Public Housing Dwelling Lease Part 1 &II







Housing Authority of the City of Frostburg

August 2026

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Housing Authority of the City of Frostburg

Frostburg, Maryland

PUBLIC HOUSING 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 Housing Authority of the City of Frostburg, (hereinafter referred to as PHA) and tenant named in Part II of this lease (called tenant).

A. Description of Parties of the Dwelling Unit

1. Composition of the Household

   Only those persons approved by the PHA and identified as members of the tenant's household in Part II of this lease and, if applicable, the attached lease addendum, may occupy the dwelling unit (hereinafter referred to as unit).

   a. Tenant: The name of the head of household and spouse or co-head, if applicable, will be referred to as the tenant in the unit.

      The terms tenant, resident, and family may be used interchangeably in this lease.

   b. Family Members: Includes all PHA-approved members of the tenant's household, except live-in aides and foster children/adults, who lives in the unit, whose names have been added to the lease, and whose numbers and characteristics are used to calculate the tenant rent.

   c. Household Members: Includes all PHA-approved members of the tenant's household, including live-in aides and foster children/adults, who are authorized to live in the unit and whose numbers are used to determine unit size. PHA-approved live-in aides and foster children/adults who are authorized to live in the unit shall be listed in an executed lease addendum.

   d. The tenant must promptly, within five (5) business days of occurrence, inform the PHA of the birth, adoption, or court-awarded custody of a child.

   e. The tenant must request advanced PHA approval to add any other member as an occupant of the unit.

      1) The tenant agrees to wait for PHA approval before allowing additional person(s) to move into unit.

      2) Such approval will be granted only if the requested person(s) pass the PHA screening criteria and a unit of appropriate size is available.

      3) Permission to add live-in aides and foster children/adults shall not be unreasonably refused.

      4) 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.

   f. Deletions of Family Members

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The tenant must report any deletions of the family members named on Part II of the lease to the PHA in writing within five (5) business days of the occurrence. The tenant shall date and initial Part II of the lease whenever the composition of the family changes (i.e., a family member moves into or out of the unit).

g. Deletion of Household Members

The tenant must report any deletions of household members named on the lease addendum to the PHA in writing within five business days of the occurrence. The tenant shall date and initial the lease addendum whenever the composition of household members listed on the addendum changes (i.e., a foster child moves into or out of the unit).

2. The Unit

The PHA leases the unit to the tenant subject to the terms and conditions contained in the lease.

a. The unit is the unit the PHA leases to the tenant and is occupied by the tenant and PHA-approved members of the household.

b. The unit must be the sole private residence of the tenant and PHA-approved members of the household.

B. Lease Term and Renewal

The lease must be executed by the tenant and the PHA, except for automatic renewals of the lease.

1. The initial lease term for the unit must be for a 12-month term.
2. Except as provided below, the lease shall automatically renew for successive terms of 12 months, unless otherwise modified or terminated.

   The PHA will not renew the lease if the family has violated the resident community service and self-sufficiency requirement.
3. The lease may be modified at any time by written agreement of the tenant and the PHA.

C. Tenant Rent

Tenant rent is the amount of rent payable by the family to the PHA. The amount of the tenant rent is stated in Part II of the lease.

1. The amount of tenant rent will be determined in compliance with HUD regulations and requirements and in accordance with the PHA's ACOP.
2. The lease will specify the amount of tenant rent due, both for a full month and the pro-rated amount for the initial partial month (if applicable).
3. The tenant rent shall remain in effect unless adjusted by the PHA in accordance with HUD regulations and PHA policies in the ACOP.

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4. The amount of the tenant rent is subject to change in accordance with HUD regulations and PHA policies in the ACOP.
5. Tenant rent is due and payable in advance on the 1st day of each month and shall be considered delinquent after the 6th day of the month. If the 6th day of the month falls on a Saturday, Sunday, or PHA recognized holiday, the tenant rent will be delinquent (late) as of the close of business on the next full business day.
    a. Tenant rent may include utilities as described in Part II, Paragraph 6 of the lease and includes all maintenance services due to normal wear and tear.
    b. When PHA makes any change in the amount of tenant rent, PHA shall give written notice to the tenant.
        1) The written notice will be given to the tenant in accordance with federal and state law.
        2) The notice will state the new amount of the tenant rent and the date the new tenant rent amount will be effective.
        3) The notice will state that the tenant may ask for an explanation of how the tenant rent amount is computed by the PHA. If the tenant asks for an explanation, the PHA will respond in a reasonable time.
    c. Tenant rent redeterminations are subject to the PHA grievance procedures.

D. Other Charges

In addition to tenant rent, the 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. Other charges can include:

1. Maintenance Costs:
    a. The cost for services or repairs to the unit, common areas or grounds beyond normal wear and tear caused by the tenant, members of the household or guests/visitors.
    b. The tenant shall be charged for the cost of such services or repairs 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.
    c. If work must be performed outside normal working hours, overtime rates will be charged.
2. Surcharge for Excess Utility Usage:
    a. At developments where some or all utilities are provided by the PHA and units are individually check metered, a surcharge shall be assessed for utility consumption in excess of the established utility allowance.
    b. At developments where some or all utilities are provided by the PHA and units are not individually check metered, a surcharge shall be charged for excess utility consumption

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attributable to resident-owned major appliances or to optional functions of PHA-furnished equipment as specified in Part II of this lease.

c. 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 PHA installation of tenant-owned air conditioners or approved appliances as stated on the Schedule of Repairs and Other Charges.

OR

A charge will not be assessed for PHA installation of tenant-owned air conditioners or approved appliances.

4. Late Charges:

A late charge will be assessed for payment of other charges after the date specified in Part II of this lease.

5. Notification of Other Charges

a. 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.

b. Charges or surcharges, other than tenant rent, are due and collectible two weeks (14 days) after the PHA gives written notice of the charge(s).

Such notice constitutes a notice of adverse action and is subject to the PHA Grievance Procedures.

c. Failure to pay surcharges on the 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 the 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.

a. 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.

b. 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.

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c. 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.

d. Late and missed retroactive rent payments by the family shall constitute default on the Repayment Agreement. In such cases, the PHA shall have the right to terminate this lease and obtain possession of the unit pursuant to available legal remedies.

e. Refusal to enter into a Repayment Agreement will result in the termination of this lease and the PHA will seek possession of the unit pursuant to available legal remedies.

E. Payment Location and Forms of Payments

All payments must be made at 101 Meshach Frost Village, Frostburg, MD 21532**.**

1. The PHA will accept the following forms of payment for the tenant rent and other charges:
   a. Money order
   b. Personal check
   c. Cashier check
   d. Online payments via Resident Portal
2. There will be a $35.00 charge on any returned check. Tenants who have submitted a returned check will be required to make all future payments by money order or cashier's check.

F. Security Deposit

1. Tenant Responsibilities: The 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 the tenant vacates the 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. If ordered by a judge, the payment of court costs, expenses, and attorney fees incurred in enforcing this lease or in recovering possession of the unit.
   c. Cost of non-routine cleaning or repair beyond normal wear and tear of the 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.
3. The Security Deposit may not be used to pay tenant rent or other charges while the tenant occupies the unit.

