

RESIDENTIAL LEASE AGREEMENT: TERMS AND CONDITIONS HOUSING AUTHORITY OF THE CITY OF BLOOMINGTON, INDIANA

THIS LEASE AGREEMENT (called the "Lease") is between the Housing Authority of the City of Bloomington (Called "BHA") and Tenant named in Part II of this lease (called "Tenant").

Part I

I. Description of the Parties and Premises:

- a) BHA, using data provided by Tenant about income, family composition, and needs, leases to Tenant, the property (called "premises" or "dwelling unit") described in Part II of this Lease Agreement, subject to the terms and conditions contained in this lease.
- b) Premises must be used as the only private residence of the Tenant and the family members named on Part II of the Lease. The BHA may, by prior written approval, consent to Tenant's use of the unit for legal profit-making activities subject to the BHA's policy on such activities.
- c) Any additions to the household members named on the lease, including Live-in Aides and foster children, **but excluding natural births, adoptions**, and court awarded custody require the advance written approval of BHA. Such approval will be granted only if the new family members pass BHA's screening criteria and a unit of the appropriate size is available. Permission to add Live-in Aides and foster children shall not be unreasonably refused. Tenant agrees to wait for BHA's approval before allowing additional persons to move into the Premises. Failure on the part of Tenant to comply with this provision is a serious violation of the material terms of the lease, for which BHA may terminate the lease in accordance with Section XV.
- d) Tenant shall report deletions (for any reason) from the household members named on the lease to the BHA in writing, within **10 days** of the occurrence.

II. Lease and Amount of Rent

- a) **Unless otherwise modified or terminated in accordance with Section XV, this Lease shall automatically be renewed for successive terms of one calendar year.** The rent amount is stated in Part II of this Lease. Rent shall remain in effect unless adjusted by the BHA in accordance with Section VII herein. The amount of the Total Tenant Payment and Tenant Rent shall be determined by the BHA in compliance with HUD regulations and requirements and in accordance with BHA's Admissions and Occupancy Policy.
- b) **Rent is DUE and PAYABLE in advance on the first day of each month and shall be considered delinquent after the Fifth calendar day of the month.** Rent may include utilities as described in Section VI below, and includes all maintenance services due to normal wear and tear. When BHA makes any change in the amount of Total Tenant Payment or Tenant Rent, BHA shall give written notice to Tenant. The notice shall state the new amount, and the date from which the new amount is applicable. Rent re-determinations are subject to the Administrative Grievance Procedure. The notice shall also state that Tenant may ask for an explanation of how the amount is computed by BHA. If Tenant asks for an explanation, BHA shall respond in a reasonable time (10 days).

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

- a) **Maintenance costs** -- The cost for services or repairs due to **intentional or negligent** damage to the dwelling unit, common areas or grounds beyond normal wear and tear caused by Tenant, household members or by guests. When BHA determines that needed maintenance is not caused by normal wear and tear, Tenant shall be charged for the cost of such service, either in accordance with the Schedule of Maintenance Charges posted by BHA or (for work not listed on the Schedule of Maintenance Charges)

based on the actual cost to BHA for the labor and materials needed to complete the work. If overtime work is required, overtime rates shall be charged.

- b) **Excess Utility Charges** -- Utilities are provided by BHA, therefore a charge shall be assessed for excess utility consumption due to the operation of major tenant-supplied appliances as stated on page 12 part 6.
- c) **Late Charges** -- A charge of **\$10.00** per month late fee for rent or other charges paid after **the fifth calendar day of the month** will be added to Tenant charges. BHA shall provide written notice of the amount of any charge in addition to Tenant Rent, and when the charge is due. Charges in addition to rent are due no later than two weeks after Tenant receives BHA's written notice of the charge.

IV. Payment Location: Rent and other charges can be paid at the Main Office located at 1007 N. Summit St. Bloomington IN 47404. BHA will not accept cash. Tenants who have submitted a check that is returned for insufficient funds shall be required to make all future payments by cashier's check or money order.

V. Security Deposit

- a) **Tenant Responsibilities:** Tenant agrees to pay an amount of \$150.00. The dollar amount of the security deposit is noted on Part II of this Residential Lease.
- b) **BHA's Responsibilities:** BHA will use the Security Deposit at the termination of this Lease:
 - 1) To pay the cost of any rent or any other charges owed by Tenant at the termination of this Lease.
 - 2) To reimburse the cost of repairing any intentional or negligent damages to the dwelling unit caused by Tenant, household members or guests. The Security Deposit may not be used to pay rent or other charges while Tenant occupies the dwelling unit. No refund of the Security Deposit will be made until Tenant has vacated, and BHA has inspected the dwelling unit. The return of a security deposit shall occur within 30 days after Tenant moves out, if applicable. BHA agrees to return the Security Deposit, if any, to Tenant when he/she vacates, less any deductions for any costs indicated above, so long as Tenant furnishes BHA with a forwarding address. If any deductions are made, BHA will furnish Tenant with a written statement of any such costs for damages and/or other charges deducted from the Security Deposit.

