

**Public Housing Lease Agreement**

**PART 1: RESIDENTIAL LEASE AGREEMENT: Terms and Conditions**

**THIS LEASE AGREEMENT (hereafter called “the Lease”)** is executed between the Peoria Housing Authority (herein called the “PHA”), located at 100 S Richard Pryor Pl, Peoria, IL 61605, and \_\_\_\_\_, herein called the “Resident”), and is effective as of: \_\_\_\_\_ [24 CFR 966.4(a)(1)].

**I. Description of the Parties and Premises [966.4(a)]**

- (a) The PHA, relying upon the representations of the Resident as to the Resident’s income, household composition, and housing need, leases to the Resident (subject to the Terms and Conditions set forth in the Lease) the dwelling unit located at: \_\_\_\_\_; (hereinafter called the “premises” or “unit”) to be occupied exclusively as a private residence by the Resident and PHA-approved household named in Section II of the Lease. The Resident unit number is: \_\_\_\_\_ [24 CFR 966.4 (a)(1)(ii)].
- (b) “Unit” includes the stove, oven, refrigerator and heating unit, and any steps, porch, fire sprinkler systems, and dedicated lawn/yard surrounding the dwelling unit, if any.
- (c) “Premises” includes the building or complex in which the unit is located, including common areas and grounds.
- (d) The unit must be used as the only private residence of the Resident and the PHA-approved household members named in Section II of the Lease [966.4(d)(1)].
- (e) The PHA may, by prior written approval, consent to the Resident’s use of the unit for legal profit-making activities incidental to its primary use as a dwelling unit and subject to the PHA’s policy on such activities [24 CFR 966.4(d)(2)].

**II. Household Composition**

- (a) The Resident’s household is composed of the individuals listed below [24 CFR 966.4 (a)(1)(v)]. After the Head and Spouse/Cohead, each household member should be listed by age, oldest to youngest. The Head of Household, Spouse/Cohead (regardless of age) and all members of the family age 18 and over shall execute the Lease.
- (b) Any additions to the household members named on the Lease, including live-in aides and foster children/adults, but excluding birth, adoption, and court awarded custody, require the advance written approval of the PHA. Such approval will be granted only if the new members pass the PHA’s eligibility and screening criteria and a unit of appropriate size and type is available. Permission to add live-in aides and foster children/adults shall not be unreasonably refused [24 CFR 966.4 (a)(1)(v) and (d)(3)(i)].
- (c) The Resident agrees to wait for the PHA’s approval before allowing additional persons to move into the unit. Failure on the part of the Resident to comply with this provision is a serious violation of the material terms of the Lease, for which the PHA may terminate the Lease in accordance with Section XVIII [24 CFR 966.4 (a)(1)(v)].
- (d) The Resident shall report deletions (for any reason) from the household of any members named on the Lease to the PHA in writing, within 10 business days of the occurrence.



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Name	Relationship	SSN	DOB	Delete/Add	Initial	Date
	Head of Household					

### III. Term

- (a) The initial term of this Lease shall be for one calendar year. Unless otherwise modified or terminated in accordance with Section XVIII of this Lease, this Lease shall automatically be renewed for successive terms of one calendar year [24 CFR 966.4 (a)(2)(i)].
- (b) The PHA may not renew the Lease if the family has violated the requirements of the PHA's Community Service and Self-Sufficiency Requirement (CSSR) program as outlined in 24 CFR 960, subpart F of the regulations [24 CFR 966.4 (a)(2)(ii)].

### IV. Rent

- (a) The initial rent (prorated for partial month move-ins, if applicable) shall be \$ \_\_\_\_\_. (or, if applicable, the Resident shall receive the benefit of \$ \_\_\_\_\_ from the PHA for a Utility Reimbursement prorated for partial month move-ins, paid to the family beginning \_\_\_\_/\_\_\_\_/\_\_\_\_ and ending at midnight on \_\_\_\_/\_\_\_\_/\_\_\_\_).
- (b) Thereafter, rent in the amount of \$ \_\_\_\_\_.00 shall be due and payable in advance on the first day of the month. If the first falls on a weekend or holiday, the rent shall be due and payable on the first business day thereafter. If applicable, a Utility Reimbursement of \$ \_\_\_\_\_.00 per month shall be paid to the family by the PHA [24 CFR 966.4 (b)(1)].
- (c) While this amount is subject to change, the initial rent is:
- ☐ Based on income and other information reported by the Resident; or
  - ☐ The flat rent for the unit
- (d) Rent may include utilities as described in Section VIII below and includes all maintenance due to normal wear and tear.
- (e) Rent shall remain in effect unless adjusted by the PHA in accordance with HUD regulations [24 CFR 966.4 (c)]. The amount of the Total Tenant Payment (TTP) and Tenant Rent shall be

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determined by the PHA in compliance with HUD regulations and requirements and in accordance with the PHA's Admissions and Continued Occupancy Policy (ACOP).

