

**PINAL COUNTY HOUSING AUTHORITY**

**Pinal County, Arizona**

**DWELLING LEASE  
PART I & PART II**

**Adopted by PHA Board of Commissioners**

**Resolution No.:** \_\_\_\_\_

**Date of Adoption:** \_\_\_\_\_

**Effective Date of Implementation:** \_\_\_\_\_

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## Part I: Public Housing Residential Lease Agreement

### Terms and Conditions

**This Lease Agreement** (called the Lease) is between Pinal County Housing Authority, (called PHA) and Tenant named in Part II of this Lease (called Tenant).

### Description of Parties and Dwelling Units

1. The PHA, leases to the Tenant, the property (called Dwelling Unit) described in Part II of the Lease, subject to the terms and conditions contained in this Lease.
- A. 2. Dwelling unit must be the sole private residence of the Tenant and the family members named on Part II of the Lease. Only those persons identified in Part II of this Lease may occupy the dwelling unit.
3. 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 dwelling unit of appropriate size is available. Permission to add live-in aides and foster children/adults shall not be unreasonably refused.

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.

4. Tenant shall report any deletions of the household members named on Part II of the Lease to the PHA in writing, within ten (10) calendar days of the occurrence. Tenant shall date and initial Part II of the Lease whenever a household member moves into or out of the dwelling unit.
- B.

### Lease and Amount of Rent

1. Unless otherwise modified or terminated in accordance with Sections O, P and Q, this Lease shall automatically renew for successive terms of one (1) year. 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 G herein. 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 Continued Occupancy Policy.
2. **Rent is due and payable in advance on the first day of each month and shall be considered delinquent after the fifth (5<sup>th</sup>) calendar day of the month.** Rent may include utilities as described in Part I, section F below and includes all maintenance services due to normal wear and tear. When PHA makes any change in the amount of Total Tenant Payment or Tenant Rent, PHA shall give written notice to Tenant. The PHA shall give written notice to the Tenant in accordance with State law. The notice shall state the new amount and the date from which the new amount is applicable. Rent redeterminations

are subject to the Grievance Procedures. The notice shall also state that Tenant may ask for an explanation of how the amount is computed by the PHA. If Tenant asks for an explanation, the PHA shall respond in a reasonable time.

### **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:

c.

1. Maintenance Costs: The cost for services or repairs to the dwelling unit, common areas or grounds beyond normal wear and tear caused by Tenant, household members or guests. Tenant shall be charged for the cost of such service in accordance with the Schedule of Maintenance Charges posted by the PHA or based on the actual cost to PHA for the labor and materials needed to complete the work. If work must be performed outside normal working hours, overtime rates will be charged.
2. Surcharge for Excess Usage: At developments where some or all utilities are provided by the PHA, a surcharge shall be assessed for excess consumption usage, including extra consumption due to operation of approved tenant-supplied appliances. This surcharge does not apply to Tenants who pay their utilities directly to a utility supplier.
3. Installation Charges: A charge will be assessed for installation of Tenant air conditioners or approved appliances.
4. Late Charges: A late charge will be assessed for payment of rent or other charges after the date specified in Part II of the Lease.
5. PHA shall provide written notice of the amount of any charge or surcharge in addition to Tenant Rent and when the charge or surcharge is due. Charges or surcharges, other than rent, are due fourteen (14) days after Tenant receives PHA's written notice of the charge or surcharge. Failure to pay surcharges on due date shall be considered a serious violation of the terms of the Lease and shall be grounds for termination of the Lease.
6. Retroactive Rent: The Tenant shall be required to pay retroactive rent resulting from, Tenant's underreporting or failure to report income, failure to provide adequate documentation, failure to report changes in a timely manner, or misrepresentation of income or family circumstances to the PHA.

The PHA shall determine the retroactive rent amount as far back as the PHA is able to document. Upon determination of the retroactive rent amount, the family shall be required to pay the retroactive amount in full or enter into a Repayment Agreement with the PHA.

The Repayment Agreement shall clearly state the total retroactive rent amount payable to the PHA in addition to the family's regular monthly rent. The repayment time period in which the retroactive rent balance will be paid shall be based on the monthly payments determined and the retroactive balance.

The PHA shall have full discretion in establishing the number of months in the Repayment Agreement for the family to pay the debt.

A minimum rent hardship exemption previously granted to a family owing retroactive rent will be automatically revoked and the family will be required to pay the retroactive rent in full or enter into a Repayment Agreement for any retroactive rent owed, including rent owed during the hardship exemption period.

Late and missed retroactive rent payments by the family shall constitute default of the Repayment Agreement. 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.

### **Payment Location**

- D.** All payments must be made by check or money order at the Management Office, or mailed to 970 N Eleven Mile Corner Road, Casa Grande, AZ 85194.

The PHA will not accept cash payment.

There will be a thirty-five dollar (\$35.00) charge on any returned check. Tenants who have submitted a returned check will be required to make all further payments by money order or cashier's check.

### **E. Security Deposit**

1. Tenant Responsibilities—Tenant agrees to pay a Security Deposit prior to occupancy. The dollar amount of the Security Deposit is located in Part II of this Lease.
2. 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 for:
  - a) Unpaid rent and other charges;
  - b) 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 and is awarded such;
  - c) Cost of non-routine cleaning or repair beyond normal wear and tear of the dwelling unit or its equipment;
  - d) Cost of rekeying locks if keys are not returned to the Management Office;
  - e) Prorated rent if required written notice of intent to vacate is not provided.