VI. Utilities and Appliances

- a) **BHA Supplied Utilities:** BHA will supply electricity, natural gas, water, sewer service, and trash collection. BHA will not be liable for the failure to supply utility service for any cause whatsoever beyond its control. BHA will provide a cooking range and refrigerator. Other major electrical appliances, freezers, extra refrigerators, washers, dryers, etc., may be installed and operated only with the written approval of BHA. A monthly service charge will be payable by Tenant for the electricity used in the operation of such appliances, as shown on the Schedule posted in the BHA Office. Tanning beds and plant lights are not allowed.
- b) **Tenant Responsibilities:** Tenant agrees not to waste the utilities provided by BHA; this includes keeping windows and doors shut while the furnace or air conditioners are operating and to comply with any applicable law, regulation, or guideline of any governmental entity regulating utilities or fuels. Tenant also agrees to abide by any local ordinance or House Rules restricting or prohibiting the use of space heaters in multi-dwelling units.

VII. Occupancy Terms and Conditions: The following terms and conditions of occupancy are made a part of the Lease.

- a) **Use and Occupancy of Dwelling:** Tenant shall have the right to exclusive use and occupancy of the dwelling unit for Tenant and other household members listed on the lease. With the prior written consent of BHA, members of the household may engage in legal profit making activities in the dwelling unit.

- b) **Ability to comply with Lease terms:** If, during the term of this Lease, Tenant, by reason of physical or mental impairment is no longer able to comply with the material provisions of this lease, and cannot make arrangements for someone to aid him/her in complying with the lease, and BHA cannot make any reasonable accommodation that would enable Tenant to comply with the lease, the BHA will terminate the Lease. At the time of admission, all Tenants must identify on HUD form 92006 the family member(s) to be contacted if they become unable to comply with lease terms.
- c) **Re-determination of Rent, Dwelling Size, and Eligibility:** The rent amount as fixed in Part II of the Lease Agreement is due each month until changed as described below.
- 1) The **status** of each family is to be re-examined **at least once a year**. Tenants paying **Flat Rent** shall have their incomes reexamined every **three years**. At the annual recertification Tenant shall certify to compliance with the **8** hour per month community service requirement, if applicable. Tenant promises to supply BHA, when requested, with accurate information about: family composition, age of family members, income and source of income of all family members, assets, community service activities, and related information necessary to determine eligibility, annual income, adjusted income, and rent. (The BHA will also be using Upfront Income Verification. This is automated information provided to the Housing Authority from HUD.) Failure to supply such information when requested is a serious violation of the terms of the lease and BHA may terminate the lease. All information must be verified. Tenant agrees to comply with BHA requests for verification by signing releases for third-party sources, presenting documents for review, or providing other suitable forms of verification. BHA shall give Tenant reasonable notice of what actions Tenant must take, and of the date by which any such action must be taken for compliance under this section. This information will be used by BHA to decide whether the amount of the rent should be changed, and whether the dwelling size is still appropriate for Tenant's needs. This determination will be made in accordance with the Admissions and Continued Occupancy Policy, which is publicly posted in the BHA Office. A copy of the policies can be furnished on request **at the expense of the person making the request**.
 - 2) Rent will not change during the period between regular re-examinations, **UNLESS** during such period:
 - a) Tenant can verify a change in his/her circumstances (such as decline in or loss of income) that would justify a reduction in rent, except that rent shall not be reduced because a tenant's TANF grant is reduced because Tenant committed welfare fraud or failed to comply with a welfare department economic self-sufficiency requirement. If a reduction is granted, Tenant must report subsequent increases in income **within 10 days** of the occurrence, until the next scheduled re-examination. **(Failure to report within the 10 days may result in a retroactive rent charge.)**
 - b) If it is found that Tenant has misrepresented the facts upon which the rent is based so that the rent Tenant is paying is less than the rent that he/she should have been charged, the BHA then may apply an increase in rent retroactive to the first of the month following the month in which the misrepresentation occurred.
 - c) Rent formulas or procedures are changed by Federal law or regulation.
 - d) Rent Adjustments: Tenant will be notified in writing of any rent adjustment due to the situations described above; all notices will state the effective date of the rent adjustment.
 - 3) All changes in family composition must be reported to the Property Manager within **10 days** of the occurrence. Failure to report within the **10 days** may result in a retroactive rent charge.
 - a) In the case of a rent decrease, the adjustment will become effective on the first day of the month following the change in circumstances, provided Tenant reported the change in a timely manner, as specified above.
 - b) In the case of a rent increase, when an increase in income occurs after a prior rent reduction and is reported within **10 calendar days** of the occurrence, the increase will become effective the first day of the **2nd** month following the month in which the change was reported.
 - 4) In the case of a rent increase due to misrepresentation, failure to report a change in family composition, or failure to report an increase in income (after a reduction in rent per the fixed rent policy), BHA shall apply

the increase in rent retroactive to the first day of the month following the month in which the misrepresentation occurred.