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4. Security Deposit Refund
    a. No refund of the security deposit will be made until the tenant has vacated the unit and the PHA has inspected the unit.
    b. The return of a security deposit, less any amounts owed for unpaid allowable charges, costs, and fees, shall occur within 30 days after the tenant has vacated the unit.
    c. PHA agrees to return the security deposit, if any remaining balance, to the tenant in accordance with state law, when the tenant vacates the unit, less any deductions for any costs indicated above, so long as the tenant furnishes PHA with a forwarding address and 30 day day written notice of intent to vacate. Written notice is not applicable due to death of sole household member during tenancy or in verified cases of domestic violence, dating violence, sexual assault, or stalking, collectively VAWA (Violence Against Women Act) violence/abuse.
    d. It is the responsibility of the tenant to provide the PHA with a forwarding address.
    e. If any deductions are made to the security deposit, the PHA will furnish the tenant with a written statement of any such deductions from the security deposit.
    f. 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.

G. Appliances and Utilities

1. PHA Supplied Appliances:
    a. If indicated by an (X) on Part II of this lease, the PHA will provide the specified appliance.
    b. Other major electrical appliances, air conditioners, freezers, extra refrigerators, washers, dryers, etc., may be installed and operated only with prior written approval of PHA and may be subject to a surcharge for excess utilities as indicated in Part II of this lease.
2. PHA Supplied Utilities:
    a. If indicated by an (X) on Part II of this lease, the PHA will supply the indicated utility.
    b. 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.
    c. The tenant agrees not to waste utilities provided by the PHA and to comply with any applicable laws, regulations, or guidelines of any governmental entity regulating utilities or fuels or restrictions of specific appliances.
    d. Utility Allowance
        1) If the tenant is paying income-based tenant rent and resides in a development where the PHA supplies the utilities and the units are check metered, a utility

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allowance shall be established, appropriate for the size and type of unit, for the PHA-furnished utilities.

2) Allowances may be established on a quarterly or monthly basis. Regardless of the period used to establish the utility allowance, the tenant will be surcharged monthly, if applicable.

3) The utility allowance established for PHA-supplied utilities that are check metered is not subtracted from Total Tenant Payment (TTP) when determining tenant rent.

4) PHA may change the utility allowance at any time during the term of the lease and will give the tenant not less than 60 days' written notice of the revised utility allowances, which will include a written comment period of no less than 30 days, prior to the proposed effective date.

3. Tenant-Paid Utilities:

a. All utilities shall be in the name of the head of household or other adult family member who has signed the lease.

b. Utility Allowance

1) If the tenant is paying income-based tenant rent and resides in a development where the PHA does not supply the utilities, a utility allowance will be established, appropriate for the size and type of unit, for utilities the tenant pays directly to the utility supplier.

2) The TTP less the allowance for utilities equals the tenant rent.

3) If the tenant's actual utility bill exceeds the utility allowance for utilities, the tenant will be responsible for paying the actual bill to the utility supplier.

4) If the tenant's actual utility bill is less than the utility allowance, the tenant will receive the benefit of such savings.

5) If the utility allowance for utilities exceeds TTP, the PHA will pay a utility reimbursement directly to to the utility supplier. The PHA will notify the tenant of the amount of utility reimbursement paid to the utility supplier on behalf of the family.

6) If the utility reimbursement is equal to or less than $45 per month, the PHA will make quarterly payments retroactively to the utility supplier rather than make monthly payments.

7) PHA may change the utility allowance at any time during the term of the lease.

8) The PHA will give the tenant 60 days written notice of any resultant changes utility allowance.

c. The tenant agrees to maintain utility service in the unit at all times. Failure to maintain utility service for more than 48 hours shall be considered a serious violation and shall be grounds for termination of the lease.

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d. The tenant agrees to maintain sufficient heat to prevent freezing of piped water.

   1) If for any reason the tenant is unable to maintain sufficient heat, he/she shall immediately notify the PHA.

   2) Failure to notify the PHA of frozen or damaged water pipes is grounds for termination of this lease.

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

H. Use and Occupancy

The tenant has the right to exclusive use and occupancy of the unit by the members of the household authorized to reside in the unit, as listed on Part II of this lease, if applicable, the attached lease addendum, and receive guests in the unit.

1. Guests

   For the purposes of this lease, a guest is a person temporarily staying in the unit with the consent of a tenant or other member of the household who has express or implied authority to so consent on behalf of the tenant.

   a. The tenant must notify the PHA management when a guest(s) will be staying for more than 14 cumulative days.

   b. Upon written request by the tenant, the PHA may provide exceptions for longer stays to the tenant for valid reasons which may include but not limited to:

      1) The tenant's son/daughter home on military leave;

      2) The tenant's son/daughter on college break during the holidays;

      3) Care of a relative staying with the tenant to recuperate from a medical procedure;

      4) Children who are visiting in accordance with visitation privileges subject to a custody arrangement and are not listed on this Lease.

   c. The PHA will consider granting the exception only if the tenant can identify and provide documentation of the guest's primary residence.

      If the PHA discovers that the guest represents the tenant's address as his/her residence address for the purpose of receiving mail, benefits, or other purposes, the guest will be considered an unauthorized occupant of the unit, and no future visitation will be approved for this guest.

   d. The PHA recognizes the tenant's right to give reasonable accommodation to their guests.

   e. Guests who remain with the tenant or in the unit beyond the allotted time period or PHA-granted extension will be considered to be unauthorized occupants and their presence constitutes a violation of the lease by the tenant.

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

2. The tenant is responsible for the conduct of the members of the household, guests, and other persons under the tenant's control, which includes but is not limited to:

   a. Damages (beyond ordinary wear and tear) to the unit or premises caused by the tenant, a member~~s~~ of the household, a guest, or a person under the tenant's control.

   b. Any drug-related criminal activity engaged in, on, or off the premises by members of the household or guest.

   c. Any drug-related criminal activity engaged in on the premises by a person under the tenant's control.

   d. Any criminal activity, including acts of VAWA violence/abuse, that threatens the health, safety or right to peaceful enjoyment of the premises by other residents.

   e. Smoking of prohibited tobacco products in restricted areas, including inside the unit, or other outdoor areas that the PHA has designated as smoke-free.

   f. Engaging in the abuse or pattern of abuse of alcohol that affects the health, safety, or right to peaceful enjoyment of the premises by other residents.

   Note: For the purposes of this lease, other person under the tenant's control is a person, although not staying as a guest in the unit, is, or was at the time of the activity in question, on the premises because of an invitation from the tenant or other member of the household who has express or implied authority to so consent on behalf of the tenant.

3. Profitmaking Activities

With the prior written consent of the PHA, the tenant and members of the household may engage in legal profitmaking activities in the unit, where the PHA determines that such activities are incidental to the primary use of the leased unit for residence by members of the household.

I. Terms and Conditions

1. Reexamination of Rent, Unit Size, and Eligibility

The tenant has the option to choose between income-based or flat rent at each annual reexamination. Except for financial hardship cases, the tenant may not be offered this choice more than once a year. The rent amount as fixed in Part II of this lease is due each month until changed as described below:

   a. Annual Reexaminations

      1) Income-Based Rent

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a) The PHA will conduct a complete reexamination of family income, composition, and compliance with community service and self-sufficiency requirements, within 12 months of the previous annual reexamination or new admission.

b) The PHA will make the appropriate adjustments in the tenant rent after consultation with the family and verification of the family's annual reexamination information.

2) Flat Rent

a) The PHA will conduct a reexamination of family composition, compliance with community service and self-sufficiency requirements, and other criteria related to continued occupancy at least annually (every 12 months).

b) The PHA will conduct a reexamination of family income at least once every three (3) years, except for families a PHA determines exceed the over-income limit.

Once the PHA determines that a family has exceeded the over-income limit, the PHA will follow the income reexamination requirements for income-based rent as listed above.

c) At its discretion, the PHA may establish a policy requiring reexaminations of families paying flat rent at more frequent intervals, but not more frequently than annually unless the family requests a reexamination based on hardship circumstances.

b. Interim Reexaminations

The tenant may request an interim reexamination of family income or composition because of any changes since the last determination. The PHA must conduct any interim reexamination within a reasonable period of time after the tenant request or when the PHA becomes aware of an increase in family adjusted income.

