipment provided with the unit. The statement shall be signed by PHA and Tenant and a copy of the statement retained in Tenant's file. [966.4(i)] PHA will correct any deficiencies noted on the inspection report, at no charge to the Tenant.
- (b) Move-out inspection—PHA will inspect the unit at the time Tenant vacates and provide Tenant a written statement of the charges, if any, for which Tenant is responsible. Tenant and/or representative may join in such inspection, unless Tenant vacates without notice. [966.4(i)]

#### **XII. Maintenance, Repair, and Services**

- (a) Tenant will pay charges for maintenance and repair beyond normal wear and tear, as reflected in the current "Schedule of Tenant Charges" posted in the Management Office.
- (b) "Normal wear and tear" means deterioration that results from the intended use of a dwelling, including breakage or malfunction due to age or deteriorated conditions; but the term does not include deterioration that results from negligence, carelessness, accident or abuse of the dwelling unit, equipment, or PHA property by the Tenant, or by a member of the Tenant's household, or by a guest of the Tenant.
- (c) Such charges are due and payable fourteen (14) days after the PHA provides Tenant written notice that charges are due. Failure to pay such charges on the date due shall be considered a serious violation and grounds for termination of this Lease.
- (d) The exemption of the Tenant's maintenance obligation for age or physical disability is expanded to cover any disability.

#### **XIV. Abandonment and Abandoned Property**

- (a) Management shall take possession of the apartment after the Tenant has moved out. If the Tenant and all other persons appear to have moved out in the landlord's reasonable judgment; and clothes, furniture and personal belongings have been substantially removed from the unit; and no one has been

- in the unit for five (5) consecutive days while the rent is due and unpaid; or a period of five (5) days has expired after the death of a sole resident, the PHA will deem the unit abandoned.
- (b) The PHA shall secure the dwelling unit against vandalism and attach a notice of entry to the door of said dwelling unit. If there is no response to this notice after forty-eight (48) hours, or if all the Tenant's possessions have been removed, the PHA will take possession of the dwelling unit, provided that the rent still remains unpaid.
  - (c) Any possessions left in the dwelling unit will be removed and stored by the PHA at the Tenant's expense. There shall be no sale or disposition of any of the foregoing property except pursuant to this Lease.
    - 1. Any sale under this lease shall take place only after thirty (30) day written notice of time and place of sale is sent by certified mail, return receipt requested, to the Tenant at the Tenant's last address.
    - 2. The sale will be public and subject to any recorded chattel mortgage or financing statement.
    - 3. The sale shall be to the highest cash bidder; proceeds shall first be credited to cost of the sale and then to any indebtedness. Any surplus shall be mailed to the Tenant at his/her forwarding or last known address.
    - 4. Tenant may reclaim their possessions at any time prior to the sale.
  - (d) Nothing under this Section shall limit the PHA's right to immediately dispose of trash or other property appearing to have no value.

#### **XV. Notices**

- (a) The PHA shall notify the Tenant of the specific grounds for any proposed adverse action by the PHA.
- (b) The PHA shall notify the Tenant of the opportunity for a hearing under the PHA's Grievance Procedures for a grievance concerning a proposed adverse action except for:
  - 1. Any criminal activity that threatens the health, safety or right to peaceful enjoyment of the premises of other residents or employees of the PHA;
  - 2. Any violent or drug-related criminal activity on or off such premises; or
  - 3. Any criminal activity that resulted in felony conviction of a household member.
- (c) The notice of proposed adverse action shall inform the Tenant of the right to request such hearing. In the case of a lease termination/demand for possession, a "notice of lease termination/demand for possession" shall constitute adequate notice of proposed adverse action.
- (d) In the case of a proposed adverse action other than a lease termination/demand for possession, the PHA shall not take a proposed action until the time for the Tenant to request a grievance hearing has expired, and (if a hearing was timely requested by the Tenant) the grievance process has been completed. [966.4(e)(8)]
- (a) Any request from a Tenant for a hearing under the Grievance Procedures must be in writing, delivered to the Management Office or Project Office or sent by first-class mail, properly addressed within ten (10) days of the date of the PHA's notice,.