VIII. Transfers

- 1) Tenant agrees that if BHA determines that the size or design of the dwelling unit is no longer appropriate to Tenant's needs, BHA shall send Tenant written notice. Tenant further agrees to accept a new lease for a different dwelling unit of the appropriate size or design.
- 2) BHA may move a Tenant into another unit if it is determined necessary to rehabilitate or demolish Tenant's unit.
- 3) If a Tenant makes a written request for special unit features in support of a documented disability, BHA shall modify Tenant's existing unit. If the cost and extent of the modifications needed are tantamount to those required for a fully accessible unit, BHA may transfer Tenant to another unit with the features requested at BHA's expense.
- 4) A tenant without disabilities that is housed in a unit with special features must transfer to a unit without such features should a Tenant with disabilities need the unit.
- 5) In the case of involuntary transfers, Tenant shall be required to move into the dwelling unit made available by BHA. Tenant shall be given **15 days** in which to move following delivery of a transfer notice. If Tenant refuses to move, BHA may terminate the Lease.
- 6) Involuntary transfers are subject to the Grievance Procedure, and no such transfers may be made until either the time to request a Grievance has expired or the procedure has been completed.
- 7) BHA will consider any Tenant requests for transfers in accordance with the transfer priorities established in the Admissions and Continued Occupancy Policies.

IX. VAWA-Domestic Violence, Dating Violence, Stalking. The following provisions are applicable to situations involving incidents involving actual or threatened domestic violence, dating violence, or stalking, as those terms are defined in Section 6(u)(3) of the United States Housing Act of 1937, as amended, (42 U.S.C. §1437d(u)(3)) and in BHA's Violence Against Women Act (VAWA) Policy. To the extent any provision of this section shall vary from or contradict any other provision of this lease, the provisions of this section shall prevail.

A. Termination of tenancy

- 1) An incident or incidents of actual or threatened domestic violence, dating violence, or stalking shall not constitute a serious or repeated violation of the lease by the victim of such violence; and
- 2) Criminal activity directly relating to domestic violence, dating violence or stalking, engaged in by a member of the tenant's household, a guest, or other person under the tenant's control, shall not be cause for termination of tenancy or occupancy rights, if the Tenant or any member of the Tenant's family is a victim of that domestic violence, dating violence, or stalking.
- 3) Notwithstanding anything to the contrary contained in paragraphs A.1 and A.2. above, BHA may terminate Tenant's tenancy under this lease if it can demonstrate an actual and imminent threat to other tenants or to those employed at or providing service to the development in which the unit is located, if the tenant's tenancy is not terminated.
- 4) Further, nothing in this section shall prohibit BHA from terminating tenancy under this lease based on a violation of this lease not premised on an act or acts of domestic violence, dating violence, or stalking against the tenant or a member of the tenant's household for which protection against termination of tenancy is given in paragraphs A.1 and A.2 above. However, in taking any such action to terminate tenancy, BHA shall not apply a more demanding standard to Tenant than to other tenants.

B. Bifurcation of Lease. Under the authority provided in Section 6(l) (6)(B) of the United States Housing Act of 1937, as amended (42 U.S.C. §1437d(l)(6)(B)), BHA may bifurcate this lease in order to evict, remove, or terminate assistance to any individual who is a Tenant or a lawful occupant under this lease and who engages in criminal acts of physical violence against family members or others. BHA may take such action without evicting, removing, terminating assistance to, or otherwise penalizing a victim of such violence who is the Tenant or a lawful occupant under this lease.

C. Certification. If the Tenant or a lawful occupant, as a defense to termination of tenancy or an action to evict, claims protection under this section against such action, BHA may (but is not required to) request the individual to deliver to BHA a certification. The certification may be delivered in one of the following forms:

- 1) A HUD-approved form (supplied by BHA) attesting that the individual is a victim of domestic violence, dating violence, or stalking and that the incident or incidents in question are bona fide incidents of such actual or threatened abuse and meet the requirements of this section, or
- 2) Documentation signed by an employee, agent or volunteer of a victim service provider, an attorney, or a medical professional, from whom the victim has sought assistance in addressing domestic violence, dating violence, or stalking or the effects of the abuse, in which the professional attests under penalty of perjury to the professional's belief that the incident or incidents in question are bona fide incidents of abuse, and the victim has signed or attested to the documentation, or
- 3) A federal, State, tribal, or local police report or court record, describing the incident or incidents in question.
- 4) The certification must be delivered to BHA within 14 days after the request for certification is made from BHA. If the certification is not delivered to BHA within the 14-day period allowed, the provisions of this section will not apply and BHA may elect to terminate tenancy and evict without regard to the protections provided in this section.

D. Confidentiality. The law requires that information provided to BHA concerning an incident of domestic violence, dating violence, or stalking be retained in confidence, not placed in any shared data base nor provided to a related entity, except to the extent disclosure requested or consented to by the individual supplying such information, or required for use in an eviction proceeding, or otherwise required by applicable law.