1) Decrease in Annual Adjusted Income

a) The PHA will not conduct an interim reexamination of family income if the PHA estimates that the tenant's annual adjusted income will decrease by an amount less than the amount established by HUD and the PHA's ACOP.

b) The PHA must conduct an interim reexamination of family income if the PHA determines that the tenant's annual adjusted income has decreased by an amount that is equal to or exceeds the amount established by HUD and the PHA's ACOP.

c) The PHA will conduct an interim reexamination when there is a decrease is the tenant's annual adjusted income of any amount due to a decrease in family size attributed to the death or permanent removal of a family member.

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2) Increase in Annual Adjusted Income

The PHA will conduct an interim reexamination of family income when the PHA becomes aware that the tenant's annual adjusted income has increased by amount that is equal to or exceeds the amount established by HUD and the PHA's ACOP.

c. All adult members of the household must sign and date the reexamination (annual and/or interim) documents and accompany the head of household to any reexamination interviews.

d. The PHA may use the results of these reexaminations to require the family to move to an appropriate size unit.

2. Rent Adjustments

The PHA will notify the tenant in writing of any tenant rent adjustments. The notice will state the new amount of tenant rent and the effective date of the tenant rent adjustment.

a. Annual Reexamination Effective Date

1) For increases in tenant rent at annual reexamination, the PHA will complete annual reexaminations in advance so that the effective date is the first day of the month of the anniversary month of the lease following a 30-days' notice from the PHA.

2) Decreases in tenant rent at annual reexamination are effective the first day of the month of the anniversary month of the lease.

3) If the family caused a delay in the reexamination process or failed to report all income and deductions the PHA will complete the annual reexamination using the best available information.

b. Interim Reexamination Effective Dates

The tenant rent will not change during the period between regular reexaminations, UNLESS during such period:

1) Family Timely Report of Interim Changes:

Family timely report of an interim change of family income or composition.

a) Tenant Rent Increases

If the family reported an interim change timely, within 10 calendar days of occurrence, and the tenant rent increased as a result of the interim reexamination, the PHA will provide the family with a 30-day advance notice of the tenant rent increase and such rent increase will be effective the first day of the month beginning after the end of that 30-day period.

b) Tenant Rent Decreases

(1) If the family reported an interim change timely, within 10 calendar days of occurrence, and the tenant's rent is decreased as a result of the interim reexamination, the decrease in tenant rent will be effective on the first day

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of the month after the date of the actual change leading to the interim reexamination of family income.

(2) The timely reported decrease in tenant rent will be applied retroactively.

2) Interim Changes Reported Untimely

Family untimely report of an interim change of family income or composition.

a) Tenant Rent Increases

If the family fails to report an interim change timely, within 10 calendar days of occurrence, the PHA will make the effective date of the tenant rent increase retroactive to the first day of the month following the date the change leading to the interim reexamination of family income.

b) Tenant Rent Decreases

If the family fails to report an interim change timely, within 10 calendar days of occurrence, and the tenant rent decreased as a result of the interim reexamination, the effective date of the decrease in tenant rent must be no later than the first rent period following completion of the interim reexamination.

3) The tenant is paying flat rent, and the tenant income is reduced, or allowable deductions increased, and tenant requests a change to the income-based rent.

a) The subsequent rent adjustment must be made in accordance with the current PHA ACOP and HUD regulations.

b) Such changes shall occur no more than once between annual reexaminations

4) The addition or removal of a minimum rent hardship results in a rent adjustment in accordance with the current PHA ACOP and HUD regulations.

5) The addition or removal of either the phased-in or general hardship relief for the health and medical expense deduction and/or reasonable attendant care and auxiliary apparatus expense deduction and/or the addition or removal of a hardship exemption for the childcare expense deduction results in a rent adjustment in accordance with the current PHA ACOP and HUD regulations.

6) A qualified tenant has reached either the start or the end of the second 12-month exclusionary period of the Earned Income Disallowance.

7) The household income or family composition has changed.

a) The tenant must report any and all changes in income or family composition within 10 calendar days of such change, and rent will be adjusted in accordance with the current PHA ACOP and HUD regulations.

b) Failure to report within this timeframe may result in a retroactive rent charge.

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8) Public assistance (welfare assistance) to the tenant or household member commences or is terminated. Such a change must be reported to the PHA within 10 calendar days.

   a) The tenant 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.

   b) 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) The tenant rent is based on false or incomplete information supplied by the tenant. If it is found that the tenant has misrepresented the facts upon which the rent is based so that the rent the 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.

10) It is found that an error was made at admission or reexamination by the PHA. (The tenant will not be charged retroactively for errors made by the PHA.)

11) HUD regulations or federal statutes require a change in tenant rent.

3. Tenant Obligation to Supply Information

   a. The tenant agrees to supply any information (which includes but is not limited to submission of required evidence of citizenship or eligible immigration status, and any requested certification, releases, or other documentation) that the PHA or HUD determines is necessary in administration of the public housing program.

   b. The tenant agrees to supply any information requested by the PHA or HUD for use in a regularly scheduled reexamination or an interim reexamination of family income and composition in accordance with HUD requirements.

   c. Any information supplied by the family must be true and complete.

   d. 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.

   e. PHA Responsibility for Reexamination and Verification

      The PHA will obtain and document in the tenant file third-party verification of the following factors, or will document in the tenant file why third-party verification was not available:

      1) Reported tenant family annual income;

      2) The value of assets;

      3) Expenses related to deductions from annual income; and

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4) Other factors that affect the determination of adjusted income or income-based rent.

5) The PHA will maintain the EIV Income Report in the tenant file along with the form HUD-50058 and other supporting documentation to support income and rent determinations for mandatory and interim reexaminations of tenant income and composition.

   a) 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.

   b) All information must be verified by the PHA.

   c) PHA shall give the tenant reasonable notice of what actions the tenant must take and of the date by which any such action must be taken for compliance under this section.

   d) This information will be used by PHA to decide whether the amount of rent should be changed and whether the unit size is still appropriate for the tenant's needs.

   e) This determination will be made in accordance with the PHA's ACOP, which is available for review in the PHA office.

4. Family Release and Consent

   a. As a condition of admission to or continued assistance under the public housing program, the tenant and all other adult members of the household must agree to execute consent forms authorizing any depository or private source of income, or any federal, state or local agency, to furnish or release to the PHA or HUD such information as the PHA or HUD determines to be necessary.

   b. The use or disclosure of information obtained from the tenant and/or members of the household or from another source pursuant to this release and consent shall be limited to purposes directly connected with the administration of the public housing program.

   c. The executed consent forms will remain effective until the family is denied assistance, the assistance is terminated, or if the family provides written notification to the PHA to revoke consent.

   d. Failure to sign consent and release forms is a serious violation of the terms of the lease and shall be grounds for termination of the lease.

5. 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.
6. Zero Income:

   a. If the tenant reports zero income the tenant must report income and expenses to the PHA every {073} [25.1] until a regular income is established.

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b. Failure to report income and expenses to the PHA every 120 days as required shall be considered grounds for termination of this lease.

7. Minimum Rent:

   The PHA has established a minimum rent of $50.00 dollars.

   A tenant who is required to pay minimum rent may request a minimum rent hardship in accordance with the PHA's ACOP.

8. Transfers

   A transfer is when the family moves from one unit to another. Transfers may occur when the PHA requires a family to move, permits a family to move, or as a reasonable accommodation.

