

**South Carolina Regional Housing Authority No. 3**

**Barnwell, South Carolina**

**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 the South Carolina Regional Housing Authority No. 3, (called PHA) and Resident named in Part II of this Lease (called Resident).

#### A. Description of Parties and Dwelling Units

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

Resident agrees to wait for PHA approval before allowing additional persons to move into dwelling unit. Failure on the part of the Resident to comply with this provision is a serious violation of the material terms of the Lease, and the PHA may terminate the Lease.

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

#### B. Lease and Amount of Rent

1. Unless otherwise modified or terminated in accordance with Part I, Section P, this Lease shall automatically renew for successive terms of one (1) year. The rent amount is stated in Part II of this Lease. Rent shall remain in effect unless adjusted by the PHA in accordance with Part I, Section G herein. The amount of Total Tenant Payment and Tenant Rent shall be determined by the PHA in compliance with HUD regulations and requirements and in accordance with PHA's Admissions and Continued Occupancy Policy.
2. **Rent is due and payable in advance on the first day of each month and shall be considered delinquent after the fifth (5th) calendar day of the month.** Rent may include utilities as described in Part I, section F below and includes all maintenance services due to normal wear and tear. When PHA makes any change in the amount of Total Tenant Payment or Tenant Rent, PHA shall give written notice to the Resident. The PHA shall give written notice to the Resident in accordance with State law. The notice shall state the new amount and the date from which the new amount is applicable. Rent redeterminations are subject to the Grievance Procedures. The notice shall also state that the Resident may ask for an explanation of how the amount is computed by

the PHA. If Resident asks for an explanation, the PHA shall respond in a reasonable time.

### C. Other Charges

In addition to rent, Resident 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:

1. Maintenance Costs: The cost for services or repairs to the dwelling unit, common areas or grounds beyond normal wear and tear caused by the Resident, household members or guests. The Resident shall be charged for the cost of such service in accordance with the Schedule of Maintenance Charges posted by the PHA or based on the actual cost to PHA for the labor and materials needed to complete the work. If overtime is required, overtime rates will be charged.
2. Surcharge for Excess Usage: At developments where some or all utilities are provided by the PHA, a surcharge shall be assessed for excess consumption usage, including extra consumption due to operation of approved tenant resident-supplied appliances. This surcharge does not apply to Tenants Residents who pay their utilities directly to a utility supplier. [966.4(b)(2)]
3. Installation Charges: A charge will be assessed for installation of Resident air conditioners or approved appliances.
4. Late Charges: A late charge will be assessed for payment of rent or other charges after the due date in accordance with Part II of the Lease Agreement.
5. PHA shall provide written notice of the amount of any charge or surcharge in addition to Tenant Rent and when the charge or surcharge is due. Charges or surcharges, other than rent, are due fourteen (14) days after Resident receives PHA's written notice of the charge or surcharge. Failure to pay surcharges on due date shall be considered a serious violation of the terms of the Lease and shall be grounds for termination of the Lease.
6. Repayment Agreement: The Resident shall be required to pay retroactive rent resulting from, Resident's underreporting or failure to report income, failure to provide adequate documentation, failure to report changes in a timely manner, or misrepresentation of income or family circumstances to the PHA.

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

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

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

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

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

#### D. Payment Location

All payments must be made by check or money order at the Management Office, or mailed to P. O. Box 1326, Barnwell, SC 29812. The PHA will not accept cash payment. There will be a twenty-five dollar (\$25.00) charge on any returned check. Residents who have submitted a returned check will be required to make all further payments by money order or cashier's check.

#### E. Security Deposit

1. Resident Responsibilities Resident 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 Resident vacates the dwelling unit and the premises have been inspected by the PHA, the Security Deposit shall be refunded to the Resident, less any charges for:
  - a) Unpaid rent and other charges;
  - b) Payment of court costs, expenses, and attorney fees incurred in enforcing this Lease or in recovering possession of the dwelling unit unless the Resident prevails in such legal action;
  - c) Cost of non-routine cleaning or repair of the dwelling unit or its equipment;
  - d) Cost of rekeying if keys are not returned to the Management Office;
  - e) Prorated rent if required written notice of intent to vacate is not provided.

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

The return of a Security Deposit, less any amounts owed, shall occur within thirty (30) days after the Resident has vacated. **PHA agrees to return the Security Deposit, if any, to the Resident when he/she vacates, less any deductions for any costs indicated above, so long as Resident furnishes PHA with a forwarding address and thirty (30) days' notice of intent to vacate (written notice not applicable to death during tenancy).** If any deductions are made, PHA will furnish Resident with a written statement of any such deductions from the Security Deposit.

If no forwarding address is provided, the PHA will mail any refund of Security Deposit to the last known address. Resident understands and agrees it is his/her responsibility to provide PHA with a valid forwarding address.

#### F. Appliances and Utilities

1. PHA Supplied Appliances: If indicated by an (X) on Part II of this Lease, PHA will provide the specified appliance. Other major electrical appliances, air conditioners, freezers, extra refrigerators, washers, dryers, etc., may be installed and operated only with the written approval of PHA.