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 dwelling unit.

The return of a Security Deposit, less any amounts owed for unpaid charges and damages beyond normal wear and tear, shall occur within thirty (30) days after the Tenant has vacated the dwelling unit. **PHA agrees to return the Security Deposit, if any, to Tenant**

**in accordance with State law, when the Tenant vacates the dwelling unit, 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).** If any deductions are made, PHA will furnish Tenant with a written statement of any such deductions from the Security Deposit.

The Tenant does not forfeit the right to a refund of the Security Deposit or the right to receive a written statement of damages and charges for failing to provide a forwarding address to the PHA.

## **Appliances and Utilities**

- F.
1. PHA Supplied Appliances: If indicated by an (X) on Part II of this Lease, PHA will provide the 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.
  2. PHA Supplied Utilities: If indicated by an (X) on Part II of this Lease, PHA will supply the indicated utility. 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.
  3. 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. If Tenant's actual utility bill exceeds the allowance for utilities, Tenant shall be responsible for paying the actual bill to the utility supplier. If Tenant's actual utility bill is less than the Utility Allowance, Tenant shall receive the benefit of such savings.

Tenant agrees to maintain utility service in the dwelling unit at all times. Failure to maintain utility service for more than twenty-four (24) hours shall be considered a serious violation and shall be grounds for termination of the Lease.

PHA may change the Utility Allowance at any time during the term of the Lease and shall give Tenant thirty (30) days written notice of the revised Utility Allowances prior to the proposed effective date along with any resultant changes in Tenant Rent or Utility Reimbursement.

4. 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.
5. Illegal tampering with utility metering devices shall be considered a violation and grounds for termination of this Lease.

6. All utilities shall be in the name of the Head of the Household or other adult household member who has signed the Lease.
7. 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.

### **Terms and Conditions**

- G.**
1. 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. With the prior written consent of the PHA, members of the household may engage in legal profitmaking activities in the dwelling unit.

The PHA recognizes the Tenant's right to give reasonable accommodation to his/her guests and visitors. The tenant must notify the PHA management when a guest(s)/visitor(s) will be staying for more than fourteen (14) cumulative days. Exceptions for longer stays may be granted to the family for valid reasons which may include but not limited to: Tenant's son/daughter home on military leave; Tenant's son/daughter on college break during the holidays; care of a relative staying with the Tenant to recuperate from a medical procedure; children who are visiting in accordance with visitation privileges subject to a joint custody arrangement. Exceptions may be granted, upon Tenant's written request to the PHA, for an extension of this provision. The PHA will consider granting the exception only if the family can identify and provide documentation of the guest's or visitor's primary residence. If the PHA discovers that the guest or visitor represents the Tenant's address as his/her (guest's/visitor's) residence address for the purpose of receiving mail, benefits, or other purposes will be considered an unauthorized occupant of the dwelling unit and no future visitation will be approved for this guest/visitor. Guests/visitors who remain with the Tenant beyond the visitation extension granted by the PHA will be considered to be occupants and their presence constitutes a violation of the Lease by the Tenant.

Any person banned from PHA property, any State lifetime sex offender registrant, or any person engaging in any criminal and/or drug-related activity will not be permitted as an overnight guest or visitor.

2. Redetermination of Rent, Dwelling Size, and Eligibility: Tenant will choose between income-based or flat rent at each annual reexamination. The rent amount as fixed in Part II of this Lease Agreement is due each month until changed as described below:
  - a) Scheduled Reexaminations
    - (1) The PHA will reexamine family composition and compliance with Community Service and Self-Sufficiency Requirement (CSSR) annually of families paying flat rent. 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.



- (2) The PHA will conduct a reexamination of income, deductions, family composition and compliance with CSSR at least once every year of families who choose to pay income-based rent.
    - (3) All adult members of the household must accompany the head of household to the recertification interview.
  - b) 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 continued eligibility, annual income, adjusted income and rent. 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 by the PHA. 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. 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 Continued Occupancy Policy, which is available for review in the PHA office.
  - c) The Tenant agrees to pay maintenance and other charges, if any, in accordance with the approved Schedule of Repairs and Other Charges and to accept a "Notice of Rent Adjustment" when delivered by the PHA.
3. Rent will not change during the period between regular reexaminations, UNLESS during such period:
- a) Rent is based on false or incomplete information supplied by the Tenant. If it is found that Tenant has misrepresented the facts upon which the rent is based so that the rent Tenant is paying less than the rent that he/she should have been charged, the PHA will apply an increase in rent retroactive to the first of the month following the date the misrepresentation occurred;
  - b) It is found that an error was made at admission or reexamination by the PHA. (Tenant will not be charged retroactively for errors made by the PHA.);
  - c) It is impossible to verify the Tenant's income at the regular reexamination and a temporary rent was charged;
  - d) The household income or family composition has changed. The Tenant must report any and all changes in income or family composition within thirty (30) calendar days of such change, and rent will be adjusted in accordance with the current PHA Admissions and Continued Occupancy Policy and HUD regulations. Failure to report within this timeframe may result in a retroactive rent charge;