   The PHA will consider tenant requests for transfers in accordance with the transfer priorities established in the Transfers and Transfer Waiting List Policy.

J. PHA Obligations

PHA will be obligated:

1. To maintain the dwelling unit and the project in decent, safe, and sanitary condition.
2. To comply with the requirements of applicable building codes, housing codes, and HUD regulations materially affecting health and safety.
3. To make necessary repairs to the dwelling unit.
4. To keep project buildings, facilities, and common areas, not otherwise assigned to a tenant for maintenance and upkeep, in a clean and safe condition.
5. To maintain in good and safe working order and condition electrical, plumbing, sanitary, heating, ventilating, 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 containers for the exclusive use of an individual tenant family) for the deposit of ashes, 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 unit is not required by law 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 unit with the tenant, or the tenant's designated representative, before the tenant moves in and to give the tenant a written statement of the condition of the premises, the unit and the equipment provided with the unit.

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9. To inspect the unit to record the condition of the unit and equipment 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 lease (by attachment or by reference). Copies may be obtained by the tenant at his/her expense.
12. To notify the tenant of specific grounds for any proposed adverse action by the PHA. (Such adverse action includes, but is not limited to, a proposed lease termination, transfer of the tenant to another unit, or imposition of charges for maintenance and repair, or for excess consumption of utilities.)
13. To afford the tenant the opportunity for a hearing under the PHA grievance procedure for a grievance concerning a proposed adverse action. The notice of proposed adverse action shall inform the tenant of the right to request such hearing. A notice of lease termination shall constitute adequate notice of proposed adverse action. The PHA shall not take the proposed action until the time for the tenant to request a grievance hearing has expired, and (if a hearing was requested in accordance with the PHA Grievance Policy) the grievance process has been completed.
14. 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.
15. 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.
16. To consider lease bifurcation in circumstances involving VAWA violence/abuse, provided that, if a PHA chooses to bifurcate a lease, no assistance will be given for an individual who does not meet public housing eligibility, including submission of evidence of citizenship or eligible immigration status.
17. Violence Against Women Reauthorization Act (VAWA) Requirements

    To comply with the provisions of VAWA with regard to specific protections afforded to an applicant family, tenant, and affiliated individuals who is a survivor of VAWA violence/abuse. Specific protections under VAWA include:

    a. An incident or incidents of actual or threatened VAWA violence/abuse will not be construed as:

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1) A serious or repeated violation of the lease by the survivor or threatened survivor of such incident; or

2) Good cause to terminate the tenancy, occupancy rights, or assistance of the survivor or threatened survivor of such incident.

b. Criminal Activity Related to a VAWA Violence/Abuse

A tenant may not be denied tenancy or occupancy rights solely on the basis of criminal activity directly relating to VAWA violence/abuse if:

1) The criminal activity is engaged in by a member of the household of the tenant or any guest or other person under the control of the tenant, and

2) The tenant or an affiliated individual of the tenant is the survivor or threatened survivor of VAWA violence/abuse.

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 VAWA violence/abuse that is in question against the tenant or an affiliated individual of the tenant, provided that the PHA does not subject such a tenant, who is or has been a survivor of VAWA violence/abuse, 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.

a) Words, gestures, actions, or other indicators will be considered an "actual and imminent threat" if they meet the following standards:

b) 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:

(1) The duration of the risk;

(2) The nature and severity of the potential harm;

(3) The likelihood that the potential harm will occur; and

(4) The length of time before the potential harm would occur.

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K. Tenant Obligations

The tenant shall be obligated:

1. Not to assign the lease, nor sublease the unit.
2. Not to give accommodation to boarders or lodgers.
3. To use the unit solely as a private residence for the tenant and the tenant's household as approved by the PHA and listed in Part II of this lease, and not to use or permit the use of the unit for any other purpose.

   This provision does not exclude the care of foster children/adults or live-in aide 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.
4. Not to receive assistance for occupancy of any other unit assisted under any Federal housing assistance program during the term of the lease.
5. Not to give accommodation to guests (in excess of time specified in this lease) without the advance written consent of PHA.
6. To refrain from the absence of any family member listed in Part II of this lease from the unit for more than 60 consecutive calendar days without previously informing the PHA.
7. To abide by the necessary and reasonable regulations disseminated by PHA for the benefit and well-being of the housing development and tenants.
   a. These regulations will be posted publicly in the project office and incorporated by reference in this lease.
   b. Violation of such regulations constitutes a violation of the lease.
8. To comply with the requirements of applicable state and local building or housing codes, materially affecting health and/or safety of tenant and tenant household.
9. To keep the unit, including appliances, and other such areas as may be assigned to the tenant for the tenant's exclusive use in a clean and safe condition.
   a. 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.
   b. Exceptions to this requirement may be made for tenants who have no household members to perform such tasks because of age or disability.
   c. Tenants who repeatedly fail to maintain housekeeping standards established by the PHA (as documented by maintenance inspections, pest control inspections, and other housekeeping inspections) may be required to participate in housekeeping classes.
   d. Repeated failure of housekeeping inspections shall be grounds for termination of the lease.

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10. To avoid obstructing sidewalks, areaways, galleries, passages, elevators, stairways, and to avoid using these for purposes other than going into and out of the unit.
11. To dispose of all ashes, garbage, rubbish, and other household waste in a sanitary and safe manner only in containers approved or provided by the PHA.
12. To use only in a reasonable manner all electrical, sanitary, heating, ventilating, air-conditioning, and other facilities and appurtenances including elevators.
13. To refrain from, and cause members of the tenant's household or guest to refrain from, littering or leaving trash in common areas.
14. Not to engage in legal profitmaking activities in the unit without prior written approval by the PHA.
15. To maintain tenant-paid utility service in the unit at all times. Failure to maintain utility service for more than 48 hours shall be considered a serious violation and shall be grounds for termination of the lease.
16. To pay charges for excess utilities, if applicable for the unit, and other charges 14 calendar days after the PHA provides written notice of the charges.
17. 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.
18. To refrain from and cause household members and guests to refrain from destroying, defacing, damaging, or removing any part of the unit, building, facilities, or common areas, and to pay reasonable charges for repairs if so caused.
19. To take reasonable precautions to prevent fires and to refrain from storing volatile or flammable materials within three (3) feet from a source of ignition.
    a. To pay for damages caused by fire or smoke that is a direct result of negligence on the part of the tenant, tenant household member or guest, as determined by the local Fire Department.
    b. 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.
20. To pay reasonable charges (other than for wear and tear) for the repair of damages to the unit, or to the project (including damages to project buildings, facilities or common areas) caused by the tenant, a member of the household a guest, or any other person under the tenant's control.
21. To refrain from removing batteries or damaging/removing the smoke detectors and/or carbon monoxide detectors.
22. To pay reactivation or replacement fees in accordance with the Schedule of Repairs and Other Charges for removal or disengagement of smoke detectors or carbon monoxide detectors.

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23. To act, and cause household members or guests to act in a manner that will not disturb other residents' peaceful enjoyment of their accommodations and will be conducive to maintaining all PHA projects in a decent, safe, and sanitary condition.
24. To refrain from allowing into the 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.
25. To assure that no tenant, members of the tenant's household, guest, or any other person under the tenant's control engages 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; or
    b. Civil Activity

       Any smoking of prohibited tobacco products in restricted areas, or in other outdoor areas that the PHA has designated as smoke-free.
26. To assure that no member of the household engages in an abuse or pattern of abuse of alcohol that affects the health, safety, or right to peaceful enjoyment of the premises by other residents.
27. To abide by all PHA, state and local smoking or smoke-free requirements.
28. Not to commit any crime of physical violence to persons or property.
29. To comply with the PHA policy implementing VAWA as it pertains to any household member who is claiming to be the survivor of VAWA violence/abuse.
30. Not to consume any alcoholic beverage or use glass containers on or in community areas.
31. 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.
    a. Abusive or threatening behavior includes verbal as well as physical abuse or violence.
    b. Use of expletives that are generally considered insulting, racial epithets, or other language (written or oral) that is customarily used to insult or intimidate.
32. To comply and abide with federal, state, and local ordinances or laws regarding the lawful ownership, possession, transportation, and use of a firearm or other weapons (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).
    a. The tenant and members of the tenant household must comply and abide with federal, state, and local ordinances or laws regarding the lawful ownership, possession, transportation, and use of a firearm or other weapons.