2. **PHA Supplied Utilities:** If indicated by an (X) on Part II of this Lease, PHA will supply the indicated utility. PHA will not be liable for the failure to supply utility service for any cause whatsoever unless the PHA acted intentionally or negligently in not supplying utility services.
3. **Resident-Paid Utilities:** If Resident resides in a development where PHA does not supply electricity, natural gas, heating fuel, water, sewer service, or trash collection, a **Utility Allowance** shall be established, appropriate for the size and type of dwelling unit, for utilities Resident pays directly to the Utility Supplier. The Total Tenant Payment less the Allowance for Utilities equals Tenant Rent. If the Allowance for Utilities exceeds Total Tenant Payment, PHA will pay a Utility Reimbursement. If Resident's actual utility bill exceeds the Allowance for Utilities, Resident shall be responsible for paying the actual bill to the supplier. If Resident's actual utility bill is less than the Utility Allowance, Resident shall receive the benefit of such savings.

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

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

4. Resident agrees not to waste utilities provided by the PHA and to comply with any applicable law, regulation, or guideline of any governmental entity regulating utilities or fuels or restrictions of specific appliances.
5. Illegal tampering with utility metering devices shall be considered a violation and grounds for termination of this Lease.
6. All utilities shall be in the name of the Head of the Household or other adult household member who has signed the Lease.
7. Resident agrees to maintain sufficient heat to prevent freezing of piped water. If for any reason the Resident is unable to maintain sufficient heat, he/she shall immediately notify the PHA. Failure to notify the PHA of frozen or damaged water pipes is grounds for termination of this Lease.

## G. Terms and Conditions

1. **Use and Occupancy of the Dwelling Unit:** Resident shall have the right to exclusive use and occupancy of the dwelling unit for Resident and other household members listed on Part II of this Lease Agreement. With the prior written consent of the PHA, members of the household may engage in legal profitmaking activities in the dwelling unit.

The PHA recognizes the Resident's right to give reasonable accommodation to his/her guests and visitors. The Resident must notify the PHA management when a guest(s)/visitor(s) will be staying overnight up to fourteen (14) days. Exceptions for longer stays may be granted to the Resident for valid reasons which may include but not limited to: Resident's son/daughter home on military leave; Resident's son/daughter on college break during the holidays; care of a relative staying with the Resident to recuperate from a medical procedure; children who are visiting in accordance with visitation privileges subject to a joint custody arrangement. Exceptions may be granted, upon Resident's written request to the PHA, for an extension of this provision. The PHA

will consider granting the exception only if the family can identify and provide documentation of the guest's or visitor's primary residence. If the PHA discovers that the guest or visitor represents the Resident's address as his/her (guest's/visitor's) residence address for the purpose of receiving mail, benefits, or other purposes will be considered an unauthorized occupant of the unit and no future visitation will be approved for this guest/visitor. Guests/visitors who remain with the Resident beyond the visitation extension granted by the PHA will be considered to be occupants and their presence constitutes a violation of the Lease for the Resident.

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

2. Redetermination of Rent, Dwelling Size, and Eligibility: Resident will choose between income-based or flat rent at each annual reexamination. The rent amount as fixed in Part II of this Lease Agreement is due each month until changed as described below:
  - 1) Scheduled Reexaminations
    - (a) The PHA will reexamine family composition annually of families paying flat rent. The PHA will conduct a reexamination of income and deductions at least once every three years of families who have opted to pay flat rent.
    - (b) The PHA will conduct a reexamination of income, deductions and family composition at least once every year of families who choose to pay income-based rent.
    - (c) All adult members of the household must accompany the head of household to the recertification interview.
    - (d) Each non-exempt adult household member must contribute eight (8) hours per month of community service or eight (8) hours per month of participation in an economic self-sufficiency program, or perform a combination of eight (8) hours of community service and participation in an economic self-sufficiency program, or an aggregate total of ninety-six (96) hours completed by each annual reexamination.
  - 2) Resident agrees to supply PHA, when requested, with accurate information about: family composition, age of family members, income and sources of income for all family members, assets, community service activities, and related information necessary to determine eligibility, annual income, adjusted income and rent. Failure to supply such information when requested is a serious violation of the terms of the Lease and shall be grounds for termination of the Lease. All information must be verified by the PHA. Resident agrees to comply with PHA requests for verification by signing releases for third-party verifications, presenting documents for review, or providing other suitable forms of verification. PHA shall give Resident reasonable notice of what actions Resident must take and of the date by which any such action must be taken for compliance under this section. This information will be used by PHA to decide whether the amount of rent should be changed and whether the dwelling size is still appropriate for Resident's needs. This determination will be made in accordance with the Admissions and Continued Occupancy Policy, which is available for review in the PHA office.

- 3) The Resident agrees to pay adjusted rents and back charges, if any, in accordance with the approved Schedule of Rents and Charges and to accept a "Notice of Rent Adjustment" when delivered by the PHA.
3. Rent will not change during the period between regular reexaminations, UNLESS during such period:
  - a) Rent is based on false or incomplete information supplied by the Resident. If it is found that Resident has misrepresented the facts upon which the rent is based so that the rent Resident is paying less than the rent that he/she should have been charged, the PHA will apply an increase in rent retroactive to the first of the month following the date the misrepresentation occurred;
  - b) It is found that an error was made at admission or reexamination. (Resident will not be charged retroactively for errors made by the PHA.);
  - c) It is impossible to verify the Resident's income at the regular reexamination and a temporary rent was charged. Resident agrees to report to the PHA every thirty (30) calendar days until a regular rent can be set. Such rent will be effective the date the temporary rent was set. Any overpayment will be credited to the Resident's account and any underpayment will become due and payable;
  - d) The household income has been reduced for any reason. The Resident must report any and all changes in income within ten (10) calendar days of such change, and rent will be adjusted in accordance with the current PHA Admissions and Continued Occupancy Policy and HUD regulations;
  - e) HUD regulations require an increase;
  - f) Resident can show a change in circumstances, such as loss of employment, emergency, medical costs, etc., or a decline in income that would justify a reduction in rent pursuant to HUD regulations;
  - g) Resident is paying a flat rent and Resident income is reduced and Resident requests a change to the income based rent. Such changes shall occur no more than once between annual reexamination;
  - h) Public Assistance to Resident or household member commences or is terminated. Such change must be reported to the PHA within ten (10) calendar days. **Rent will not be reduced where there is reduction in welfare payments received because of non-compliance with an economic self-sufficiency program and/or fraud in the welfare program.** No determination with respect to rent reduction/non-reduction will occur until the public assistance provider provides written verification of the circumstances of the public assistance change;
  - i) There is a change in the Resident's family composition or income.
4. All changes in family composition must be reported to the PHA within ten (10) calendar days of the occurrence. Failure to report within this timeframe may result in a retroactive rent charge.
5. Rent Adjustments: Resident will be notified in writing of any rent adjustment due to the situations described above; all notices will state the effective date of the rent adjustment.
  - a) In the case of rent decrease, the adjustment will become effective the first (1<sup>st</sup>) day of the month following the date the Resident reported the change.