X. BHA Obligations. BHA shall be obligated:

- a) To maintain the dwelling unit and the common areas and grounds in decent, safe and sanitary condition;
- b) To comply with the requirements of applicable building codes, housing codes, and HUD regulations materially affecting health and safety;
- c) To make necessary repairs to the dwelling unit;
- d) To keep buildings, facilities, and common areas, not otherwise assigned to Tenant for maintenance and upkeep, in a clean and safe condition;
- e) To maintain in good and safe working order and condition electrical, plumbing, sanitary, heating, ventilating, and other facilities and appliances;
- f) To provide and maintain appropriate receptacles and facilities (except container for the exclusive use of an individual tenant family) for the deposit of garbage, rubbish, and other waste removed from the premise by Tenant as required by this Lease;
- g) To supply running water and reasonable amounts of hot water and reasonable amount of heat at appropriate times of the year according to local custom and usage; EXCEPT where the building that includes the dwelling unit is not required to be equipped for that purpose;
- h) To notify Tenant of the specific grounds for any proposed adverse action by BHA. (Such adverse action includes, but is not limited to: a proposed lease termination, transfer of Tenant to another unit, change in amount of rent, or imposition of charges for maintenance and repair, or for excess consumption of utilities.) When BHA is required to afford Tenant the opportunity for a hearing under the BHA grievance procedure for a grievance concerning a proposed adverse action, the BHA will comply with Chapter 14 of the Admissions and Continued Occupancy Policy, including:
 - 1) The Notice of the proposed adverse action shall inform Tenant of the right to request such hearing. In the case of lease termination, a notice of lease termination that complies with 966.4(l) (3) shall constitute adequate notice of proposed adverse action.
 - 2) In the case of a proposed adverse action other than a proposed lease termination, BHA shall not take the proposed action until time to request such a hearing has expired or (if hearing was timely requested) the grievance process has been completed.
 - 3) The grievance hearing must be conducted by an impartial person or persons appointed by the PHA, other than the person who made or approved the PHA action under review, or a subordinate of such person.

BHA grievance hearings will be conducted by a single hearing officer and not a panel. All grievance procedures will follow Chapter 14 of the Admissions and Continued Occupancy Policy.

XI. Tenant's Obligations: Tenant shall be obligated:

- a) Not to assign the Lease, nor sublease the dwelling unit;
- b) Not to give accommodation to boarders or lodgers;
- c) Not to give accommodation to long term guests (**in excess of 14 days**) without the advance written consent of BHA;
- d) To use the dwelling unit solely as a private dwelling for Tenant and Tenant's household as identified in PART II of the Lease, and not to use or permit its use for any other purpose. This provision does not exclude the care of foster children or live-in care of a member of Tenant's family, provided the accommodation of such persons conforms to BHA's Occupancy standards, and so long as BHA has granted prior written approval for the foster child(ren), or live-in aide to reside in the unit;
- e) To abide by necessary and reasonable regulations promulgated by BHA for the benefit and well-being of the housing complex and Tenants. These regulations shall be posted in a conspicuous manner in the BHA office and incorporated by reference in this Lease. Violation of such regulations constitutes a violation of the Lease;
- f) To comply with the requirements of applicable state and local building or housing codes, materially affecting health and/or safety of Tenant and household;
- g) To keep the dwelling unit and other such areas as may be assigned to Tenant for exclusive use in a clean and safe condition. This includes keeping front and rear entrances and walkways for the exclusive use of Tenant, free from graffiti of any kind, hazards, trash, and keeping the yard free of debris and litter. Exceptions to this requirement may be made for Tenants who have no household members able to perform such tasks because of age or disability;
- h) To dispose of all garbage, rubbish, and other waste from the dwelling unit in a sanitary and safe manner only in containers approved or provided by BHA. Only adult members of the household are allowed to use dumpsters, or trash compactors. To refrain from, and cause members of Tenant's household or guest to refrain from, littering or leaving trash and debris in common areas;
- i) To use only in a reasonable manner all electrical, sanitary, heating, ventilating, air-conditioning, and other facilities and appurtenances;
- j) To refrain from, or to cause household members and guests to refrain from destroying, defacing, damaging, or removing any part of dwelling unit or project;
- k) To pay reasonable charges (other than for wear and tear) for the repair of damages to the dwelling unit, BHA buildings, facilities, or common areas caused by Tenant, household members or guests;
- l) To act, and cause household members or guests to act in a manner that will:
 - 1) Not disturb other residents' peaceful enjoyment of their accommodations; and
 - 2) Be conducive to maintaining all BHA properties in a decent, safe, and sanitary condition.
- m) To assure that Tenant, any member of the household, a guest, or another person under Tenant's control, shall not engage in:
 - 1) **Any criminal activity on or off BHA premises not just on or near the premises that threatens the health, safety, or right to peaceful enjoyment of BHA's public housing premises by other residents or employees of BHA, or;**
 - 2) **Any drug-related criminal activity on or off BHA premises not just on or near the premises. Any criminal activity in violation of the preceding sentence shall be cause for termination of tenancy, and for eviction from the unit. (For the purposes of this lease, the term drug-related **criminal activity means the illegal possession, manufacture, sale, distribution, use or possession with intent to manufacture, sell, distribute, or use, of a controlled substance as defined in Section 102 of the Controlled Substances Act.****
 - 3) **Any violent criminal activity on or off BHA premises not just on or near (for the purposes of this lease, the term violent criminal activity means any battery, assault, rape, attempted murder or murder.)**
- n) **To make no alterations or repairs or redecorations to the interior of the dwelling unit or to the equipment, nor to install additional equipment or major appliances, including ceiling fans, water beds, tanning beds, plant lights, or wallpaper without written consent of BHA.** To make no changes to locks or install new locks on exterior doors without BHA's written approval. To use no nails, tacks, screws, brackets, or fasteners on any part of the dwelling unit (a reasonable number of picture hangers accepted) without authorization by BHA;