- e) Tenant can show a change in circumstances, such as loss of employment, increase in medical costs, child care costs, etc.;
  - f) Public Assistance to Tenant or household member commences or is terminated. Such change must be reported to the PHA within thirty (30) 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 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;
  - g) Tenant is paying a flat rent and Tenant income is reduced or allowable deductions increased, and Tenant requests a change to the income-based rent. Such changes shall occur no more than once between annual reexaminations;
  - h) HUD regulations or Federal statutes require a change in rent.
4. 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.
- a) 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.
  - b) In the case of rent increase, the increase will become effective in accordance with the ACOP and State law.
5. Zero Income or Temporary Rent: If a Tenant reports zero income or is placed on a temporary rent, the Tenant must report income and expenses to the PHA every ninety (90) calendar days until a regular income is established. Failure to report income and expenses to the PHA every ninety (90) calendar days as required shall be considered grounds for termination of this Lease.
6. Minimum Rent: The PHA has established a minimum rent of fifty dollars (\$50.00).
7. Minimum Rent Hardship Exemption: The minimum rent is subject to the following:
- a) A request for a minimum rent hardship exemption must be requested in writing before the rent becomes delinquent.
  - b) The PHA shall suspend the minimum rent the first of the following month because of a financial hardship which may include:
    - (1) Loss of eligibility for or awaiting an eligibility determination for a federal, state or local assistance program;
    - (2) The Tenant would be evicted because he/she is unable to pay the minimum rent;
    - (3) The income of the Tenant has decreased because of changed circumstances, including loss of employment;
    - (4) A death in the family has occurred which affects the Tenant's circumstances;

- (5) Other circumstances which shall be determined by the PHA on a case-by-case basis.
- c) Circumstances supporting the request for a minimum rent hardship exemption must be documented by the tenant and verified by the PHA before an exemption is granted.
- d) 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.
  - (1) Temporary Minimum Rent Hardship Exemption: During the suspension period, the Tenant's rent will be zero (\$0). When the hardship is determined to be temporary (90 days), the tenant will enter into a repayment agreement at the end of the suspension period for the difference between the income based rent and minimum rent.
  - (2) Long-Term Minimum Rent Hardship Exemption: If the hardship is determined to be long-term, the Tenant rent will be adjusted based on the income-based rent formula. The Tenant will not be required to repay the amount of the reduction.
- e) This section does not prohibit the PHA from taking eviction action for other Lease violations unrelated to financial hardship.

## 8. Transfers

- a) If the PHA determines that the size of the dwelling unit no longer meets the PHA occupancy standards based on family composition, PHA shall send Tenant written notice. Tenant further agrees to accept a new Lease for a different dwelling unit of the appropriate size and to move to the new dwelling unit at the Tenant's expense.
- b) PHA shall move a Tenant into another dwelling unit if it is determined necessary to rehabilitate or demolish Tenant's dwelling unit. Actual costs for such moves will be paid by PHA.
- c) If a Tenant requires special dwelling unit features because of a documented disability, PHA shall modify Tenant's existing dwelling unit or transfer Tenant to another dwelling unit with the features requested at PHA's expense.
- d) A Tenant without disabilities who is housed in a dwelling unit with special features for persons with disabilities, must transfer to a dwelling unit without such features should a Tenant with disabilities need the dwelling unit. Reasonable costs for such moves will be paid by PHA.
- e) 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 seven (7) calendar days to move

following delivery of a transfer notice. Refusal to move shall be grounds for termination of the Lease.

- f) 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.
- g) Emergency transfers under the PHA's VAWA Emergency Transfer Plan.
- h) PHA will consider Tenant requests for transfers in accordance with the transfer priorities established in the Admissions and Continued Occupancy Policies.

### **PHA Obligations**

PHA shall be obligated:

- H.
  1. To maintain the dwelling units, project, facilities, and common areas, not otherwise assigned to a Tenant for maintenance and upkeep, in a clean and safe condition.
  2. To comply with the requirements of applicable building codes, housing codes, and HUD regulations materially affecting health and safety.
  3. To comply with the provisions of VAWA with regard to specific protections afforded to an applicant family, tenant, and family members of tenant who is a victim of domestic violence, dating violence, sexual assault or stalking. Specific protections under VAWA include:
    - a) Tenants – Domestic Violence, Dating Violence, Sexual Assault or Stalking
 

An incident or incidents of actual or threatened domestic violence, dating violence, sexual assault or stalking will not be construed as a serious or repeated Lease violation by the victim or threatened victim of the domestic violence, dating violence, sexual assault or stalking; or as good cause to terminate the tenancy of, occupancy rights of, or assistance to the victim, if the tenant or immediate family member of the tenant is the victim.
    - b) Criminal Activity Related to Domestic Violence, Dating Violence, Sexual Assault or Stalking
 

Criminal activity directly related to domestic violence, dating violence, sexual assault or stalking, engaged in by a member of a tenants' household or any guest or other person under the tenant's control, shall not be cause for termination of tenancy of, occupancy rights of, or assistance to the victim.
    - c) Limitations of VAWA Protections
      - (1) Nothing in this section limits the authority of the PHA to evict a tenant or terminate assistance for a Lease violation unrelated to domestic violence, dating violence, sexual assault or stalking provided that the PHA does not subject such a tenant to a more demanding standard than other tenants in making the determination whether to evict, or to terminate assistance or occupancy rights;

- (2) Nothing in this section may be construed to limit the authority of the PHA to evict or terminate assistance to any tenant or lawful occupant if the PHA can demonstrate an actual and imminent threat to other tenants, employees of the PHA, or those providing service to the public housing assisted property if that tenant or lawful occupant is not terminated from assistance. In this context, words, gestures, actions, or other indicators will be considered an “actual imminent threat” if they meet the following standards.