#### **XVI. Notice Procedures**

- (b) Tenant Responsibility—Any notice to PHA must be in writing, delivered to the Management Office or Project Office, or sent by first-class mail, properly addressed. [966.4(k)(l)(ii)]
- (c) PHA Responsibility—Notice to Tenant must be in writing, delivered to the Tenant or to any adult household member, or sent by first-class mail addressed to Tenant. [966.4(k)(l)(i)]
- (d) Unopened, cancelled, first-class mail returned by the Post Office shall be sufficient evidence that notice was given.

- (e) If Tenant is visually impaired, all notices will be in accessible format. [966.4(k)(2)]

**XVII. Termination of the Lease:** In terminating the Lease, the following procedures shall be followed by PHA and Tenant:

- (a) This Lease shall be terminated only for serious or repeated violations of material terms of the Lease, such failure to make payments due under the Lease or to fulfill Tenant obligations set forth in Section IX above, or for other good cause. [966.4(l)(2)] Such serious or repeated violation of terms shall include, but are not limited to:
1. The failure to pay rent or other payments when due.
  2. Repeated late payment, which shall be defined as failure to pay the amount of rent or other charges due by the fifth (5<sup>th</sup>) of the month. Four such late payments within a twelve (12) month period shall constitute a repeated late payment.
  3. Failure to pay utility bills when Tenant is responsible for paying such bills directly to the supplier for such utilities or failure to pay excess consumption charges when utilities are provided by the PHA.
  4. Misrepresentation of family income, assets, deductions or family composition.
  5. Failure to supply, in a timely fashion, any certification, release, information, or documentation on family income or composition needed to process annual reexaminations or interim determinations.
  6. Serious or repeated damage to the dwelling unit, creation of physical hazards in the unit, common areas, grounds or parking areas of ANY development site.
  7. Criminal activity by Tenant, household members, guests or other persons under Tenant's control. Includes criminal activity that threatens the health, safety, or right to peaceful enjoyment of the premises by other tenants, or any drug-related criminal activity (on or off the premises). In deciding to evict for criminal activity, PHA shall have discretion to consider all circumstances of the case, including seriousness of the offense, the extent of participation by or awareness of family members, and the effects that the eviction would have both on family members not involved in the proscribed activity and on the family's neighbors. In appropriate cases, PHA may permit continued occupancy by remaining family members and may impose a condition that family members who engaged in the proscribed activity will neither reside nor visit the unit. PHA may require a family member who has engaged in the illegal use of drugs to present credible evidence of successful completion of a treatment program as a condition to being allowed to reside in the unit. [966.4(l)(5)]
  8. Offensive weapons or illegal drugs seized in a PHA unit by a law enforcement officer.
  9. Any fire on PHA property caused by carelessness or unattended cooking.
  10. Fleeing to avoid prosecution; or custody or confinement after conviction for a crime; or attempt to commit a crime that is a felony under the laws of the place from which the individual flees; a current member of the household fleeing to avoid prosecution; or custody or confinement after conviction for a crime; or attempt to commit a crime that is a felony under the laws of the place from which the individual flees (or that, in the case of the State of New Jersey, it is a high misdemeanor); or violating a condition of probation or parole imposed under State or Federal Law.
- (b) PHA shall give written notice of the proposed termination of the Lease of:
1. Fourteen (14) days in the case of failure to pay rent.
  2. A reasonable time, but not to exceed thirty (30) calendar days, considering the seriousness of the situation, when the health and safety of other tenants or PHA staff is threatened.
    - a. Three (3) days in the case of creation or maintenance of a threat to the health, safety and security of other residents, guests, PHA employees, or persons residing in the immediate vicinity of the premises;