- o) To give prompt prior notice to BHA, in accordance with Section XIV hereof, of Tenant's leaving dwelling unit unoccupied for any period **exceeding thirty (30) days**;
- p) To act in a cooperative manner with neighbors and BHA Staff. To refrain from and cause members of Tenant's household or guests to refrain from acting or speaking in an abusive or threatening manner toward neighbors and BHA staff;
- q) Not to display, use, or possess or allow members of Tenant's household or guests to display, use or possess any firearms, BB guns, slingshots or arrows (operable or inoperable) or other illegal weapons as defined by the laws and courts of the State of Indiana anywhere on the property of BHA;
- r) To take reasonable precautions to prevent fires, to refrain from storing or keeping highly volatile or flammable materials upon the premises. No outside burners other than grills are allowed;
- s) To avoid obstructing sidewalks, areaways, galleries, passages, or stairs, and to avoid using these for purposes other than going in and out of the dwelling unit;
- t) To refrain from erecting or hanging radio, television antennas, or satellite dishes on or from any part of the dwelling unit, cable is allowed;
- u) To refrain from placing signs of any type in or about the dwelling except those allowed under applicable zoning ordinances and then only after having received written permission of BHA;
- v) To refrain from, and cause members of Tenant's household to refrain from keeping, maintaining, harboring, or boarding any animal of any nature in the dwelling unit except in accordance with the BHA's pet policy, unless a verified disability warrants the possession of a service animal or companion animal;
- w) To remove from BHA property any vehicles without valid registration and plates. To refrain from parking any vehicles in any right-of-way or fire lane designated and marked by BHA. Any inoperable or unlicensed vehicle as described above will be removed from BHA property at Tenant's expense. Automobile repairs are not permitted on BHA property;
- x) To remove any personal property left on BHA property when Tenant leaves, abandons or surrenders the dwelling unit. Property left for more than **30 days** shall be considered abandoned and will be disposed of by BHA. Costs for storage and disposal shall be assessed against the former tenant;
- y) To use reasonable care to keep the dwelling unit in such condition as to ensure proper health and sanitation standards for Tenant, household members and neighbors. **TENANT SHALL NOTIFY THE BHA PROMPTLY OF KNOWN NEED FOR REPAIRS TO THEIR DWELLING UNIT**, and of known unsafe or unsanitary conditions in the dwelling unit or in common areas and grounds of the Project. Tenant's failure to report the need for repairs in a timely manner shall be considered to contribute to any damage that occurs;
- z) Not to commit any fraud in connection with any Federal housing assistance program;
- aa) Not to receive assistance for occupancy of any other unit assisted under any Federal housing assistance program during the term of the lease;
- bb) For each adult in the Tenant household to perform at least **8 hours per month** of qualifying community service (as specified by the BHA) unless the requirement is waived due to age, disability, or the fact that an adult is excused from this requirement because he/she is working, attending an educational institution, or participating in some other qualified training program;
- cc) Swimming pools/wading pools, basketball goals and swing sets/slides may not be placed upon the property of the BHA;
- dd) To store all barbecue grills in sheds or outside storage areas, not on sidewalks or porches;
- ee) To permit pest control treatments monthly or as needed at the BHA's discretion. Residents are notified of the treatment schedule at lease signing; Residents must prepare their unit and otherwise comply with BHA employees or contractors instructions for pest control;
- ff) To not allow any person who has been issued a no trespass order by the BHA to have access to the unit, common areas or BHA property, and;
- gg) To meet with Management when Management requests to discuss any matter affecting the Lease or the resident's tenancy.

XII. Defects Hazardous to Life, Health or Safety: In the event that the dwelling unit is damaged to the extent that conditions are created that are hazardous to the life, health, or safety of the occupants:

- a) BHA Responsibilities:

- 1) BHA shall be responsible for repair of the unit within a reasonable period of time after receiving notice from Tenant, if the damage was caused by Tenant, household members, or guests, the reasonable cost of the repairs shall be charged to Tenant;
- 2) BHA shall offer Tenant a replacement dwelling unit if available, if the necessary repairs cannot be made within a reasonable time. BHA is not required to offer Tenant a replacement unit if Tenant, household members, or guests caused the hazardous condition;
- 3) Tenant shall accept any replacement unit offered by BHA;
- 4) In the event BHA, as described above cannot make repairs, and alternative accommodations are unavailable, then rent shall abate in proportion to the seriousness of the damage and loss in value as a dwelling. No abatement of rent shall occur if Tenant rejects alternative accommodations or if Tenant, household members, or guests caused the damage;
- 5) If BHA determines that the dwelling unit is inhabitable because of imminent danger to the life, health, and safety of Tenant and Tenant refuses alternative accommodations, this Lease shall be terminated, and any rent paid will be refunded to Tenant.