ACTUAL AND IMMINENT THREAT: An actual and imminent threat consist of a physical danger that is real, would occur within an immediate time frame, and could result in death or serious bodily harm. In determining whether an individual would pose an actual and imminent threat, the factors to be considered include:

- a. The duration of the risk;
  - b. The nature and severity of the potential harm;
  - c. The likelihood that the potential harm will occur; and
  - d. The length of time before the potential harm would occur.
4. To make necessary repairs to the dwelling unit.
  5. 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.
  6. 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.
  7. 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.
  8. To inspect the dwelling unit with the Tenant 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 dwelling unit.
  9. To inspect the dwelling unit when the Tenant moves out and give the Tenant a written description and itemized statement of any charges for repairs beyond normal wear and tear.
  10. 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, religion, sex, national origin, familial status or disability.
  11. To post or make available in the Management Office copies of all rules, regulations, schedules of charges, grievance procedure and other documents and policies which are

part of this agreement (by attachment or by reference). Copies may be obtained by the Tenant at his/her expense.

12. To provide the Tenant and the subject of the record 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.
13. For all aspects of the Lease and Grievance Procedures, to provide persons with disabilities reasonable accommodations to the extent necessary to provide such persons with an opportunity to use and participate in those procedures.

### **Tenant Obligations**

Tenant shall be obligated:

- I. 1. To use the dwelling unit as the only residence for all members of the Tenant's family listed in Part II of this Lease and not to use or permit the use of the dwelling unit for any other purpose. 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 dwelling unit. Tenant may also obtain permission from the PHA to engage in a legal profit-making activity from his/her residence.
2. Not to assign the Lease, nor sublease the dwelling unit.
3. Not to give accommodation to boarders or lodgers.
4. Not to give accommodation to long-term guests (in excess of time specified in Section G) without the advance written consent of PHA.
5. To refrain from the absence of any family member listed in Part II of the Dwelling Lease from the dwelling unit for more than thirty (30) calendar days without previously informing the PHA.
6. To abide by 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.
7. To comply with the requirements of applicable State and local building or housing codes, materially affecting health and/or safety of Tenant and household.
8. To keep the dwelling unit and other such areas and appliances as assigned to Tenant for exclusive use in a clean and safe condition. 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. Exceptions to this requirement may be made for Tenants who have no household members to perform such tasks because of age or disability.

Tenants who repeatedly fail to maintain housekeeping standards established by the PHA (as documented by maintenance inspections, pest control inspections, and other housekeeping inspections) will be required to participate in housekeeping classes. Repeated failure of housekeeping inspections shall be grounds for termination of the Lease.

9. 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.
10. 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.
11. To maintain utility service in the dwelling unit at all times. Failure to maintain utility service for more than twenty-four (24) hours shall be considered a serious violation and shall be grounds for termination of the Lease.
12. To use only in a reasonable manner all electrical, sanitary, heating, ventilating, air-conditioning, and other facilities and appurtenances including elevators.
13. To pay charges for excess utilities, if applicable for this dwelling unit, and other charges fourteen (14) calendar days after the PHA provides written notice of the charges.
14. 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.
15. 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.
16. To refrain from removing batteries or damaging/removing the smoke detectors and/or carbon monoxide detectors.
17. To pay reactivation fees in accordance with the Schedule of Repairs and Other Charges for removal or disengagement of smoke detector or carbon monoxide detectors.
18. To act, and cause household members or guests to act in a manner that will not disturb other resident's peaceful enjoyment of their accommodations and will be conducive to maintaining all PHA projects in a decent, safe, and sanitary condition.
19. To refrain from allowing into their dwelling unit individuals that are known or should have been known by the tenant or any other member of the household that are banned from PHA property.

20. To assure that no tenant, member of the tenant's household, or guest engages or any other person under the tenant's control shall not engage in:
- a) Criminal Activity
    - (1) Any activity or criminal activity that threatens the health, safety or right to peaceful enjoyment of the premises by other tenants;
    - (2) Any drug-related criminal activity on or off the premises shall be cause for termination of tenancy and for eviction from the dwelling 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, including methamphetamines and the supplies/equipment used to manufacture them, as defined in Section 102 of the Controlled Substances Act.); or
  - b) Civil Activity
    - (1) Any smoking of prohibited tobacco products in restricted areas, or in other outdoor areas that the PHA has designated as smoke-free.
21. Not to commit any crime of physical violence to persons or property.
22. To comply with the PHA policy implementing the Violence Against Women Reauthorization Act of 2013 (VAWA) as it pertains to any household member who is claiming to be the victim of domestic violence, dating violence, sexual assault or stalking.
23. 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.
24. Not to consume any alcoholic beverage or use glass containers on or in community areas.
25. 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 other residents, PHA staff, and contractors. Abusive or threatening behavior includes verbal as well as physical abuse or violence. Use of expletives that are generally considered insulting, racial epithets, or other language (written or oral) that is customarily used to insult or intimidate.
26. To abide by local and State ordinances or laws with respect to possession and/or use of a firearm or other deadly 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:

- a) To intentionally, knowingly, or recklessly carry on or about his/her person an illegal weapon as defined by local or state law;
- b) To display a deadly weapon in connection with a verbal or non-verbal threat of bodily harm;



- c) To inflict any injury upon another person through the reckless, careless, or negligent use of a deadly weapon;
- d) To damage any property through the intentional, reckless, careless, or negligent use of a deadly weapon.

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 State Penal Code

- 27. To take reasonable precautions to prevent fires and to refrain from storing volatile or flammable materials within 3 feet from a source of ignition.
- 28. To make NO alterations or repairs to 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.
- 29. To install window air conditioning (A/C) units in accordance with the PHA's installation criteria and only after receipt of written approval of the installation by the PHA.
- 30. The PHA will not unreasonably restrict the installation of antennas, including direct-to-home satellite dishes, by the Tenants if:
  - a) The unit has a Tenant use only area such as a balcony, patio or designated yard area for which they are solely responsible (mowing, watering, etc.).
  - b) The installation will not block or restrict access or egress to or from the unit or otherwise violate health and safety codes.
  - c) The installation does not result in damage to the unit (i.e., holes in walls or ceiling).
  - d) The installation of an interior antenna does not damage the unit beyond normal wear and tear.
  - e) The Tenant submits a request in writing asking to install an outside antenna. Inside antennas do not require approval in writing.
  - f) The Tenant agrees to restore any interior and exterior changes to original condition before vacating the unit. Otherwise, charges for repairs will apply.
  - g) The PHA will not assess any fees designed to unreasonably restrict the Tenant's right to install antennas as long as the Tenant is in compliance with the limitations of this rule.
- 31. To maintain window covering in good repair and that do not detract from the appearance of the building. Cardboard, paper, bed linens, aluminum foil may not be used as window coverings.
- 32. To refrain from placing signs of any type on the premises except those allowed under applicable local ordinances and then only after having received written permission of PHA. All signs must be removed within 24 hours of its designated purpose.

33. To avoid blocking or obstructing any window in the dwelling unit that may be required for emergency egress.
34. Pet Policy: To abide by the PHA's Pet Policy. Tenant will not keep pets such as dogs, cats, birds, reptiles, 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. Tenants who are persons with disabilities and have an assistance animal shall abide by the PHA's Assistance Animal Policy.
35. Vehicle and Parking Rules: To park only in areas designated for parking. Tenant agrees to remove from PHA property any inoperable vehicle or vehicle without valid registration and to refrain from parking any vehicles in any right-of-way or designated fire lane. Any inoperable or unauthorized vehicle shall be removed from PHA property at Tenant's expense. Tenant also agrees not to wash automobiles or make automobile repairs on PHA property.
36. To provide the PHA with thirty (30) calendar days advance notice of intent to vacate and terminate the Lease. 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 unit shall not be considered "vacated" for rental charge purposes until such time as the keys are returned and the PHA accepts the dwelling unit. Tenant may terminate the Lease with less than thirty (30) calendar days advance notice due to documented situations of domestic violence, dating violence, sexual assault, or stalking or due to military deployment of more than 90 days or permanent transfer.
37. To remove all personal property when Tenant vacates, abandons or surrenders the dwelling unit.
38. To leave the dwelling unit in a clean and good condition upon vacating, reasonable wear and tear accepted.
39. 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.
40. To keep his/her dwelling unit in such condition as to ensure proper health and sanitation standards. **Tenant shall notify the PHA promptly of 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.
41. To abide by the local City curfew ordinances. Two violations of this rule shall be grounds for termination of the Lease.
42. Not to engage in profit-making activities in the dwelling unit without prior written approval by the PHA.
43. To assist in the eradication of insects and vermin (roaches, ants, mice, bed bugs, etc.). With proper notice given by the PHA, permit exterminators to enter the dwelling unit to treat for insects and vermin.

44. To allow inspection or entry of the dwelling unit upon receipt of forty-eight (48) hour written notice by the PHA.
45. Not to receive assistance for occupancy of any other dwelling unit assisted under any Federal housing assistance program during the term of the Lease.
46. Not to commit any fraud in connection with this housing assistance program.
47. To comply with the Community Service and Self-Sufficiency Requirement as described in the PHA's Community Service and Self-Sufficiency Policy. Tenant and other family members eighteen (18) years of age or older agree that any non-exempt adult family member must contribute either eight (8) hours of community service per month or participate in an economic self-sufficiency program for eight (8) hours per month, or perform a combination of eight (8) hours of community service and participation in an economic self-sufficiency program per month. The required community service contribution or self-sufficiency participation, or combination of both activities, may be completed at 8 hours each month or aggregated throughout the year, as long as 96 hours is completed by each annual reexamination. **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.
48. To abide by all PHA, state and local smoking or smoke-free requirements.
49. To explain these rules to all household members and guests and to be responsible for preventing their violation of any of these Tenant Obligations.