- b) In the case of rent increase, when an increase in income occurs after a prior rent reduction, and is reported within ten (10) calendar days of the occurrence, the increase will become effective the first day of the second (2<sup>nd</sup>) month following the month in which the change was reported.
  - c) In the case of rent increase due to misrepresentation, failure to report a change in family composition or increase in income (after a reduction in rent per the fixed rent policy), the increase in rent will be retroactive to the first (1<sup>st</sup>) of the month following the month in which the change occurred.
6. Zero Rent or Provisional Rent: If a Resident is placed on zero rent or provisional rent, the Resident must report in person to the PHA every ninety (90) calendar days until a regular income is established. Failure to report to the PHA in person every ninety (90) calendar days as required shall be considered grounds for termination of this Lease.
7. Minimum Rent: The PHA has established a minimum rent of fifty dollars (\$50.00). The minimum rent is subject to the following:
- a) The PHA shall immediately suspend the minimum monthly rent of any Resident making a proper request in writing and who is unable to pay because of financial hardship, which shall include:
    - (1) Loss of eligibility for or awaiting an eligibility determination for a federal, state or local assistance program. This includes a family with a member who is a noncitizen lawfully admitted for permanent residence under the Immigration and Nationality Act who would be entitled to public benefits but for Title IV of the Personal Responsibility and Work Opportunity Reconciliation Act of 1996;
    - (2) The Resident would be evicted as a result of the implementation of an increase in minimum rent;
    - (3) The income of the Resident has decreased because of changed circumstance, including loss of employment;
    - (4) A death in the family has occurred which affects the Resident's circumstances;
    - (5) Other circumstances which shall be decided by the PHA on a case-by-case basis.
  - b) All of the above must be proven by the Resident providing verifiable information in writing to the PHA prior to the rent becoming delinquent and before the Lease is terminated by the PHA.
  - c) If a Resident requests a hardship exemption (prior to the rent becoming delinquent) under this section, and the PHA reasonably determines the hardship to be of a temporary nature, exemption shall not be granted during the ninety (90) day suspension period beginning on the date of the written request for exemption by the Resident. A Resident shall not be evicted during the suspension period for non-payment of rent. In such a case, if the Resident thereafter demonstrates that the financial hardship circumstance is long-term and ongoing, the PHA shall retroactively exempt the Resident from the minimum rent requirement for the ninety (90) day suspension period.
  - d) This section does not prohibit the PHA from taking eviction action for other Lease violations unrelated to financial hardship.

## 8. Transfers

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

## H. PHA Obligations

PHA shall be obligated:

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

An incident or incidents of actual or threatened domestic violence, dating violence, sexual assault or stalking will not be construed as a serious or repeated Lease violation by the victim or threatened victim of the domestic violence, dating violence, sexual assault or stalking; or as good cause to terminate the tenancy of, occupancy

rights of, or assistance to the victim, if the resident or immediate family member of the resident is the victim.

b) Criminal Activity Related to Domestic Violence, Dating Violence, Sexual Assault or Stalking

Criminal activity directly related to domestic violence, dating violence, sexual assault or stalking, engaged in by a member of a residents' household or any guest or other person under the resident's control, shall not be cause for termination of tenancy of, occupancy rights of, or assistance to the victim.

c) Limitations of VAWA Protections

(1) Nothing in this section limits the authority of the PHA to evict a resident or terminate assistance for a Lease violation unrelated to domestic violence, dating violence, sexual assault or stalking provided that the PHA does not subject such a resident to a more demanding standard than other residents 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 resident or lawful occupant if the PHA can demonstrate an actual and imminent threat to other residents, employees of the PHA, or those providing service to the public housing assisted property if that resident or lawful occupant is not terminated from assistance. In this context, words, gestures, actions, or other indicators will be considered an "actual imminent threat" if they meet the following standards.

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

- (i) The duration of the risk;
- (ii) The nature and severity of the potential harm;
- (iii) The likelihood that the potential harm will occur; and
- (iv) The length of time before the potential harm would occur.