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b. The tenant, members of the tenant's household, guests, or any other person under the tenant's control must comply with and abide by federal, state, and local ordinances or laws regarding the lawful ownership, possession, transportation, and use of a firearm or other weapons.

c. The unlawful possession of firearms/weapons by the tenant, members of the tenant's household, guests or any other person under the tenant's control is prohibited and constitutes a material lease violation.

d. It shall be considered a prohibited activity, a material breach of a Tenant Obligation, and grounds for termination of this lease, for the tenant, members of the tenant's household, guest, or any person under the tenant's control to do any of the following upon PHA property:

1) To intentionally, knowingly, or recklessly carry on or about his/her person an illegal weapon as defined by federal, state or local law.

2) To display a deadly weapon in connection with a verbal or non-verbal threat of bodily harm.

3) To inflict any injury upon another person through the reckless, careless, or negligent use of a deadly weapon.

4) To damage any property through the intentional, reckless, careless, or negligent use of a deadly weapon.

33. To make no alterations or repairs to the unit or to the equipment, or to install additional equipment or major appliances without written consent of PHA.

34. To make no changes to locks or install new locks or exterior doors without PHA's written approval.

35. To use no nails, tacks, screws, brackets, or fasteners on any part of the unit (a reasonable number of picture hangers accepted) without authorization by PHA.

36. 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.

37. 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.

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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 their 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.

38. To maintain window coverings in good repair and that does not detract from the appearance of the building. Cardboard, paper, bed linens, and aluminum foil may not be used as window coverings.

39. 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 their designated purpose.

40. To avoid blocking or obstructing any window in the unit that may be required for emergency egress.

41. Pet Policy: To abide by the PHA's Pet Policy.

    a. The tenant will not keep pets such as dogs, cats, birds, reptiles, or other animals anywhere in the development, 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.

    b. Tenants who are persons with disabilities and have an assistance animal as a reasonable accommodation shall abide by the PHA's Assistance Animal Policy.

42. Vehicle and Parking Rules

    a. To park only in areas designated for parking.

    b. The 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.

    c. Any inoperable or unauthorized vehicle shall be removed from PHA property at tenant's expense.

    d. The tenant also agrees not to wash automobiles or make automobile repairs on PHA property.

43. To provide the PHA with 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 unit shall not be considered "vacated" for rental charge purposes until such time as the keys are returned and the PHA accepts the unit. The tenant may terminate the lease

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with less than 30 calendar days advance notice due to an incident of VAWA violence/abuse or due to military deployment of more than 90 days or permanent transfer.

44. To remove all personal property when the tenant vacates, abandons or surrenders the unit.
45. To leave the unit in a clean and good condition upon vacating, reasonable wear and tear accepted.
46. To transfer to an appropriate size unit, based on family composition, upon appropriate notice by the PHA that such a unit is available.
47. To keep the unit in such condition as to ensure proper health and sanitation standards.
    a. The tenant shall notify the PHA promptly of need for repairs to the unit, and of known unsafe or unsanitary conditions in the unit or in common areas and grounds of the development.
    b. Tenant's failure to report the need for repairs in a timely manner shall be considered as contributing to any damage that occurs.
48. To abide by the local city curfew ordinances. Two violations of this rule shall be grounds for termination of the lease.
49. 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 unit to treat for insects and vermin.
50. To allow inspection or entry of the unit upon delivery of written notice by the PHA at least two days prior to such entry.
51. Not to commit any fraud in connection with this housing assistance program.
52. To comply with the Community Service and Self-Sufficiency Requirement as described in the PHA's Community Service and Self-Sufficiency Policy.
    a. The tenant and other family members 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.
    b. 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.
    c. Noncompliance with this requirement will result in the lease not being renewed, subject to the tenant/family member's right to request a hearing under the PHA's Grievance Procedures.

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53. To explain these rules to all household members, guests, and other persons under the tenant's control and to be responsible for preventing their violation of any of these Tenant Obligations.

L. Defects Hazardous to Life, Health or Safety

The following provisions apply in the event that the 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 unit within a reasonable time after receiving notice from the tenant.
    b. If the damage was caused by the tenant, 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.
    c. PHA shall offer the tenant standard alternative accommodations, if available, if necessary repairs cannot be made within a reasonable time.
    d. In the event the PHA cannot make the repairs and alternative accommodations are not provided, the rent shall abate in proportion to the seriousness of the damage and loss in value of the unit. No abatement of rent shall occur if the tenant rejects alternative accommodations or if the tenant, tenant household members, or guests caused the damage.
    e. If PHA determines that the unit is uninhabitable because of imminent danger to the life, health, and safety of the tenant and the tenant refuses alternative accommodations, this lease shall be terminated, and any tenant rent paid will be refunded to the tenant.
2. Tenant Responsibilities:
    a. The tenant shall immediately notify the PHA of the damage and intent to abate tenant rent when damage is not repaired or becomes sufficiently severe that the tenant believes he/she is justified in abating rent.
    b. The tenant agrees to pay full tenant rent, less the abated portion agreed upon by PHA, during the time in which the defect remains uncorrected.
    c. The tenant shall accept any replacement unit offered by PHA.

M. Inspections

1. Move-in inspection:
    a. The PHA and tenant or tenant representative shall jointly inspect the unit prior to occupancy by the tenant.

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b. The PHA will give the tenant a written statement of the condition of the unit, both inside and outside, and note any equipment provided with the unit.

c. The statement shall be signed by PHA, and the tenant and a copy of the statement retained in the tenant's file.

d. The PHA will correct any deficiencies noted on the inspection report, at no charge to the tenant.

2. Move-out inspection:

a. The PHA will inspect the unit at the time the tenant vacates and provide the tenant a written statement of the charges, if any, for which the tenant is responsible.

b. The tenant and/or tenant representative may join in such inspection, unless the tenant vacates without notice.

3. Annual inspections by PHA or HUD contractual inspections.

4. Housekeeping Inspections.

5. Preventative Maintenance Inspections.

N. Maintenance, Repair, and Services

1. The 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 unit, 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 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 within two week (14 days) after the PHA provides the tenant written notice that charges are due.

4. Failure of the tenant to pay such charges on the date due shall be considered a serious violation and grounds for termination of the lease.

O. Abandonment and Abandoned Property

Abandonment is distinguished from an absence from the unit by the tenant's failure to pay the tenant rent due for the unit and failure to acknowledge or respond to PHA notices regarding the past due tenant rent or absence from the unit.

1. The PHA will take possession of the unit after the unit has been deemed abandoned in accordance with state law.

2. If the tenant and all other persons are absent from the unit for 30 consecutive calendar days during the lease term or any renewal or extension period while the tenant rent is

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delinquent, the PHA may deem the unit abandoned if inspection shows that all or most of the tenant's property has been removed.