- b. Three (3) days if any member of the household has engaged in any drug-related criminal activity or violent criminal activity;
  - c. Three (3) days for failure to maintain utility service.
  - d. Thirty (30) calendar days in any other case.
- (c) The notice of termination:
- 1. The notice of termination to the Tenant shall state specific reasons for the termination, shall inform the Tenant of his/her right to make such reply as he/she may wish, and Tenant's right to examine PHA documents directly relevant to the termination and/or eviction.
  - 2. When PHA is required to offer Tenant the opportunity for a grievance hearing, the notice shall also inform Tenant of the right to request such hearing in accordance with PHA's Grievance Procedures.
  - 3. Any notice to vacate (or quit) that is required by State or local law may be combined with, or run concurrently with the notice of lease termination under this section. The Notice to Vacate must be in writing and specify that if Tenant fails to quit the premises within the applicable statutory period, appropriate action will be brought against Tenant, and Tenant may be required to pay the court costs and attorney's fees.
  - 4. When PHA is required to offer Tenant the opportunity for a grievance hearing concerning the lease termination, the tenancy shall not terminate until the period to request a hearing has expired or the grievance process has been completed.
  - 5. When PHA is not required to offer Tenant the opportunity for a hearing under the grievance procedures and PHA has decided to exclude such grievance from PHA's Grievance Procedures, the notice of termination shall (a) state that Tenant is not entitled to a grievance hearing on the termination; (b) specify the judicial eviction procedure to be used by PHA for eviction and state that HUD has determined that this eviction procedure provides the opportunity for a hearing in a court that contains the basic elements of due process as defined in HUD regulations; and (c) state whether the eviction is for criminal activity that threatens health and safety of other tenants and staff or for drug-related criminal activity. [966.4(1)(3)(v)]
  - 6. PHA may only evict Tenant from dwelling unit by bringing a court action. [966.4(1)(4)]
- (d) Tenant may terminate this Lease at any time by giving thirty (30) calendar days written notice properly addressed and delivered to the PHA. (fourteen (14) days if the Tenant is admitting to the Section 8 Voucher Program)
- (e) When a PHA evicts a Tenant from a dwelling unit for criminal activity, PHA shall notify the local post office serving that dwelling unit that such individual or family is no longer residing in the unit so the post office will no longer deliver mail for such persons and they will no longer have reason to return to the unit. [966.4(1)(5)(ii)]
- (f) Tenant shall pay all court costs, expenses, and attorney fees incurred in enforcing this Lease or in recovering possession of the dwelling unit, unless the Tenant prevails in such legal action.
- (g) The PHA will not evict Tenant for criminal activity when the Tenant is verified to be the victim of domestic violence, dating violence, sexual assault or stalking unless the criminal activity in which Tenant is participating is unrelated to the domestic violence, dating violence, sexual assault or stalking. If the abuser is verified to be a family member, the Tenant may remove the abuser from the lease and remain in the unit. Nothing in this lease can be construed to limit the authority of PHA to terminate the tenancy of any Tenant when that Tenant's presence can be demonstrated to be an actual and imminent threat to other tenants, staff or those providing service to the property.
- (h) This Lease Agreement shall terminate upon abandonment of the premises by the Tenant.
- (i) Default Options - If the Tenant violates any term or obligation under this lease, or has misrepresented any material fact to the PHA, then the PHA shall have the right, at its option, to pursue any of the following remedies:

1. Civil suit for collection of any amount that may be owed to the PHA in the form of rent, utility charges, or for damage to its property;
2. Evict the Tenant and all members of the household;
3. Seek criminal prosecution, if appropriate;
4. Refer the Tenant to a collection agency for collection of any amount due and not paid;
5. Report any amount due by the Tenant to the PHA to a credit bureau;
6. Recommend administrative sanctions by HUD.