4. To make necessary repairs to the dwelling unit.
5. To maintain in good and safe working order and condition electrical, plumbing, sanitary, heating, ventilation, and other facilities and appliances, including elevators supplied or required to be supplied with PHA.
6. To provide and maintain appropriate receptacles and facilities (except Resident's household container[s]) for the deposit of garbage, rubbish, and other waste to be removed from the premises.
7. To supply running water, reasonable amounts of hot water, and reasonable amount of heat at appropriate times of the year according to local custom and usage, except where the building that includes the dwelling unit is not required to be equipped for that purpose or where heat or hot water is generated by an installation within the exclusive control of Resident and supplied by direct utility connection.
8. To inspect the dwelling unit with the Resident or his/her representatives before the Resident moves in and to give the Resident a written statement of the condition of the premises, the dwelling unit and the equipment provided with the unit. Both the PHA and

the Resident shall sign the inspection form, and the PHA shall retain a copy in the Resident's file.

9. To inspect the dwelling unit when the Resident moves out and give the Resident a written description and itemized statement of any charges to be made for repairs. The Resident may join in this inspection.
10. To enforce the terms of this agreement fairly, impartially, and in good faith and not to discriminate against any Resident in the provision of services, or in any manner, on the basis of race, color, creed, religion, sex, national origin, familial status or disability.
11. To post in the Management Office copies of all rules, regulations, schedules of charges, negative consequences, grievance procedure and other documents and policies which are part of this agreement (by attachment or by reference) and to make these available to the Resident at his/her expense.
12. To provide the Resident and the affected member a copy of any criminal conviction record or record of lifetime registration for sex offenders at such time as any adverse action (eviction action) based on such record is proposed. The household will be provided an opportunity to dispute the accuracy of such information in an appropriate forum (court, hearing or grievance procedure) before final action is taken.
13. For all aspects of the Lease and Grievance Procedures, to provide disabled persons reasonable accommodations to the extent necessary to provide such persons with an opportunity equal to a non-disabled person to use and participate in those procedures.

## **I. Resident Obligations**

Resident shall be obligated:

1. To use the dwelling as their primary and only private residence for himself/herself and members of the Resident 's family as listed in Part II of this Lease Agreement and not to use or permit the use of the dwelling for any other purpose. This provision does not exclude the care of foster children/adults or live-in care of a member of Resident'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. Resident may obtain permission from the PHA to run a small profit making business from his/her residence.
2. Not to assign the Lease, nor sublease the dwelling unit.
3. Not to give accommodation to boarders or lodgers.
4. Not to give accommodation to long-term guests (in excess of time specified in section G of this Lease) without the advance written consent of PHA.
5. To abide the necessary and reasonable regulations disseminated by PHA for the benefit and well-being of the housing development and Residents. These regulations shall be posted publicly in the complexes and incorporated by reference in this Lease. Violation of such regulations constitutes a violation of the Lease.
6. To comply with the requirements of applicable State and local building or housing codes, materially affecting health and/or safety of Resident and household.
7. To keep the dwelling unit and other such areas and appliances as assigned to Resident for exclusive use in a clean and safe condition. This includes keeping front and rear entrances and walkways for the exclusive use of Resident, free from hazards and trash and keeping the yard free of debris and litter. Exceptions to this requirement may be

made for Residents who have no household members to perform such tasks because of age or disability. Residents who repeatedly fail to maintain housekeeping standards established by the PHA (as documented by maintenance inspections, pest control inspections, and other housekeeping inspections) will be required to participate in housekeeping classes. Repeated failure of housekeeping inspections shall be grounds for termination of the Lease.

8. To dispose of all garbage, rubbish, and other household waste in a sanitary and safe manner only in containers approved or provided by the PHA. To refrain from, and cause members of Resident's household or guest to refrain from, littering or leaving trash in common areas.
9. To use only in a reasonable manner all electrical, sanitary, heating, ventilating, air-conditioning, and other facilities and appurtenances including elevators.
10. To refrain from and cause household members and guests to refrain from destroying, defacing, damaging, or removing any part of the dwelling unit, building, facilities, or common areas, and to pay reasonable charges for repairs if so caused. To pay for damages caused by fire or smoke that is a direct result of negligence on the part of the Resident, family member or guest, as determined by the local Fire Department. Such fire and smoke damage charges shall be in the amount of the actual cost of the repair/replacement less the amount paid by insurance.
11. To provide and replace smoke detector batteries where battery-operated smoke detectors are furnished. The PHA will provide working batteries at Lease commencement. **Resident agrees he/she and no household member or guest will disconnect or intentionally damage a smoke detector or remove the battery without immediately replacing it with a working battery.** The first noted failure to maintain smoke detectors, removing batteries or damaging/removing the smoke detectors will result in a fifty dollar (\$50.00) reactivation fee. **Repeated failure shall be grounds for termination of the Lease, and liability for damages, civil penalties and attorney's fees.**
12. To act, and cause household members or guests to act in a manner that will:
  - a) Not impair the physical or social environment of the complex;
  - b) Be conducive to maintaining all PHA complexes in a decent, safe, and sanitary condition.
13. To assure that Residents, any member of the household, a guest or any other person under Resident's control, shall not engage in:
  - a) Any activity that threatens the health, safety, or right to other Residents' peaceful enjoyment of their accommodations or community facilities; or
  - b) Any drug-related criminal activity. Any drug-related criminal activity in violation of the preceding sentence shall be cause for termination of tenancy and for eviction from the unit. (For the purposes of this Lease, drug-related refers to manufacture, possession, sale, distribution, use or possession with intent to manufacture, sell, distribute, or use of a controlled substance as defined in Section 102 of the Controlled Substances Act.)
14. To comply with the PHA VAWA Policy implementing the Violence Against Women Act (VAWA) as it pertains to any household member who is claiming to be the victim of domestic violence, dating violence, sexual assault or stalking.