3. The PHA will secure the unit against vandalism and attach a notice of entry to the door of said unit. If there is no response to this notice after 48 hours / 2 days, or if all the tenant's possessions have been removed, the PHA will take possession of the unit, provided that the tenant rent still remains unpaid.
4. Any possessions left in the unit will be removed, stored and disposed of by the PHA in accordance with state law.
5. The tenant may reclaim their possessions at any time prior to disposition.

P. NOTICES

1. Notice Procedures
   a. The PHA will provide notices to the tenant:
      1) In writing and delivered to the tenant or to an adult member of the tenant's household residing in the unit, or
      2) Sent by prepaid first-class mail properly addressed to the tenant.
      3) In an accessible format for tenants who are visually impaired or to persons with limited English proficiency.
   b. The tenant agrees to provide notices to the PHA:
      1) In writing, delivered to the project office or the PHA central office, or
      2) Sent by first-class mail properly addressed.
   c. Unopened, cancelled, first-class mail returned by the Post Office shall be sufficient evidence that notice was given.
2. Notices for Adverse Actions
   a. The PHA will notify the tenant of the specific grounds for any proposed adverse action by the PHA.
   b. When the PHA is required to afford the tenant the opportunity for a hearing under the PHA's grievance procedures for a grievance concerning a proposed adverse action:
      1) The notice of proposed adverse action shall inform the tenant of the right to request such hearing.
      2) In the case of a lease termination, a notice of lease termination will constitute adequate notice of proposed adverse action.
      3) In the case of a proposed adverse action other than a proposed lease termination, the PHA will not take the 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.

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c. The PHA will 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 results in felony conviction of a household member.

3. Lease Termination Notice

a. PHA will give written notice of the proposed termination of the lease of:

1) Thirty (30) days in advance, in cases of failure to pay rent, or such other notice period as may be required by applicable federal, state, or local law.

2) A reasonable time, but not to exceed 30 calendar days, considering the seriousness of the situation:

a) If the health and safety of other tenants, PHA staff, or persons residing in the immediate vicinity of the premises is threatened;

b) If a member of the household has engaged in any drug-related criminal activity or violent criminal activity; or

c) If any member of the household has been convicted of a felony.

3) Thirty (30) calendar days in any other case, except if a state or local law allows a shorter notice period, the shorter period will apply.

b. Notice of Lease Termination

1) The notice of lease termination to the tenant will:

a) State the specific reasons for the termination;

b) Inform the tenant of their right to make such reply as they may wish; and

c) Inform the tenant of the tenant's right to examine PHA documents directly relevant to the termination and/or eviction.

2) When PHA is required to offer the tenant the opportunity for a grievance hearing, the notice will also inform the tenant of the right to request a hearing in accordance with PHA's grievance procedures.

3) A notice of lease termination for failure to pay rent must also include the following:

a) Instruction on how the tenant can cure the nonpayment of rent violation, including an itemized amount separated by month of alleged rent owed by the tenant, any other allowable monies owed separated by month, and the date by which the amount of rent owed must be paid before an eviction notice can be filed.

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b) Information on how the tenant can request an interim reexamination of family income or composition, request a minimum rent hardship, or request a flat rent hardship.

c) In the event of a Presidential declaration of a national emergency, such other information as may be required by the Secretary of HUD.

c. Notice to Vacate

1) A 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.

2) The notice to vacate will be in writing and specify that if the tenant fails to quit the premises within the applicable statutory period, appropriate action will be brought against the tenant, and the tenant may be required to pay the court costs and attorney's fees.

d. With any notification of termination or eviction, the PHA will provide to each tenant aged 18 or older a Notice of Occupancy Rights under the Violence Against Women Act (form HUD-5380) and a Certification of Domestic Violence, Dating Violence, Sexual Assault, or Stalking form, hereinafter referred to as Certification form (form HUD-5382) that may completed by a survivor to document an incident of VAWA violence/abuse.

e. When PHA is required to offer the tenant the opportunity for a grievance hearing concerning the lease termination, the tenancy shall not terminate (even if a notice to vacate under state or local law has expired) 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.

f. When PHA is not required to offer the 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 will:

1) State that the tenant is not entitled to a grievance hearing on the termination.

2) 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.

3) State whether the eviction is for criminal activity that threatens health and safety of other tenants and PHA staff or for drug-related criminal activity on or off the premises.

Q. Termination of Tenancy and Eviction

1. Grounds for termination of tenancy. The PHA may terminate the tenancy only for:

a. Serious or repeated violations of material terms of the lease: Such serious or repeated violations include, but are not limited to:

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1) The failure to pay tenant rent or other payments due under the lease.
2) Repeated late payment, which shall be defined as failure to pay the amount of tenant rent or other charges due by the 6th 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: Other good cause includes but is not limited to the following:

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 composition;
4) Failure of a family member to comply with the Community Service and Self-Sufficiency Requirement as grounds only for non-renewal of the lease and termination of tenancy at the end of the 12-month lease term; 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. Over the Income Limits

1) After the family's income has exceeded 120% of the area median income, or a different limitation established by the Secretary, for 24 consecutive months, the PHA will terminate the family's assistance within 90 days of the second income determination.
2) 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 24 months clock will start.
3) 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.
4) 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 24 month clock.

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d. Exceeding Net Assets Restrictions and Property Ownership

Termination proceedings will begin within six (6)months of determination that:

1) The family's net assets exceed the amount established annually by HUD; or

2) The family has a present ownership interest in, a legal right to reside in, and the effective legal authority to sell, based on State or local laws of the jurisdiction where the property is located, real property that is suitable for occupancy by the family as a residence, with the following exceptions:

a) Any property for which the family is receiving assistance under Section 8 or the Section 8 Homeownership Program;

b) Any property that is jointly owned by a member of the family and at least one non-household member who does not live with the family, if the non-household member resides at the jointly owned property;

c) Any person who is a survivor of VAWA violence/abuse; or

d) Any family that is offering such property for sale.

3) This lease provision will apply to all assisted families that do not qualify for exceptions to the asset restrictions as listed in the PHA's ACOP.

2. PHA Eviction of Tenant

The PHA may evict the tenant from the unit either:

a. By bringing a court action or;

b. By bringing an administrative action if law of the jurisdiction permits eviction by administrative action, after a due process administrative hearing, and without a court determination of the rights and liabilities of the parties.

c. In order to evict without bringing a court action, the PHA must afford the tenant the opportunity for a pre-eviction hearing in accordance with the PHA grievance procedures.

3. Termination and Eviction Due to Drug-Related and Criminal Activity or Alcohol Abuse

Terminations of tenancy/evictions required by the PHA as a result of criminal activity or alcohol abuse will not be based solely on arrest records. The PHA may evict the tenant by judicial action for criminal activity in accordance with this section if the PHA determines that the covered person has engaged in the criminal activity, regardless of whether the covered person has been arrested or convicted for such activity and without satisfying the standard of proof used for a criminal conviction.

a. The PHA will immediately initiate the lease termination process to terminate tenancy if the PHA determines that any household member has ever been convicted of drug-related criminal activity for the manufacture or production of methamphetamine on the premises of federally assisted housing.

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b. Drug-related criminal activity engaged in, on or off the premises by any tenant, member of the tenant's household, or current guest is grounds for the PHA to take action to terminate tenancy.

c. Drug-related criminal activity engaged in on the premises by any other person under the tenant's control is grounds for the PHA to terminate tenancy.

d. The PHA may evict a family when the PHA determines that a household member is illegally using a drug or when a pattern of illegal drug use interferes with the health, safety, or right to peaceful enjoyment of the premises by other residents.

e. Criminal activity by the tenant, member of the tenant household, current guest, or other person under the tenant's control that threatens the health, safety, or right to peaceful enjoyment of the premises by other residents (including PHA staff) or threatens the health, safety, or right to peaceful enjoyment by persons residing in the immediate vicinity of the premises is grounds for termination of tenancy.

f. The PHA may terminate the tenancy if a tenant is 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 violating a condition of probation or parole imposed under federal or state law.

g. The PHA may terminate tenancy if the PHA determines that a household member has:

   1) Engaged in alcohol abuse or a pattern of alcohol abuse that threatens the health, safety, or right to peaceful enjoyment of the premises by other residents.