b) Tenant Responsibilities:

- 1) Tenant shall immediately notify the BHA of the damage and intent to abate rent, when the damage is or becomes sufficiently severe that Tenant believes he/she is justified in abating rent;
- 2) Tenant agrees to continue to pay full rent, less the abated portion agreed upon by BHA, during the time in which the defect remains uncorrected.

XIII. Move-in and Move-out Inspections

- (a) Move-in Inspection: BHA and Tenant or the Tenant's representative shall inspect the dwelling unit prior to occupancy by Tenant. BHA will give Tenant a written statement of the condition of the dwelling unit, both inside and outside, and note any equipment provided with the unit. The statement shall be signed by BHA and Tenant and a copy of the statement retained in Tenant's folder. The BHA will correct any deficiencies noted on the inspection report, at no charge to Tenant.
- (b) Move-out Inspection: BHA will inspect the unit at the time Tenant vacates and give Tenant a written statement of the charges, if any, for which Tenant is responsible. Tenant and/or representative may join in such inspection.

XIV. Entry of Premises during Tenancy

a) BHA's Responsibilities:

- 1) BHA shall give Tenant at least **48** hours written notice that BHA intends to enter the unit. BHA may enter only at reasonable times.
- 2) BHA may enter Tenant's dwelling unit at any time without advance notification when there is reasonable cause to believe that an emergency exists.
- 3) If Tenant and all adult members of the household are absent from the dwelling unit at the time of entry, BHA shall leave in the dwelling unit a written statement specifying the date, time and purpose of entry prior to leaving the dwelling unit.

b) Tenant Responsibilities:

- 1) Tenant agrees that the duly authorized agent, employee, or contractor of BHA will be permitted to enter Tenant's dwelling during reasonable hours (8:00A.M. to 5:00P.M.) for the purpose of performing routine maintenance, making improvements or repairs, inspecting the unit, or showing the unit for releasing.
- 2) When Tenant notifies to request maintenance on the unit, BHA shall attempt to provide such maintenance at a time convenient to Tenant. If Tenant is absent from the dwelling unit when BHA comes to perform maintenance, the Tenant's request for maintenance shall constitute permission to enter.

XV. Notice Procedures

a) BHA Responsibility –

- 1) Notice to Tenant must be in writing, delivered to Tenant or to any adult member of the household residing in the dwelling unit, or sent by first-class mail addressed to Tenant;
- 2) If Tenant is visually impaired, all notices will be in an accessible format.

b) Tenant Responsibility—

- 1) Any notice to BHA must be in writing, delivered to the BHA Office or sent by prepaid first-class mail, properly addressed. Unopened, canceled, first class mail returned by the Post Office shall be sufficient evidence that notice was given.

XVI. Termination of the Lease:

- a) In terminating the Lease, the following procedures shall be followed by BHA and Tenant: This Lease may be terminated for serious or repeated violations of material terms of the Lease, such as failure to make payments due under the lease or to fulfill Tenant obligations set forth in section X above, or for other good cause. Serious or repeated violation of terms **shall include but are not be limited to:**

- 1) The failure to pay rent or other payments when due;
- 2) Repeated late payment, which shall be defined as failure to pay the amount of rent or other charges due by the fifth of the month. Four (4) such late payments within a **twelve (12) month period** shall constitute a repeated late payment;
- 3) If eviction has been filed through the court more than once in a twelve (12) month period, late payments will not be accepted and termination procedures will be enforced;
- 4) Failure to pay Excess utilities;
- 5) Misrepresentation of family income, assets, or composition;
- 6) Failure to supply, in a timely fashion, any certification, release, information, or documentation on Family income or composition needed to process annual reexaminations or interim redeterminations;
- 7) Serious or repeated damage to the dwelling unit, creation of physical hazards in the unit, common areas, grounds, or parking areas of any BHA site;
- 8) Criminal activity on or off BHA premises not just on or near the premises, by Tenant, household member, guest, or other person under Tenant's control, including drug related criminal activity, any criminal activity violent in nature, and any criminal activity that threatens the health, safety or right to peaceful enjoyment of BHA's public housing premises by other residents;
- 9) Offensive weapons or illegal drugs seized in a BHA unit by a law enforcement officer;
- 10) Any fire on BHA premises caused by carelessness or unattended cooking.

- b) BHA shall give written notice of the proposed termination of the Lease within:

- 1) **14 days** in the case of failure to pay rent;
- 2) A reasonable time, but not to exceed **thirty(30) days**, considering the seriousness of the situation but less than 30 days when the health or safety of other tenants or BHA staff is threatened;
- 3) **30 days** in any other case.