15. To make NO alterations, repairs, or redecorations to the interior of the dwelling unit or to the equipment, or to install additional equipment or major appliances without written consent of PHA. To make no changes to locks or install new locks or exterior doors without PHA's written approval. To use no nails, tacks, screws, brackets, or fasteners on any part of the dwelling unit (a reasonable number of picture hangers accepted) without authorization by PHA.
16. To give prompt prior notice to PHA, in accordance with Section G hereof, of Resident's leaving dwelling unit unoccupied for any period exceeding fourteen (14) calendar days.
17. To act in a cooperative manner with neighbors and PHA staff. To refrain from and cause members of Resident's household or guests to refrain from acting or speaking in an abusive or threatening manner toward neighbors and PHA staff.
18. To abide by local and state ordinances or laws with respect to possession and/or use of a firearm.

It shall be considered a prohibited activity, a material breach of a Resident's Lease Obligation, and grounds for termination of this Lease, for any Resident or anyone in the dwelling unit with the Resident's consent to do any of the following upon PHA property:

- a) To intentionally, knowingly, or recklessly carry on or about his/her person an illegal weapon as defined by local or state law;
- b) To display a deadly weapon in connection with a verbal or non-verbal threat of bodily harm;
- c) To inflict any injury upon another person through the reckless, careless, or negligent use of a deadly weapon;
- d) To damage any property through the intentional, reckless, careless, or negligent use of a deadly weapon.

A deadly weapon means a firearm or anything manifestly designed, made or adapted for the purpose of inflicting death or serious bodily injury, or anything that in the manner of its use or intended use is capable of causing death or serious bodily injury. A deadly weapon shall include, but not be limited to, a club, explosive weapon, firearm, knife or knuckles as those terms are defined by the local State Penal Code

19. Not to commit any of the following criminal activities either on or off PHA property:

- a) Any crime of physical violence to persons or property.
- b) Illegal use, sale, or distribution of narcotics, or other drug-related criminal activity.

It shall be considered a material breach of a Resident's Lease obligation and grounds for termination of the Lease for Resident or anyone in Resident's household to commit the above criminal acts either **on or off** the premises.

20. To refrain from alcohol abuse-related behavior or activities that interferes with the health, safety, or right to peaceful enjoyment of the premises by other residents. Alcohol-related behavior or activities shall be considered a violation of the Lease and grounds for termination of the Lease.
21. To take reasonable precautions to prevent fires and to refrain from storing or keeping highly volatile or flammable materials on the premises.
22. To avoid obstructing sidewalks, areaways, galleries, passages, elevators, stairways, and to avoid using these for purposes other than going into and out of the dwelling unit.

23. To refrain from erecting or hanging radio or television antennas on or from any part of the dwelling unit, except that roof antennas and satellite dishes may be installed in accordance with regulations set forth by PHA and with prior written approval by the PHA.
24. To refrain from placing signs of any type in or about the dwelling unit except those allowed under applicable zoning ordinances and then only after having received written permission of PHA.
25. To abide by the PHA's Pet Policy. Resident will not keep pets such as dogs, cats, or other animals anywhere in the complex, unless the pet has been registered with and approved by the PHA, and the family has executed a formal pet ownership agreement that becomes an attachment to this Lease, by reference. Residents who are disabled and have a qualified "assistance animal service animal" shall be exempt from the Pet Deposit and are exempt from the size, weight and type restrictions as listed in the PHA's Pet Ownership Policy. However, they are not exempt from the other requirements of the policy. Failure to comply with maintenance and care requirements shall constitute a material violation of the Lease and shall be grounds for termination of the Lease.
26. **Parking Rules:** To park only in areas designated for parking. Resident agrees to remove from PHA property any inoperable vehicle or vehicle without valid registration and inspection stickers and to refrain from parking any vehicles in any right-of-way or fire lane designated and marked by PHA. Any inoperable or unauthorized vehicle shall be removed from PHA property at Resident's expense. Resident also agrees not to wash automobiles or make automobile repairs on PHA property.
27. To remove any personal property left on PHA property when Resident leaves, abandons or surrenders the dwelling unit. Property left for more than thirty (30) calendar days shall be considered abandoned and will be disposed of by PHA in accordance with State law. Resident shall be assessed costs for storage and disposal.
28. To use reasonable care to keep his/her dwelling unit in such condition as to ensure proper health and sanitation standards for Resident, household members, and neighbors. Resident **shall notify the PHA promptly of known need for repairs to his/her dwelling unit**, and of known unsafe or unsanitary conditions in the dwelling unit or in common areas and grounds of the development. Resident's failure to report the need for repairs in a timely manner shall be considered as contributing to any damage that occurs.
29. Not to consume any alcoholic beverage or use glass containers on the real property of the PHA (meaning, parking areas, recreational areas, community facilities, etc.). Alcoholic beverages may be consumed inside the dwelling unit.
30. To assure that all minor children abide by the local City curfew ordinances rules. Two violations of this rule shall be grounds for termination of the Lease.
31. To transfer to an appropriate size dwelling unit, based on family composition, upon appropriate notice by the PHA that such a dwelling unit is available.
32. Not to engage in profit-making activities in the dwelling unit without prior written approval by the PHA.
33. To leave the dwelling unit in a clean and good condition upon vacating, reasonable wear and tear accepted.
34. To provide the PHA with thirty (30) calendar days advance notice of intent to vacate and terminate the Lease. The notice shall be in writing and delivered in person to the PHA or sent by U. S. Mail, properly addressed. Upon termination of this agreement, the