   2) Furnished false or misleading information concerning illegal drug use, alcohol abuse, or rehabilitation of illegal drug users or alcohol abusers.

h. Required lifetime participation in a state sex offender registration program:

   If an individual/applicant was subject to a lifetime sex offender registration requirement but received housing assistance in error under the public housing program, the PHA must take immediate action to terminate the tenancy of the sex offender, as the individual/applicant is ineligible and would not have been provided assistance but for an oversight by the PHA or false representation by the applicant.

4. Notice to the Post Office

   When the PHA evicts a tenant from a unit for criminal activity, PHA will notify the local post office serving that 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 at that address.

5. This lease shall terminate upon abandonment of the premises by the tenant.

6. 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:

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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 or termination; and

g. Recommend administrative sanctions by HUD.

7. The tenant may terminate this lease at any time by giving 30 calendar days written notice properly addressed and delivered to the PHA.

R. Selection of a Hearing Officer/Hearing Panel

When the PHA is required to afford the tenant the opportunity for a hearing under the PHA's grievance procedures, the PHA will utilize a Hearing Officer.

The PHA will use the following method to select the Hearing Officer:

1. The Public Housing Manager/Director unless he/she is the person who made or approved the PHA's original action, or a subordinate of that person.
2. The Deputy Executive Director unless he/she is the person who made or approved the PHA's original action, or a subordinate of that person.
3. The Executive Director.
4. If the PHA will use a Hearing Panel, the panel shall consist of the Public Housing Manager/Director, the Deputy Executive Director, and the Executive Director. If any of the above positions is the person who made or approved the PHA's original action, or a subordinate of that person, he/she may not serve on the Hearing Panel.
5. The PHA will utilize the services of an Executive Director of a neighboring PHA.

See Grievance Procedures

S. Protections for Survivors of VAWA Violence/Abuse

This section incorporates the protections for survivors of domestic violence, dating violence, sexual assault, or stalking (hereinafter referred to as VAWA violence/abuse) in accordance with subtitle N of the Violence Against Women Act of 1994, as amended (codified as amended at 42 U.S.C. 14043e et seq.) (VAWA) and implementing regulations.

1. Conflict with other Provisions:

   In the event of any conflict between this section and any other provisions included in ACOP, this section shall prevail.

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2. Effect on Other Protections

   Nothing in this section shall be construed to supersede any provision of any federal, state, or local law that provides greater protection than this section for survivors of VAWA violence/abuse.

3. Definitions

   a. As used in this section, the terms "actual and imminent threat," "affiliated individual", "bifurcate", "dating violence," "domestic violence," "sexual assault," and "stalking" are defined in HUD's regulations at 24 CFR part 5, subpart L.

   b. The terms "Household" and "Other Person Under the Tenant's Control" are defined at 24 CFR part 5, subpart A.

4. VAWA Notice and Certification Form

   The PHA will provide the tenants, 18 years of age and over, with the Notice of Occupancy Rights under VAWA and the VAWA Certification form:

   a. At the time the applicant is denied assistance or admission.

   b. At the time the individual is provided assistance or admission.

   c. With any notification of eviction or notification of termination of assistance.

   d. During the 12-month period following December 16, 2016, either during the annual recertification or lease renewal process, whichever is applicable, or, if there will be no recertification or lease renewal for a tenant during the first year after the rule takes effect, through other means.

5. Protection for Survivors of VAWA Violence/Abuse

   a. The PHA will not deny admission to, deny assistance under, terminate from participation in, or evict the tenant on the basis of or as a direct result of the fact that the tenant is or has been a survivor of VAWA violence/abuse, if the tenant otherwise qualifies for admission, assistance, participation, or occupancy.

   b. The tenant will not be denied tenancy or occupancy rights solely on the basis of criminal activity engaged in by a member of the tenant's household or any guest or other person under the tenant's control, if the criminal activity is directly related to VAWA violence/abuse, and the tenant or an affiliated individual of the tenant is the survivor or the threatened survivor of VAWA violence/abuse.

   c. An incident or incidents of actual or threatened VAWA violence/abuse will not be construed as serious or repeated violations of the lease by the survivor or threatened survivor of the incident. Nor will it not be construed as other "good cause" for termination of the lease, tenancy, or occupancy rights of such a survivor or threatened survivor.

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6. Compliance with Court Orders

   Nothing in this section will limit the authority of the PHA, when notified by a court order, to comply with the court order with respect to the rights of access or control of property (including civil protection orders issued to protect a survivor of VAWA violence/abuse) or with respect to the distribution or possession of property among members of the tenant's household.

7. Violations Not Premised on VAWA Violence/Abuse

   a. Nothing in this section will be construed to limit any otherwise available authority of the PHA to evict or terminate the assistance of a tenant for any violation not premised on an act of VAWA violence/abuse that is in question against the tenant or an affiliated individual of the tenant.

   b. However, the PHA will not subject the tenant, who is or has been a survivor of VAWA violence/abuse, to a more demanding standard than other tenants in determining whether to evict or terminate assistance.

8. Actual and Imminent Threats

   a. Nothing in this section will be construed to limit the authority of the Landlord to evict the Tenant if the Landlord can demonstrate that an "actual and imminent threat" to other tenants or those employed at or providing service to the property would be present if the Tenant or lawful occupant is not evicted.

      1) In this context, words, gestures, actions, or other indicators will be construed as an actual and imminent threat if they meet the following standards for an actual and imminent threat:

      2) An actual and imminent threat refers to a physical danger that is real, would occur within an immediate time frame, and could result in death or serious bodily harm.

      3) In determining whether an individual would pose an actual and imminent threat, the factors the PHA will consider 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.

   b. If an actual and imminent threat is demonstrated, eviction will be used only when there are no other actions that the PHA could have taken to reduce or eliminate the threat, including, but not limited to, transferring the survivor to a different unit, barring the perpetrator from the property, contacting law enforcement to increase police presence, developing other plans to keep the property safe, or seeking other legal remedies to prevent the perpetrator from acting on a threat.

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Restrictions predicated on public safety cannot be based on stereotypes but must be tailored to particularized concerns about individual residents.

9. Emergency Transfers
    a. A tenant who is a survivor of VAWA violence/abuse may request an emergency transfer in accordance with the PHA's Emergency Transfer Plan.
    b. The PHA's Emergency Transfer Plan must be made available upon request and incorporate strict confidentiality measures to ensure that the PHA does not disclose a tenant's dwelling unit location to a person who committed or threatened to commit an act of VAWA violence/abuse against the tenant.
    c. For transfers in which the tenant would not be considered a new applicant, the PHA will ensure that a request for an emergency transfer receives, at a minimum, any applicable additional priority that is already provided to other types of emergency transfer requests.
    d. For transfers in which the tenant would be considered a new applicant, the PHA's Emergency Transfer Plan will include policies for assisting a tenant with this transfer.
10. Bifurcation of Lease
    a. Subject to any lease termination requirements or procedures prescribed by federal, state, or local law, if any member of the tenant's household engages in criminal activity directly relating to VAWA violence/abuse, the PHA may "bifurcate" the lease, or remove that household member from the lease, in order to evict, remove, terminate occupancy rights, or terminate assistance to a member who engages in criminal activity directly relating to VAWA violence/abuse against an affiliated individual or other individual:
        1) Without regard to whether that household member is a signatory to the lease, and
        2) Without evicting, removing, or otherwise penalizing the survivor of the criminal activity who is also a tenant or lawful occupant.
    b. Such eviction, removal, termination of occupancy rights, or termination of assistance shall be effective in accordance with the procedures prescribed by federal, state, and local law for the termination of leases or assistance under the public housing program.
    c. If the PHA bifurcates the lease to evict, remove, or terminate assistance to a household member, and that household member is the sole tenant eligible to receive assistance, the PHA will provide any remaining tenants or residents a period of 30 calendar days from the date of bifurcation of the lease to:
        1) Establish eligibility for the public housing program under which the evicted or terminated tenant was the recipient of assistance at the time of bifurcation of the lease;
        2) Establish eligibility under another covered housing program; or
        3) Find alternative housing.