- c) The notice of termination shall state:

- 1) The notice of termination to Tenant shall state specific reasons for the termination, shall inform Tenant of his/her right to make such reply as he/she may wish, and Tenant's right to examine BHA documents directly relevant to the termination or eviction;
- 2) When BHA is required to offer Tenant the opportunity for a grievance hearing, the notice shall also inform Tenant of the right to request such a hearing in accordance with BHA's grievance procedures;
- 3) Any notice to vacate (or quit) that is required by State or local law may be combined with, or run concurrently with the notice of lease termination under this section. The Notice to Vacate must be in writing, and specify that if Tenant fails to leave the premises within the applicable statutory period,

appropriate action will be brought against Tenant, and Tenant may be required to pay the costs of court and attorney's fees;

- 4) When BHA is required to offer Tenant the opportunity for a grievance hearing concerning the lease termination under BHA's grievance procedure, the tenancy shall not terminate (even if any Notice to Vacate under State of local law has expired) until the period to request a hearing has expired, or (if a hearing is requested) the grievance process has been completed;
- 5) When BHA is not required to offer Tenant the opportunity for a hearing under the grievance procedure and BHA has decided to exclude such grievance for BHA grievance procedure, the notice of lease termination shall (a) state that Tenant is not entitled to a grievance hearing on the termination; (b) specify the judicial eviction procedure to be used by BHA for eviction and state that HUD has determined that this eviction procedure provides the opportunity for a hearing in a court that contains the basic elements of due process as defined in HUD regulations; and (c) state whether the eviction is for a criminal activity that threatens health or safety of residents or staff or for drug-related criminal activity;
- 6) BHA may evict Tenant from the unit only by bringing a court action.

d) Tenant may terminate this Lease at any time by giving **15 days written notice**.

e) In deciding to evict for criminal activity, BHA shall have discretion to consider (or not to consider) all of the circumstances of the case, including the seriousness of the offense, the extent of participation by or awareness of family members, and the effects that the eviction would have both on family members not involved in the proscribed activity and on the family's neighbors. In appropriate cases, BHA may permit continued occupancy by remaining family members and may impose a condition that family members who engaged in the proscribed activity will neither reside in nor visit the unit. BHA may require a family member who has engaged in the illegal use of drugs to present credible evidence of successful completion of a treatment program as a condition to being allowed to reside in the unit.

f) When the BHA evicts a Tenant from a dwelling unit for criminal activity BHA shall notify the local post office serving that dwelling unit that such individual or family is no longer residing in the unit so the post office will stop mail delivery for such persons and they will have no reason to return to the unit.

XVII. Waiver: No delay or failure by BHA in exercising any right under this lease agreement, and no partial or single exercise of any such right shall constitute a waiver (post or prospective) of that or any other right, unless otherwise expressly provided herein.

XVIII. Housekeeping Standards: In an effort to improve the livability and conditions of the apartments owned and managed by BHA, uniform standards for resident housekeeping have been developed for all tenant families.

a) BHA Responsibility: The standards below will be applied fairly and uniformly to all Tenants. BHA will inspect each unit at least annually, to determine compliance with these standards. Upon completion of an inspection BHA will notify the Tenant in writing if he/she fails to comply with these standards. BHA will advise Tenant of the specific correction(s) required to establish compliance, and indicating that training is available. Within a reasonable period of time a minimum of seven (7) days, BHA will schedule a second inspection. Failure of a second inspection will constitute a violation of the lease terms. Training will be available at no cost to any Tenant requesting or needing assistance in complying with the Housekeeping Standards.

b) Tenant responsibility: Tenant is required to abide by the standards set forth below. **Failure to abide by the Housekeeping Standards that result in the creation or maintenance of a threat to health or safety is a violation of the lease terms and can result in eviction.**

1) Housekeeping Standards: **Inside the Apartment**

- a) Walls: should be clean, free of dirt, grease, holes, cobwebs, and fingerprints. (Wallpaper is prohibited.)
- b) Floors: should be clean, clear, dry and free of hazards.
- c) Ceilings: should be clean and free of cobwebs. (Ceiling fans prohibited.)

- d) Windows: should be clean and not nailed shut. Shades or blinds should be intact (sheets are not allowed as a window covering.)
- e) Woodwork: should be clean, free of dust, gouges, or scratches.
- f) Doors: should be clean, free of grease and fingerprints. Doorstops should be present. Locks must work.
- g) Heating units: should be dusted and have uncluttered access.
- h) Trash: shall be disposed of properly and not left in the unit.
- i) Entire unit should be free of rodent or insect infestation (including fleas).
- j) Stove: should be clean and free of food and grease.
- k) Refrigerator: should be clean. Freezer door should close properly and freezer have no more than one inch of ice.
- l) Cabinets: should be clean and neat. Cabinet surfaces and countertop should be free of grease and spilled food. Cabinets should not be overloaded. Storage under the sink should be limited to small or lightweight items to permit access for repairs. Heavy pots and pans should not be stored under the sink.
- m) Exhaust Fan: should be free of grease and dust.
- n) Sink: should be clean, free of grease and garbage. Dirty dishes should be washed and put away in a timely manner.
- o) Food storage areas: should be neat and clean without spilled food.
- p) Trash/garbage: should be stored in a covered container until removed to the disposal area.
- q) Bathroom—
 - 1) Toilet and tank: should be clean and odor free.
 - 2) Tub and shower: should be clean and free of excessive mildew and mold. Where applicable, shower curtains should be in place, and of adequate length.
 - 3) Lavatory: should be clean
 - 4) Exhaust fans: should be free of dust.
 - 5) Floor should be clean and dry.
- r) Storage Areas—
 - 1) Linen closet: should be neat and clean.
 - 2) Other closets: should be neat and clean. No highly volatile or flammable materials should be stored in the unit.
 - 3) Other storage areas: should be clean, neat and free of hazards.