Resident agrees that the dwelling shall not be considered "vacated" for rental charge purposes until such time as the keys are returned and the PHA accepts the unit. Resident may terminate the Lease with less than thirty (30) calendar days advance notice due to documented situations of domestic violence, dating violence, sexual assault or stalking or due to military deployment of more than 90 days or permanent transfer

35. To assist in the extermination of insects and vermin (roaches, ants, mice, etc.). With proper notice given by the PHA, permit exterminators to enter the unit to treat for insects and vermin.
36. To pay charges for excess utilities, if applicable for this dwelling unit, fourteen (14) calendar days after the PHA provides written notice of the charges.
37. 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.
38. To avoid blocking or obstructing any window in the dwelling unit that may be required for emergency egress (This includes all ground floor and 2<sup>nd</sup> story windows.).
39. To allow inspection of the unit upon receipt of forty-eight (48) hour written notice by the PHA.
40. Not to receive assistance for occupancy of any other unit assisted under any Federal housing assistance program during the term of the Lease.
41. Not to commit any fraud in connection with this housing assistance program.
42. To comply with the Community Service and Self-Sufficiency Requirement as described in the PHA's Community Service and Self-Sufficiency Policy. Resident and other family members eighteen (18) years of age or older agree that any non-exempt adult family member must contribute either eight (8) hours of community service per month or participate in an economic self-sufficiency program for eight (8) hours per month, or perform a combination of eight (8) hours of community service and participation in an economic self-sufficiency program per month. The required community service contribution or self-sufficiency participation, or combination of both activities, may be completed at 8 hours each month or aggregated throughout the year, as long as 96 hours is completed by each annual reexamination. **Non-compliance with this requirement will result in this Lease not being renewed**, subject to the Resident/family member's right to request a hearing under the PHA's Grievance Procedures.
43. To explain these rules to all household members and guests and to be responsible for preventing their violation of any of these rules.

## **J. Defects Hazardous to Life, Health or Safety**

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

1. PHA Responsibilities:
  - a) PHA shall be responsible for repair of the unit within a reasonable period of time after receiving notice from Resident, provided, if the damage was caused by Resident,

household members or guests, the reasonable costs for repairs shall be charged to the Resident.

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

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

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

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

- 1. Resident will pay charges for maintenance and repair beyond normal wear and tear, as reflected in the current "Schedule of Resident Charges" posted in the Management Office.
- 2. "Normal wear and tear" means deterioration that results from the intended use of a dwelling, including breakage or malfunction due to age or deteriorated conditions; but the term does not include deterioration that results from negligence, carelessness, accident or abuse of the dwelling unit, equipment, or PHA property by the Resident, or by a member of the Resident's household, or by a guest of the Resident.

3. Such charges are due and payable thirty (30) days after the PHA provides Resident written notice that charges are due. Failure to pay such charges on the date due shall be considered a serious violation and grounds for termination of this Lease.
4. The exemption of the Resident's maintenance obligation for age or physical disability is expanded to cover any disability.

#### **M. Abandonment and Abandoned Property**

1. Management shall take possession of the apartment after the Resident has moved out. If the Resident and all other persons are absent from the dwelling unit for fourteen (14) consecutive days during the Lease term or any renewal or extension period while the rent is delinquent, the PHA may deem the unit abandoned if inspection shows that all or most of the Resident's property has been removed.
2. The PHA shall secure the dwelling unit against vandalism and attach a notice of entry to the door of said dwelling unit. If there is no response to this notice after seventy-two (72) hours, or if all the Resident's possessions have been removed, the PHA will take possession of the dwelling unit, provided that the rent still remains unpaid.
3. Any possessions left in the dwelling unit will be removed and stored by the PHA at the Resident's expense. There shall be no sale or disposition of any of the foregoing property except pursuant to State law.
  - a) Any disposal of items under this Lease shall take place only after thirty (30) day written notice of time and place of the disposal is sent by certified mail, return receipt requested, to the Resident at the Resident's last address.
  - b) Resident may reclaim their possessions at any time prior to the disposal.
4. Nothing under this Section shall limit the PHA's right to immediately dispose of trash or other property appearing to have no value.

#### **N. Notices**

1. The PHA shall notify the Resident of the specific grounds for any proposed adverse action by the PHA.
2. The PHA shall notify the Resident of the opportunity for a hearing under the PHA's Grievance Procedures for a grievance concerning a proposed adverse action except for:
  - a) Any criminal activity that threatens the health, safety or right to peaceful enjoyment of the premises of other residents or employees of the PHA;
  - b) Any violent or drug-related criminal activity on or off such premises; or
  - c) Any criminal activity that resulted in felony conviction of a household member.
3. The notice of proposed adverse action shall inform the Resident of the right to request such hearing. In the case of a Lease termination/demand for possession, a "notice of Lease termination/demand for possession" shall constitute adequate notice of proposed adverse action.
4. In the case of a proposed adverse action other than a Lease termination/demand for possession, the PHA shall not take a proposed action until the time for the Resident to request a grievance hearing has expired, and (if a hearing was timely requested by the Resident) the grievance process has been completed.

## O. Notice Procedures

1. Resident Responsibility: Any notice to PHA must be in writing, delivered to the Management Office or Community Office, or sent by first-class mail, properly addressed.
2. PHA Responsibility: Notice to Resident must be in writing, delivered to the Resident or to any adult household member, or sent by first-class mail addressed to Resident.
3. Unopened, cancelled, first-class mail returned by the Post Office shall be sufficient evidence that notice was given.
4. If Resident is visually impaired, all notices will be in accessible format.