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11. Family Break-up

    If the family break-up results from an occurrence of VAWA violence/abuse, the PHA will ensure that the survivor retains assistance.

T. Modification of the Lease

Modifications to the lease require a written rider signed by the PHA and the tenant.

1. This lease and all policies, rules, regulations, schedules, 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 30-day written notice to tenants and tenant organizations, setting forth the proposed modification, the reasons therefor, and providing the tenants and tenant organizations an opportunity to present written comment which shall be taken into consideration by the PHA prior to the proposed modification being adopted and becoming effective.
2. 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 where affected units are located, as well as the Management Office, or if none, the Central Office of the PHA.
3. This lease together with any attachments, future adjustment of rent or 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 I, Terms and Conditions. However, nothing shall preclude the PHA from modifying this lease to take into account revised provisions of law or government actions.

U. 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.

1. 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.
2. The tenant may be required to provide verification that the accommodation requested is necessary due to the disability.

V. Effective Communication

The PHA will ensure effective communication with persons with disabilities and persons with limited English proficiency in all notifications and communications.

1. Section 504 and ADA regulations require the PHA to ensure effective communication with applicants, participants, and members of the public and to furnish appropriate auxiliary aids and services where necessary to afford individuals with hearing and vision impairments an equal opportunity to access and participate in the program.

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2. The PHA will provide appropriate auxiliary aids and services necessary to ensure effective communication, which includes ensuring that information is provided in appropriate accessible formats as needed, e.g., Braille, audio, large type, assistive listening devices, and sign language interpreters.
3. The PHA will provide, at the PHA's expense, auxiliary aids, and services for effective communication with their residents and applicants, as well as employees.
4. The PHA will take reasonable steps to ensure meaningful access to their programs and activities to individuals with limited English proficiency (LEP).
5. The PHA will never require the family to provide, or pay for, his/her own interpreter.
    a. It is the responsibility of the PHA to provide a qualified interpreter.
    b. The PHA's responsibility to provide a qualified interpreter does not preclude an individual's right to have a friend, relative, or advocate accompany him or her when communicating with the PHA.
    c. The PHA will not rely on an accompanying adult to facilitate communication unless it is an emergency, or where the individual with a disability specifically requests that the accompanying adult interpret or facilitate communication, the accompanying adult agrees to provide such assistance, and reliance on that adult for such assistance is appropriate under the circumstances.
    d. The PHA will not rely on minor children to interpret or facilitate communication.

W. 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:
    a. Conduct themselves in a manner disturbing residents' peaceful enjoyment of their units, community facilities, common areas or other locations within the PHA's property;
    b. Are engaging in illegal or other activities impairing the physical and social environment of the PHA premises;
    c. 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
    d. Damage or threaten to damage the property of residents, of the PHA, or of PHA staff.

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X. WAIVER

No delay or failure by PHA in exercising any right under this lease, 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.)

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PART II: RESIDENTIAL LEASE AGREEMENT

This Lease Agreement (hereinafter referred to as lease) is executed between the _____ _____(called PHA) and_____ (called tenant), and becomes effective as of _____.

1. **Dwelling Unit**: The PHA relying upon the representations of the tenant as to the tenant's income, household composition and housing need, leases to the tenant, upon Terms and Conditions set forth in Part I of this lease, the unit located at:_____ _____ to be occupied exclusively as the private residence by the tenant and tenant household.

2. **Household Composition:** The members of the household are composed of the individuals listed below. Additions and deletions after initial execution of the lease are to be recorded below as they are approved. PHA approved live-in aides are not listed on this lease, as they are not party of the lease.

Name	Relationship	Date of Birth	Last 4 of SSN	Add or Delete	HoH Signature	PHA Signature	Date of Change
1.	HoH						
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 $_____.

   A utility reimbursement, if applicable, (prorated for partial month) shall be paid the utility supplier of the tenant's choice.

   Thereafter, rent in the amount of $_____per month shall be payable in advance on the 1st day of each month, and shall be delinquent after the 6th day of said month.

   ☐ This is the flat rent for the unit

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

5. **Payments:** A charge of 5% shall be due and payable for all rent payments not received within the first six (6) days of the month. Repeated late payment of rent shall be considered grounds for termination of this lease.

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6. **Utilities and Appliances:**

   The following checked utilities are furnished and paid by the PHA as part of the tenant rent:

   ☐ Electricity ☐ Natural Gas ☐ Heating Fuel

   ☐ Water ☐ Sewer ☐ Trash Collection ☐ Other:

   The following checked utilities are paid by the tenant:

   ☐ Electricity ☐ Natural Gas ☐ Heating Fuel

   ☐ Water ☐ Sewer ☐ Trash Collection ☐ Other:

   The following checked appliances are supplied by the PHA as part of the tenant rent:

   ☐ Refrigerator ☐ Stove ☐ Other:

7. **Utility Allowance:** If the tenant pays for any utilities directly to the supplier, the PHA will provide a utility allowance in the amount of $_____. If the 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 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 unit.

☐ Freezer	☐ Extra Refrigerator
☐ Second TV	☐ Electrical Space Heater
☐ Washer	☐ Other:
☐ Dryer	

9. **Security Deposit:** The 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 the 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

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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 the tenant's signature below, the tenant and all household members agree to the terms and conditions of Part I and II of this lease and all additional documents made a part of the lease by reference. *This lease must be executed by all household members aged 18 and older.*

16. 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 Maryland.

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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_____

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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 the tenant with the following attachments and information:

☐ Part I of this Lease Agreement	☐ Pet Policy ☐ Pet Agreement
☐ Applicant/Tenant Certification	☐ Assistance Animal Policy ☐ Assistance Animal Agreement
☐ Grievance Procedures	☐ Community Service and Self-Sufficiency Requirements
☐ Smoke-Free Policy	☐ Family Choice of Rent
☐ Lead Hazard Information Pamphlet	☐ Security Deposit Payment Agreement
☐ Lead Disclosure Addendum, if applicable	☐ Schedule of Repairs and Other Charges (which may be updated by posting)
☐ House Rules	☐ VAWA Notice of Occupancy Rights and Certification Forms
☐ Housekeeping Policy	☐ Live-in-Aid Lease Addendum
☐ Other	

References

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 (ACOP)
Utility Allowance Schedule
Flat Rent Schedule
Other

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PART III. DISCLOSURE FORM FOR TARGET HOUSING RENTALS AND LEASES

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

A. 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.

B. LESSOR'S DISCLOSURE (INITIAL)

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

☐ 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) Lessee has received the pamphlet *Protect Your Family From Lead in Your Home*.

D. AGENT'S ACKNOWLEDGMENT (INITIAL)

_____ (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.

E. 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

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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.

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