- (f) When the PHA makes any change in the amount of TTP or Tenant Rent, the PHA shall give written notice to the Resident which will become an attachment to the Lease. The notice shall state the new rent amount and the date from which the new rent amount is applicable. The notice shall also state that the Resident may ask for an explanation of how the amount was determined by the PHA and that if the Resident does not agree with the determination, the Resident shall have the right to request a hearing under the PHA Grievance Procedure. If the Resident asks for an explanation, the PHA shall respond in a reasonable time [24 CFR 966.4 (c)(4)].
- (g) The Resident is given the choice at admission and annually thereafter between paying an income-based rent or the unit's flat rent [24 CFR 960.253 (a)(1)].
- (h) Payments will be credited first to past due rent, and then applied to current rent.

**V. Other Charges:** In addition to rent, the Resident is responsible for the payment of certain other charges specified in this Lease. Other charges may include [24 CFR 966.4 (b)(2)]:

- (a) **Maintenance costs:** Maintenance costs include the costs of services or repairs due to intentional or negligent damage to the dwelling unit, common areas, or grounds beyond normal wear and tear, caused by the Resident, household members, guests, or by other persons under the Resident's control. When the PHA determines that needed maintenance is not caused by normal wear and tear, the Resident shall be charged for the cost of such service, either in accordance with the Schedule of Maintenance Charges posted by the PHA and incorporated by reference in this Lease or (for work not listed on the Schedule of Maintenance Charges) based on the actual cost to the PHA for the labor and materials needed to complete the work. If overtime work is required, overtime rates shall be charged [24 CFR 966.4 (b)(2)].
- (b) **Returned Check:** When a check is returned for insufficient funds or is written on a closed account, the rent will be considered unpaid, and a \$25 returned check fee will be charged to the family. The fee will be due and payable 14 calendar days after billing. Residents who have submitted a check that is returned for insufficient funds shall be required to make all future payments by cashier's check, money order, or via the PHA's rent portal.
- (c) **Late Payment Penalties:** If the Resident fails to make payment by the end of office hours on the fifth calendar/business day of the month, a late fee of \$25.00 will be charged. Charges are due and payable 14 calendar days after billing [24 CFR 966.4 (b)(3)].
- (d) **Excess Utility Charges:** The PHA will charge for excess water usage at developments where the PHA pays for water. [24 CFR 966.4 (b)(2)]. The PHA will consider, on a case-by-case basis, reducing or waiving this charge if needed as a reasonable accommodation for a person with disabilities requiring the additional utility usage.
- (e) **Other Surcharges:** The PHA has established a surcharge for resident-installed air conditioners at Harrison South. The Schedule of Charges is posted in the PHA office.
- (f) **Pet Deposit:** Pet owners residing in the PHA's mixed population (elderly/disabled) developments are required to pay a refundable pet deposit of \$100.00. Pet owners residing in the PHA's generation population (family) developments are required to pay a refundable pet deposit of \$200.00. Pet must be registered by the PHA and pet deposits must be paid in full before the pet is brought on the premises. Refund of pet deposit will comply with state law and PHA policies. A

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nonrefundable nominal pet fee of \$10 monthly will be charged to pet owners residing in the PHA's general population (family) developments.

### VI. Payment Location

- (a) Rent and other charges may be paid at the Main Office at 100 S. Richard Pryor Place, Peoria, IL 61605, at the Property Management office where the Resident resides, the drop box located at these locations, or via the PHA's rent portal. The PHA will not accept cash.

### VII. Security Deposit

- (a) The Resident agrees to pay a security deposit equal to the first month's rent or \$200.00, whichever is greater, at the time of move-in and must be paid in full prior to occupancy. The PHA may allow for half of the required deposit to be paid at time of lease execution, and the remainder to be paid the following month [24 CFR 966.4 (b)(5)].
- (b) The PHA 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 the Resident at the termination of this Lease.
  2. To reimburse the cost of repairing any intentional or negligent damages to the dwelling unit caused by the Resident, household members, guests, or by other persons under the Resident's control.
- (c) The security deposit may not be used to pay rent or other charges while the Resident occupies the dwelling unit.
- (d) No refund of the security deposit will be made until the Resident has vacated the unit, and the PHA has inspected the dwelling unit.
- (e) The return of a security deposit shall occur within 30 days after the Resident moves out. The PHA agrees to return the security deposit, if any, to the Resident, less any deductions for any costs indicated above, so long as the Resident furnishes the PHA with a forwarding address. If any deductions are made, the PHA will furnish the Resident with a written statement of any such costs for damages and/or other charges deducted from the security deposit.