## P. Termination of the Lease

In terminating the Lease, the following procedures shall be followed by PHA and Resident:

1. This Lease shall be terminated only for serious or repeated violations of material terms of the Lease, such failure to make payments due under the Lease or to fulfill Resident obligations set forth above, or for other good cause. [966.4(l)(2)] Such serious or repeated violation of terms shall include, but are not limited to:
  - a) The failure to pay rent or other payments when due.
  - b) Repeated late payment, which shall be defined as failure to pay the amount of rent or other charges due by the fifth (5th) of the month. Four such late payments within a twelve (12) month period shall constitute a repeated late payment.
  - c) Failure to pay utility bills when Resident is responsible for paying such bills directly to the supplier for such utilities or failure to pay excess consumption surcharges when utilities are provided by the PHA.
  - d) Misrepresentation of family income, assets, deductions or family composition.
  - e) Failure to supply, in a timely fashion, any certification, release, information, or documentation on family income or composition needed to process annual reexaminations or interim determinations.
  - f) Serious or repeated damage to the dwelling unit, creation of physical hazards in the unit, common areas, grounds or parking areas of ANY development site.
  - g) Criminal activity by Resident, household members, guests or other persons under Resident's control. Includes criminal activity that threatens the health, safety, or right to peaceful enjoyment of the premises by other Resident's, or any drug-related criminal activity. In deciding to evict for criminal activity (including domestic violence, dating violence, sexual assault or stalking), PHA shall have discretion to consider all circumstances of the case, including seriousness of the offense, the extent of participation by or awareness of family members, and the effects that the eviction would have both on family members not involved in the proscribed activity and on the family's neighbors. In appropriate cases, PHA may permit continued occupancy by remaining family members (including family members who are victims of domestic violence, dating violence, sexual assault or stalking) and may impose a condition that family members who engaged in the proscribed activity will neither reside nor visit the unit. PHA may require a family member who has engaged in the illegal use of drugs to present credible evidence of successful completion of a treatment program as a condition to being allowed to reside in the unit.
  - h) Illegal weapons or illegal drugs seized in a PHA unit by a law enforcement officer.

- i) Any fire on PHA property caused by carelessness or unattended cooking.
  - j) Fleeing to avoid prosecution; or custody or confinement after conviction for a crime; or attempt to commit a crime that is a felony under the laws of the place from which the individual flees; a current member of the household fleeing to avoid prosecution; or custody or confinement after conviction for a crime; or attempt to commit a crime that is a felony under the laws of the place from which the individual flees (or that, in the case of the State of New Jersey, it is a high misdemeanor); or violating a condition of probation or parole imposed under State or Federal Law.
2. PHA shall give written notice of the proposed termination of the Lease of:
- a) Fourteen (14) days in the case of failure to pay rent.
  - b) A reasonable time, but not to exceed thirty (30) calendar days, considering the seriousness of the situation, when the health and safety of other Residents of PHA staff is threatened.
    - (1) Three (3) days in the case of creation or maintenance of a threat to the health, safety and security of other residents, guests, PHA employees, or persons residing in the immediate vicinity of the premises;
    - (2) Three (3) days if any member of the household has engaged in any drug-related criminal activity or violent criminal activity;
    - (3) Fifteen (15) calendar days if any member of the household has been convicted of a felony.
    - (4) Thirty (30) calendar days in any other case.
3. The notice of termination:
- a) The notice of termination to the Resident shall state specific reasons for the termination, shall inform the Resident of his/her right to make such reply as he/she may wish, and Resident's right to examine PHA documents directly relevant to the termination and/or eviction.
  - b) When PHA is required to offer Resident the opportunity for a grievance hearing, the notice shall also inform Resident of the right to request such hearing in accordance with PHA's Grievance Procedures.
  - c) Any notice to vacate (or quit) that is required by State or local law may be combined with, or run concurrently with the notice of Lease termination under this section. The Notice to Vacate must be in writing and specify that if Resident fails to quit the premises within the applicable statutory period, appropriate action will be brought against Resident, and Resident may be required to pay the court costs and attorney's fees.
  - d) When PHA is required to offer Resident the opportunity for a grievance hearing concerning the Lease termination, the tenancy shall not terminate until the period to request a hearing has expired or the grievance process has been completed.
  - e) When PHA is not required to offer Resident the opportunity for a hearing under the grievance procedures and PHA has decided to exclude such grievance from PHA's Grievance Procedures, the notice of termination shall (a) state that Resident is not entitled to a grievance hearing on the termination; (b) specify the judicial eviction procedure to be used by PHA for eviction and state that HUD has determined that this eviction procedure provides the opportunity for a hearing in a court that contains

the basic elements of due process as defined in HUD regulations; and (c) state whether the eviction is for criminal activity that threatens health and safety of other Residents and staff or for drug-related criminal activity.

- f) PHA may only evict Resident from dwelling unit by bringing a court action.
- 4. Resident may terminate this Lease at any time by giving thirty (30) calendar days written notice properly addressed and delivered to the PHA.
- 5. When a PHA evicts a Resident from a dwelling unit for criminal activity, PHA shall notify the local post office serving that dwelling unit that such individual or family is no longer residing in the unit so the post office will no longer deliver mail for such persons and they will no longer have reason to return to the unit.
- 6. Resident shall pay all court costs, expenses, and attorney fees incurred in enforcing this Lease or in recovering possession of the dwelling unit, unless the Resident prevails in such legal action.
- 7. This Lease Agreement shall terminate upon abandonment of the premises by the Resident.
- 8. Default Options - If the Resident violates any term or obligation under this Lease, or has misrepresented any material fact to the PHA, then the PHA shall have the right, at its option, to pursue any of the following remedies:
  - a) Civil suit for collection of any amount that may be owed to the PHA in the form of rent, utility surcharges, or for damage to its property;
  - b) Evict the Resident and all members of the household;
  - c) Seek criminal prosecution, if appropriate;
  - d) Refer the Resident to a collection agency for collection of any amount due and not paid;
  - e) Report any amount due by the Resident to the PHA to a credit bureau;
  - f) Recommend administrative sanctions by HUD.