**J. 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:

1. PHA Responsibilities:
  - a) PHA shall be responsible for repair of the dwelling unit within a reasonable period of time after receiving notice from Tenant. If the damage was caused by the Tenant, household members or guests, the reasonable costs for repairs shall be charged to the Tenant. Tenant cause of the damage shall be grounds for termination of the Lease.
  - b) PHA shall offer Tenant a replacement dwelling unit, if available, if necessary, repairs cannot be made within a reasonable time.
  - c) In the event the PHA, cannot make repairs and alternative accommodations are unavailable, the 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.
  - d) If PHA determines that the dwelling unit is uninhabitable 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.

2. Tenant Responsibilities:

- a) 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.
- b) Tenant agrees to pay full rent, less the abated portion agreed upon by PHA, during the time in which the defect remains uncorrected.
- c) Tenant shall accept any replacement dwelling unit offered by PHA.

### Inspections

1. 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 dwelling unit. The statement shall be signed by PHA and Tenant and a copy of the statement retained in Tenant's file. PHA will correct any deficiencies noted on the inspection report, at no charge to the Tenant.
2. Move-out inspection: PHA will inspect the dwelling 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.
3. Annual inspections by PHA or HUD contractual inspections.
4. Housekeeping Inspections.
5. Preventative Maintenance Inspections.

### Maintenance, Repair, and Services

1. Tenant will pay charges for maintenance and repair beyond normal wear and tear, as reflected in the current "Schedule of Repairs and Tenant Charges" posted in the Management Office.
2. "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, inappropriate use, 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.
3. 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.

**Abandonment and Abandoned Property**

- M.
1. Management shall take possession of the apartment after the Tenant has moved out. If the Tenant and all other persons are absent from the dwelling unit for thirty (30) consecutive days during the Lease term or any renewal or extension period while the rent is delinquent, the PHA may deem the dwelling unit abandoned if inspection shows that all or most of the Tenant's property has been removed.
  2. 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 five (5) days, 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.
  3. Any possessions left in the dwelling unit will be removed, stored and disposed of by the PHA in accordance with State law. Tenant may reclaim their possessions at any time prior to disposition.

**Notices**

- N.
1. The PHA shall notify the Tenant of the specific grounds for any proposed adverse action by the PHA.
  2. 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:
    - a) Any criminal activity that threatens the health, safety or right to peaceful enjoyment of the premises of other residents or employees of the PHA;
    - b) Any violent or drug-related criminal activity on or off such premises; or
    - c) Any criminal activity that resulted in felony conviction of a household member.
  3. The PHA has established an expedited grievance procedure for any grievance concerning a termination of tenancy or eviction that involves:
    - a) Any criminal activity that threaten the health, safety, or right to peaceful enjoyment of the PHA's premises by other residents or employees of the PHA; or
    - b) Any drug-related or violent criminal activity on or off such premises.

Note: In the case of a grievance under the expedited grievance procedure, Informal Settlement of Grievance is not applicable.
  3. 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.
  4. 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.

**Notice Procedures**

1. 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.
- o. 2. 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.
3. Unopened, cancelled, first-class mail returned by the Post Office shall be sufficient evidence that notice was given.
4. If Tenant is visually impaired, all notices will be in accessible format.

**Termination of the Lease**

1. This lease may be terminated for the following reasons:
  - P. a) For serious or repeated violations of material terms of the Lease, or for other good cause. 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>) day of the month. Three (3) such late payments within a twelve (12) month period shall constitute a repeated late payment.
    - (3) Failure to fulfill household obligations as described in Tenant Obligations of this lease.
  - b) Other Good Causes
    - (1) Criminal activity or alcohol abuse;
    - (2) Discovery after admission of facts that made the tenant or any household member ineligible;
    - (3) Discovery of material false statements or fraud by the tenant in connection with the application for assistance or reexamination of income and household members;
    - (4) Failure of a family member to comply with the Community Service and Self-Sufficiency Requirement; and
    - (5) Failure to accept the PHA's offer of a lease revision to an existing lease when the revised lease has been properly adopted by the PHA and a written notice of the offer of the revisions was given at least 60 calendar days before the lease revision is scheduled to take effect, and with the offer specifying a reasonable time limit within that period for acceptance by the family.