### Utilities and Appliances [24 CFR 966.4 (a)(1)(iv)]

- (a) The PHA/Resident supplies the following utilities to the unit [24 CFR 966.4 (a)(1)(iv)]:

Item	Paid by	
Heat & Hot Water	<input type="checkbox"/> PHA	<input type="checkbox"/> Resident
Electricity	<input type="checkbox"/> PHA	<input type="checkbox"/> Resident
Gas	<input type="checkbox"/> PHA	<input type="checkbox"/> Resident
Water & Sewer	<input type="checkbox"/> PHA	<input type="checkbox"/> Resident
Trash Collection	<input type="checkbox"/> PHA	<input type="checkbox"/> Resident
Other	<input type="checkbox"/> PHA	<input type="checkbox"/> Resident
	Provided by	
Refrigerator	<input type="checkbox"/> PHA	<input type="checkbox"/> Resident
Cooking Range	<input type="checkbox"/> PHA	<input type="checkbox"/> Resident
Washing Machine and Dryer	<input type="checkbox"/> PHA	<input type="checkbox"/> Resident
Air Conditioner	<input type="checkbox"/> PHA	<input type="checkbox"/> Resident

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- (b) The PHA will not be liable for the failure to supply utility service for any cause whatsoever beyond its control.
  - (c) **Utility Allowances:** If the Resident resides in a development where the PHA does not supply electricity, natural gas, heating fuel, water, or sewer service, an Allowance for Utilities shall be established, appropriate for the size and type of dwelling unit, for utilities the 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 the Total Tenant Payment, the PHA will pay a Utility Reimbursement to the Resident each month [24 CFR 5.632].
  - (d) The established Flat Rent calculation incorporates the appropriate Allowance for Utilities [24 CFR 960.253 (b)(4)].
  - (e) The PHA may change the Allowance for Utilities at any time during the term of the Lease and shall give the Resident 60 days advanced written notice of the revised Allowance along with any resultant changes in Tenant Rent or Utility Reimbursement [965.502 (c)].
  - (f) The Resident may supply the following appliances in the unit, only if approved by the PHA in advance:
    - ☐ Extra Freezer
    - ☐ Home Security Camera Device
  - (g) **Resident Responsibilities:** The Resident agrees to:
    - 1. Use only in a reasonable manner and not to waste the utilities provided by the PHA and to comply with any applicable law, regulation, or guideline of any governmental entity regulating utilities or fuels [24 CFR 966.4 (f)(8)].
    - 2. To abide by any local ordinance or House Rules restricting or prohibiting the use of space heaters in multi-dwelling units.
- IX. Lead Safety:** The PHA shall provide the Resident with a Lead Hazard Information Pamphlet, and a Lead Disclosure Addendum will be included as an attachment to the Lease.
- X. Terms and Conditions:** The following terms and conditions of occupancy are made a part of the Lease:
- (a) **Use and Occupancy of Dwelling:** The Resident shall have the right to exclusive use and occupancy of the dwelling unit for the Resident and other household members listed on the Lease.
  - (b) **Guest Policy:** Guests or visitors may stay in the unit for a period not exceeding 14 consecutive days or 30 cumulative days during any 12-month period. Upon written request to the Manager, permission may be granted, for an extension of this provision for good cause [24 CFR 966.4 (d)(1)]. A Resident family must notify the PHA when overnight guests will be staying in the unit for more than three days.
  - (c) **Ability to Comply with Lease Term:** At the time of admission, the Resident is requested to identify individuals who may be contacted if they become unable to comply with the terms of the Lease. If, during the term of this Lease, the Resident, 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 the Resident in complying with the Lease, and the PHA cannot make any reasonable accommodation that would enable the Resident to comply with the Lease, then the PHA will assist the Resident or designated member(s) of the Resident's family to find more

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suitable housing and move the Resident from the dwelling unit. If there are no family members who can or will take responsibility for moving the Resident, the PHA will work with appropriate agencies to secure suitable housing and will terminate the Lease.