#### **Q. Bifurcation of Lease**

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

#### **R. Modification of the Lease**

- 1. This Lease and all policies, rules, and charges which are a part of this Lease by attachment or by reference may be modified from time to time by the PHA, provided the PHA gives at least a thirty (30) calendar day written notice to Residents, setting forth the opportunity to present written comment which shall be taken into consideration by the PHA prior to the proposed modification becoming effective. A copy of such notice shall be either delivered or mailed to each Resident or posted in at least three (3)

conspicuous places within each structure or building, as well as the Management Office, or if none, the Central Office of the PHA.

2. This Lease together with any future adjustment of rent or dwelling unit evidences the entire agreement between the PHA and the Resident. No changes herein shall be made except those in writing, and signed and dated by both parties, except for Terms and Conditions section above. However, nothing shall preclude the PHA from modifying this Lease to take into account revised provisions of law or government actions.

## **S. Accommodation of Persons with Disabilities**

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

## **T. Solicitation, Trespassing, and Exclusion of Non-Residents**

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

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

## **U. Waiver**

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

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

## Part II: Residential Lease Agreement

**This Agreement** is executed between the \_\_\_\_\_ (called PHA) and \_\_\_\_\_ (called Resident), and becomes effective as of \_\_\_\_\_ [966.4(a)]

- Unit:** That the PHA relying upon the representations of Resident as to Resident's income, household composition and housing need, Leases to Resident, upon Terms and Conditions set forth in Part I of this Lease Agreement, the dwelling unit LOCATED AT: \_\_\_\_\_ (called the Dwelling Unit) to be occupied exclusively as the private residence by Resident and household. The Resident UNIT NUMBER is: \_\_\_\_\_ [966.4(a)]
- Household Composition:** The Resident's household is composed of the individuals listed below. Additions and deletions after initial execution of the Lease are to be added below as they are approved.

Name	Relationship	Date of Birth	Social Security Number				
1.	HOH						
2.							
3.							
4.							
5.							
6.							
7.							
8.							

- Term:** The term of this Lease shall be one (1) calendar year, renewed as stipulated in Part I of this Lease.
- Rent:** Initial rent (prorated for partial month) shall be \$\_\_\_\_\_ and, if applicable, the Resident shall receive the benefit of \$\_\_\_\_\_ from PHA for Utility Reimbursement (for partial month) paid to the utility supplier for the period beginning \_\_\_\_/\_\_\_\_/\_\_\_\_ and ending at midnight on \_\_\_\_/\_\_\_\_/\_\_\_\_.

Thereafter, rent in the amount of \$\_\_\_\_\_ per month shall be payable in advance on the 1<sup>st</sup> day of each month, and shall be delinquent after the fifth (5th) day of said month. A utility reimbursement of \$\_\_\_\_\_ per month (if applicable) shall be paid to the utility supplier by PHA for the Resident.

- This is the flat rent for the Dwelling Unit
- This is the rent based on income and other information reported by the Resident.

- Payments:** A charge of \$25.00 shall be due and payable for all rent payments not received within the first five (5) days of the month, unless the resident has been issued a written authorization for such late payment by the PHA. Repeated late payment of rent in excess of three (3) times in a consecutive twelve (12)-month period shall be considered grounds for termination of this Lease. A 4th such violation within that twelve (12)-month period shall be considered a serious violation and will result in termination of the Lease.

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

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

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

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

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

**8. Surcharges for Additional Appliances:** (When PHA supplies electricity) Charges for additional appliances are due per the following:

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

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

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

**9. Security Deposit:** Resident 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 Resident with a Lead Hazard Information Pamphlet, and a Lead Disclosure Addendum.

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

**12. Warranties and Representations by the Resident:** The Resident 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 Resident s; (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 Resident Payment or Resident Rent shall be grounds for immediate termination of this Lease and eviction from PHA property.

**13. PHA's Commitment to Investigate Misrepresentations and Pursue Remedies:** The PHA will investigate allegations, complaints or other observations that indicate a Resident may be receiving more benefits than to which it is entitled. The PHA will vigorously pursue false statements that result in the Resident paying less rent than required or the PHA overpaying rental assistance. After verification of these misrepresentations, the PHA will take all necessary steps to recover the un-entitled payments, including administrative actions, or civil or criminal court actions, or judgment, as it deems appropriate.

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

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

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.

Resident _____	Date _____
Spouse or Co-Head _____	Date _____
Other Adult Household Member _____	Date _____
Manager _____	Date _____
Witness _____	Date _____

**Resident'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.

_____	_____
Resident's Signature	Date

**Attachments**

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

- [ ] Part I of this Lease Agreement
- [ ] Lease Renewal Addendum
- [ ] Schedule of Maintenance and Other Charges (which may be updated by posting)
- [ ] Lead Hazard Information Pamphlet
- [ ] Lead Disclosure Addendum
- [ ] VAWA Information and Certification Pamphlet
- [ ] Community Service Package
- [ ] EIV Information Package
- [ ] Other: \_\_\_\_\_

## Reference

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

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

**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

## **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.