2) Housekeeping Standards: **Outside the Apartment**

The following standards apply to family and scattered site development only; some standards apply only when the area noted is for the exclusive use of Tenant:

- a) Yards: should be free of debris, trash, and abandoned cars. Fences are prohibited. Exterior walls should be free of graffiti.
- b) Porches (front and rear): should be clean and free of hazards. Any items stored on the porch shall not impede access to the unit.
- c) Steps (front and rear): should be clean, and free of hazards.
- d) Sidewalks: should be clean and free of hazards.
- e) Storm doors: should be clean, with glass or screens intact.
- f) Parking lot: should be free of abandoned cars. There should be no car repairs in the lots.
- g) Hallways: should be clean and free of hazards.
- h) Stairwells: should be clean and uncluttered.
- i) Sheds: should be free of debris, motor vehicle parts, and flammable materials.

TENANT AGREES THAT ALL THE PROVISIONS OF THIS LEASE HAVE BEEN READ AND ARE UNDERSTOOD AND FURTHER AGREES TO BE BOUND BY ITS PROVISIONS AND CONDITIONS AS WRITTEN

Part II

- 1) **THIS AGREEMENT** is executed between the Housing Authority (here in called "BHA"), and (herein called the "Tenant"), and becomes effective as of this date: «Move In».
- 2) **Unit:** That the BHA, relying upon the representations of Tenant as to Tenant's income, household composition and housing need, leases to Tenant, (upon Terms and Conditions set forth in Part I of this Lease agreement) the dwelling unit LOCATED at (and hereinafter called the "premises")to be occupied exclusively as a private residence by Tenant and household. The Tenant UNIT ADDRESS is: «Unit Street Number» «Unit Street1» «Unit Street2», «Unit City», «Unit State». «Unit Zip»
- 3) **Household Composition:** The Tenant's household is composed of the individuals listed below. All members of the household over age 18 shall execute (sign) the lease.

Name	Relationship
1. <u>«Member1 Name»</u>	Head
2. <u>«Member 2 Name»</u>	
3. <u>«Member 3 Name»</u>	
4. <u>«Member 4 Name»</u>	

- 4) **Term:** The term of this lease shall be one calendar year, renewed as stipulated in Part I of the Lease.
- 5) **Rent:** The Initial rent will be prorated for partial month. Thereafter, rent in the amount of **\$«Tenant Rent».00** per month shall be payable in advance on the first day of each month, and shall be delinquent after the **fifth (5th) day of said month**. ----- is the flat rent for the Premises. This rent is based on the income and other information reported by the Tenant.
- 6) **Utilities and Appliances:** BHA-Supplied Utilities; the BHA provides the following utilities as part of the rent for the premises: Electricity, Gas, Heat, Water, Sewerage, Trash removal
- 7) BHA shall provide the following appliances for the premises: Cooking Range & Refrigerator
- 8) **Charges for Excess Appliances** Charges for excess appliances are due per the following:
- 9) **Air Conditioners:** An additional charge of **\$15.00 per month in June, July, August, and September** will be payable for each air conditioner in the premises. Other Appliances: an additional charge of **\$10.00 per month** for each of the following resident supplied major appliances including Freezer, Extra Refrigerator, Dishwasher, washer or Dryer:
- 10) **Security Deposit:** Tenant agrees to pay as a security deposit **\$150.00.** See Part I of this lease for information on treatment of the Security Deposit.
- 11) **Lead Safety:** The BHA shall provide Tenant with a Lead Hazard Information Pamphlet, and a Lead Disclosure Addendum will be included as an attachment to the lease.
- 12) **Execution:** By Tenant's signature below, Tenant and household 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.

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

TENANT _____ DATE _____

CO-TENANT _____ DATE _____

CO-TENANT _____ DATE _____

MANAGER _____ DATE _____

TENANT'S CERTIFICATION

I, _____ hereby certify that I, and other members of my Household, have not committed any fraud in connection with any federal housing assistance program, unless such fraud was fully disclosed to BHA before execution of the lease, or before BHA 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 BHA in connection with any federal housing assistance program (before and during the lease term) are true and complete to the best of my knowledge and belief.

Tenant's Signature _____ Date _____