## c) Being over the Income Limits

- (1) After a family's income has exceeded one hundred twenty percent (120%) of the area median income, or a different limitation established by the Secretary, for two (2) consecutive years, the PHA will terminate the family's assistance within six (6) months of the second income determination or charge the family a monthly rent equal to the greater of:
  - a. The applicable Fair Market Rent; or
  - b. The amount of monthly subsidy for the unit, including amounts from the operating and capital fund.
- (2) The PHA must notify the family of the potential changes to the monthly rent after one (1) year of the family's income exceeding the over-income limit.
- (3) If the PHA becomes aware, through an annual or interim reexamination of an increase in income, that a family has reached the over-income limit, the effective date of the action will be the point in time for which the two-year clock will start.
- (4) If the PHA conducts an interim reexamination which demonstrates that the family's income has dropped below the over-income limit, the family is no longer considered over-income. If the PHA becomes aware, through a subsequent annual or interim reexamination that the family's income has increased to an amount that exceeds the over-income limit, the family would begin a new two-year clock.
- (5) Because there is a two-year process to declare an over-income family ineligible for public housing assistance, large increases to the over-income limit for higher rental markets may result in families who are over-income in one year and not being considered over-income in the second year as the over-income limit is adjusted upward in subsequent years.
- (6) If the PHA owns or operates fewer than two hundred fifty (250) public housing units, the PHA may admit families whose annual income exceed eighty percent (80%) of median income at the time of initial occupancy if:
  - a. There are no other eligible low-income applicants on the waiting list;
  - b. There are no eligible low-income families applying for public housing assistance when the unit is leased to an over-income family;
  - c. The PHA advertises the availability of public housing units to eligible low-income families, including publication of a notice for thirty (30) days in at least one newspaper of general circulation before offering the unit to an over-income family;
  - d. The over-income family rents the unit on a month-to-month basis at a rental amount which is not less than the cost to operate the unit;
  - e. The lease to the over-income family provides that the over-income family agrees to vacate the unit when it is needed by an eligible family; and

- f. The PHA gives the over-income family at least thirty (30) days' notice to vacate the unit when it is needed for rental by an eligible family.

Families admitted under these circumstances are not subject to the over-income limit.

- (7) The PHA must submit to HUD and make publicly available an annual report containing:
  - a. The number of families residing in the PHA's public housing units with income exceeding the over-income limit; and
  - b. The number of families on the PHA's waiting list for admission to public housing.
- (8) The PHA may continue to house families with incomes above the local low-income limit but below the over-income limit.

2. PHA shall give written notice of the proposed termination of the Lease of:

- a) Fourteen (14) days in the case of failure to pay rent.
- b) 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.
- c) Thirty (30) calendar days in any other case.

3. The notice of termination:

- a) 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.
- b) 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.
- c) 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.
- d) 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.
- e) 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.

- f) PHA may only evict Tenant from dwelling unit by bringing a court action or by bringing an administrative action where allowed by State law.
4. Tenant may terminate this Lease at any time by giving thirty (30) calendar days written notice properly addressed and delivered to the PHA.
  5. 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 dwelling unit so the post office will no longer deliver mail for such persons at that address.
  6. PHA shall seek judgement for tenant to 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.
  7. This Lease Agreement shall terminate upon abandonment of the premises by the Tenant.
  8. 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:
    - a) Civil suit for collection of any amount that may be owed to the PHA in the form of rent, utility surcharges, or for damage to its property;
    - b) Evict the Tenant and all members of the household;
    - c) Seek criminal prosecution, if appropriate;
    - d) Refer the Tenant to a collection agency for collection of any amount due and not paid;
    - e) Report any amount due by the Tenant to the PHA to a credit bureau;
    - f) Report to HUD any debt owed or any eviction; and
    - g) Recommend administrative sanctions by HUD.
- q.

### **Bifurcation of Lease**

Under the authority provided in Section 6(l)(6)(B) of the United States Housing Act of 1937, as amended (42 U.S.C. §1437d(1)(6)(B)), and notwithstanding any Federal, State, or local law to the contrary, PHA may bifurcate or separate this Lease in order to evict, remove, or terminate the assistance to any individual who is a Tenant or a lawful occupant under this Lease and who engages in criminal acts of physical violence against family members or others, including domestic violence, dating violence, sexual assault, or stalking. The PHA may take such action without evicting, removing, terminating assistance to, or otherwise penalizing a victim of such violence who is the Tenant or a lawful occupant under this Lease.

Remaining family members who are not citizens or do not have eligible immigration status will be given thirty (30) days to establish their eligibility to remain in the dwelling unit.

### **Modification of the Lease**

- R.
1. 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.
  2. This Lease together with any attachments, 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 G, Terms and Conditions. However, nothing shall preclude the PHA from modifying this Lease to take into account revised provisions of law or government actions.

### **Accommodation of Persons with Disabilities**

- S.
- 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 dwelling unit in a manner equal to that of a person who is not disabled. This paragraph shall constitute notice, that the Tenant may at any time during the Lease term or any renewal hereof request a reasonable accommodation for a household member with a disability. Tenant shall be required to provide verification that the accommodation requested is necessary due to the disability.
- T.

### **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 PHA reserves the right:

1. To regulate solicitation and prohibit trespassing on PHA property by non-Tenants of the PHA.
2. To exclude non-residents, including but not limited to, persons who: (1) conduct themselves in a manner disturbing residents' peaceful enjoyment of their dwellings, community facilities, common areas or other locations within the PHA's property; (2) engaging in illegal or other activity impairing the physical and social environment of the PHA premises; (3) engage in any activity threatening 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; or (4) damage or threaten to damage the property of residents, of the PHA, or of PHA staff.

**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.

- U. 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.)**

## Part II: Residential Lease Agreement

**This Agreement** is executed between the Pinal County Housing Authority (called PHA) and \_\_\_\_\_ (called Tenant), and becomes effective as of \_\_\_\_\_.

**1. Dwelling Unit:** 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: \_\_\_\_\_ to be occupied exclusively as the private residence by Tenant and household.