**XVIII. Modification of the Lease**

- (a) This Lease and all policies, rules, and charges which are a part of this lease by attachment or by reference may be modified from time to time by the PHA, provided the PHA gives at least a thirty (30) calendar day written notice to Tenants, setting forth the opportunity to present written comment which shall be taken into consideration by the PHA prior to the proposed modification becoming effective. A copy of such notice shall be either delivered or mailed to each Tenant or posted in at least three (3) conspicuous places within each structure or building, as well as the Management Office, or if none, the Central Office of the PHA.
- (b) This Lease together with any future adjustment of rent or dwelling unit evidences the entire agreement between the PHA and the Tenant. No changes herein shall be made except those in writing, and signed and dated by both parties, except for Section VII Terms and Conditions. However, nothing shall preclude the PHA from modifying this Lease to take into account revised provisions of law or government actions.

**XIX. Accommodation of Persons with Disabilities**

A person with disabilities shall for all purposes under this lease be provided reasonable accommodation to the extent necessary to provide such person with an opportunity to use and occupy the unit in a manner equal to that of a person who is not disabled. This paragraph shall constitute notice, as required by 24 CFR sec. 966.7(b), that the Tenant may at any time during the term or any renewal hereof request reasonable accommodation of a household member with a disability, including reasonable accommodation so that the Tenant can meet lease requirements or other requirements of tenancy.

**XX. Solicitation, Trespassing, and Exclusion of Non-Residents**

The PHA is committed to providing a decent, safe and sanitary environment throughout the PHA's property. The Tenant agrees to the PHA's reservation of the following rights to aid in providing such an environment:

- (a) The Tenant delegates to the PHA the right, to be exercised by its employees and authorized agents, to regulate solicitation and prohibit trespassing on PHA property by non-Tenants of the PHA, unless the express written permission of the PHA is properly obtained in advance and in accordance with any applicable policies and/or procedures of the PHA. The PHA shall exercise this right to the extent allowable by all applicable laws and/or regulations.
- (b) The PHA reserves the right, to be exercised by its employees and authorized agents, to exclude non-residents, including but not limited to, guests who: (1) conduct themselves in a manner to disturb the residents' peaceful enjoyment of their dwellings, community facilities, common areas or other locations within the PHA's property; (2) engage in illegal or other activity which would impair the physical and social environment of the PHA premises; (3) engage in any activity that threatens the health, safety, or peaceful enjoyment of the PHA premises by residents of the PHA, employees of the PHA, or other persons lawfully on the premises; and (4) threatens personal or PHA property.

**XXI. Limitation of Liability, Indemnification**

Unless caused by PHA, PHA is not responsible to Tenant, Tenant's guests, family, or occupants for any damages, personal injuries, or losses to person or property caused by fire, flood, water leaks, ice, snow, hail, winds, explosion, smoke, interruption of utilities, theft, burglary, robbery, assault, vandalism, other persons, condition of the Premises, environmental contaminants (for example, carbon monoxide, asbestos, radon,

lead-based paint, mold, fungus, etc.), or other occurrences or casualty losses. Tenant will promptly reimburse PHA for any loss, property damage, or cost of repairs or service to the Premises caused by Tenant, Tenant's guests, any occupants, or any pets.

Tenant agrees to indemnify, defend and hold PHA harmless from any injury (and any resulting or related claim, action, loss liability or reasonable expense, including attorney's fees and other fees and court and other costs) occurring in any portion of the premises will (A) survive the end of the term and (B) apply even if an injury is caused in whole or in part by the ordinary negligence or strict liability of the PHA, but will not apply to the extent an injury is caused by the gross negligence or willful misconduct of the PHA.

**XXII. Waiver**

No delay or failure by PHA in exercising any right under this lease agreement, and no partial or single exercise of any such right shall constitute a waiver of that or any other right, unless otherwise expressly provided herein.

**TENANT AGREES THAT ALL PROVISIONS OF THIS LEASE AGREEMENT HAVE BEEN READ AND ARE UNDERSTOOD AND FURTHER AGREES TO BE BOUND BY ITS PROVISIONS AND CONDITIONS AS WRITTEN. (SIGNATURE REQUIRED ON PART II OF THIS LEASE AGREEMENT.)**