**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 recorded below as they are approved.

Name	Relationship	Date of Birth	Social Security Number	Add or Delete	HoH Signature	PHA Signature	Date of Change
1.	HoH						
2.							
3.							
4.							
5.							
6.							
7.							
8.							

PHA approved live-in aides are not listed on this lease as they are not party to the lease.

**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 \$\_\_\_\_\_.

A Utility Reimbursement, if applicable, (prorated for partial month) shall be paid to the tenant or the utility provider.

Thereafter, rent in the amount of \$\_\_\_\_\_ per month shall be payable in advance on the 1<sup>st</sup> day of each month, and shall be delinquent after the 5<sup>th</sup> day of said month.

This is the flat rent for the Dwelling Unit

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

**5. Payments:** A charge of twenty-five dollars (\$25.00) shall be due and payable for all rent payments not received within the first five (5) days of the month, unless the resident has been issued a written authorization for such late payment by the PHA. Repeated late payment of rent shall be considered grounds for termination of this Lease.

**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  Sewer

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 \$\_\_\_\_\_. If Tenant's income based rent is less than the utility allowance, the amount of the utility reimbursement which is \$ \_\_\_\_\_, will be paid to \_\_\_\_\_.

**8. Surcharges for Additional Appliances:** When PHA supplies electricity, charges for additional appliances are due per the following:

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

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

Freezer

Extra Refrigerator

Second TV

Electric Space Heater

Washer

Dryer

Other: \_\_\_\_\_

**9. Security Deposit:** Tenant agrees to pay \$\_\_\_\_\_ as a security 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 (if applicable).

**11. Violence Against Women Act (VAWA):** The PHA will provide the Tenant the Notice of Occupancy Rights and certification form under the Violence Against Women Act.

**12. Incorporated by Reference as Part of this Lease:** The following policies, procedures and rules are incorporated by reference in this Lease: Pet Policy, Assistance Animal Policy, Community Service and Self-Sufficient Requirement Policy, Housekeeping Standards Policy, Grievance Procedures, Admissions and Continued Occupancy Policy, Schedule of Repairs and Other Charges, House Rules 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.

**13. 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.

**14. 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 benefits for which they are not eligible. 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 over payments, including administrative actions, or civil or criminal court actions, or judgment, as it deems appropriate.

**15. 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 Arizona.

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.

Head of Household \_\_\_\_\_ Date \_\_\_\_\_  
 Spouse or Co-Head \_\_\_\_\_ Date \_\_\_\_\_  
 Other Adult Household Member \_\_\_\_\_ Date \_\_\_\_\_  
 Other Adult Household Member \_\_\_\_\_ Date \_\_\_\_\_  
 Other Adult Household Member \_\_\_\_\_ Date \_\_\_\_\_  
 Other Adult Household Member \_\_\_\_\_ Date \_\_\_\_\_  
 PHA Manager \_\_\_\_\_ 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.

\_\_\_\_\_  
 Head of Household 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
- [ ] Applicant/Tenant Certification
- [ ] Schedule of Repairs and Other Charges (which may be updated by posting)
- [ ] Lead Hazard Information Pamphlet
- [ ] Lead Disclosure Addendum, if applicable
- [ ] Notice of Occupancy Rights under the Violence Against Women Act and Certification Form
- [ ] Community Service and Self-Sufficiency Requirement Policy
- [ ] Grievance Procedures

- House Rules
- Housekeeping Policy
- Pet Policy
- Assistance Animal Policy
- Family Choice of Rent Form
- Security Deposit Payment Agreement (if applicable)
- Smoke Free Policy
- 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.**

- Admissions and Continued Occupancy Policy
- Utility Allowance Schedule
- Flat Rent Schedule
- Other: \_\_\_\_\_

### Part III. Disclosure Form for Target Housing Rentals and Leases

#### Disclosure of Information on Lead-Based Paint and/or Lead-Based Paint Hazards

##### Lead Warning Statement

Housing built before 1978 may contain lead-based paint. Lead from paint, paint chips, and dust can pose health hazards if not 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.

##### Lessor's Disclosure (initial)

\_\_\_\_\_ (a) Presence of lead-based paint or lead-based paint hazards (check one below):

B.

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

\_\_\_\_\_  
\_\_\_\_\_

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

\_\_\_\_\_ (b) Records and reports available to the lessor (check one below):

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

\_\_\_\_\_  
\_\_\_\_\_

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

C.

##### Lessee's Acknowledgment (initial)

\_\_\_\_\_ (c) Lessee has received copies of all information listed above.

D.

\_\_\_\_\_ (d) Lessee has received the pamphlet *Protect Your Family From Lead in Your Home*.

##### Agent's Acknowledgment (initial)

E.

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

##### Certification of Accuracy

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

_____	_____	_____	_____
Lessor	Date	Lessor	Date
_____	_____	_____	_____
Lessee	Date	Lessee	Date
_____	_____	_____	_____
Agent	Date	Agent	Date

## **NOTICE**

The Nelrod Company has made its best efforts to comply with regulations, laws, and Federal/local policies. The Nelrod Company does not offer advice on legal matters or render legal opinions. We recommend that the Housing Authority's general counsel and/or attorney review this policy prior to approval by the Board of Commissioners.

The Nelrod Company is not responsible for any changes made to these policies by any party other than The Nelrod Company.