- (d) Redetermination of Rent, Dwelling Size, and Eligibility: The Rent amount as fixed in Part IV of the Lease Agreement is due each month until changed as described below.
1. The status of each family is to be reexamined at least once a year, with the exception of when the family exceeds the over-income limit as described in Section X.(d)(3) below.
  2. When the PHA determines that a family's income exceeds the over-income limit, the PHA will reexamine the family's income as described in Section XVII(b)(1) below.
  3. At the annual reexamination, all adult Resident family members shall certify to compliance with the PHA's Community Service and Self-Sufficiency Requirement (CSSR), if applicable, or to their exempt status [24 CFR 960 Subpart F].
  4. Upon request, the Resident agrees to provide to the PHA complete and accurate information regarding family and household composition, sources of income of all family members, assets of all family members, compliance with CSSR requirements, and related information necessary to determine continued eligibility, annual income, adjusted income, and Tenant Rent [24 CFR 966.4 (c)(2)]. Failure to supply such information when required is a serious violation of the material terms of the Lease and may result in termination of the Lease.
    - i. All Resident family members are required to supply any information the PHA or HUD determines necessary in the administration of the public housing program. The Resident agrees to comply with all PHA requests for verification by providing required original and authentic documents and/or by signing releases for third-party sources or providing other suitable forms of verification [24 CFR 960.259 (a) and (b)].
    - ii. The PHA shall give the Resident reasonable notice of what actions the Resident must take and of the date by which any such actions must be taken for compliance under this section. This information will be used by the PHA to determine the amount of rent and whether the dwelling size is still appropriate for the Resident's needs. This determination will be made in accordance with the PHA's Admissions and Continued Occupancy Policy (ACOP), which is publicly posted in the Management Office and on the PHA's website.
  5. Rent will not change during the period between regular reexaminations, unless during such period  
[24 CFR 960.257 (b)]:
    - i. When any person is added to or removed from the household.
    - ii. The Resident requests an interim reexamination and can verify a change in their circumstances (such as decrease in or loss of income) that would require a reduction in rent, except that rent shall not be reduced because the Resident's TANF grant is reduced because the Resident committed welfare fraud or failed to comply with the welfare department's economic self-sufficiency program requirements [24 CFR 966.4 (c)(4) and 5.615]; or
    - iii. To allow the family to switch from flat rent to income-based rent because of financial hardship; or
    - iv. The family is receiving the Earned Income Disallowance (EID), to adjust the exclusion with any changes in income and at the conclusion of the 24-month EID eligibility period; or

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- v. If the family has reported zero income, the PHA will conduct an interim reexamination every six months as long as the family continues to report that they have no income; or
  - vi. If, at the time of the annual reexamination, it is not feasible to anticipate a level of income for the next 12 months (e.g., seasonal or cyclic income), the PHA will schedule an interim reexamination to coincide with the end of the period for which it is feasible to project income; or
  - vii. If at the time of the annual reexamination, tenant declarations were used on a provisional basis due to the lack of third-party verification, and third-party then verification becomes available; or
  - viii. It is found that the Resident misrepresented facts upon which the rent is based so that the Resident is paying less than the rent they should have been charged. In this case, the PHA may then apply an increase in rent retroactive to the first of the month following the month in which the misrepresentation occurred; or
  - ix. A rent increase or decrease is required by HUD regulation or PHA policy; or
  - x. Rent formulas or procedures are changed by federal law, regulation, or PHA policy.
6. Residents paying flat rent shall have their family income and composition annually [24 CFR 960.257 (a)(2)]. However, for flat rent families who become over-income in between annual reexaminations, the PHA will conduct an interim reexamination of family income 12 and 24 months following the initial over-income determination to verify whether the family remains over-income [24 CFR 960.507].
7. All changes in family composition due to birth, adoption, or court-awarded custody must be reported to the PHA within 10 business days of the occurrence.
- i. Failure to report within 10 business days may result in a retroactive rent charge or Lease termination.
8. The Resident must request PHA approval before adding any other household member as an occupant of the unit [24 CFR 966.4 (a)(v) and (d)(3)(i)].
- i. If adding a person to a household (other than a child by birth, adoption, or court-awarded custody) will require a transfer to a larger size unit under the PHA's transfer policy, the PHA will approve the addition and approve a transfer to a unit with one additional bedroom, only if the Resident can demonstrate that there are medical needs or other extenuating circumstances, including reasonable accommodation, that should be considered by the PHA. Exceptions will be made on a case-by-case basis.
  - ii. Failure to obtain PHA approval before adding any household members (other than a child by birth, adoption, or court-awarded custody) is a violation of family obligations and may result in Lease termination.
9. Rent Adjustments [24 CFR 966.4 (b)(1)(i)]
- i. The Resident will be notified in writing of any rent adjustment due to a change in Resident circumstances.
  - ii. All notices will state the effective date of the rent adjustment.
  - iii. If the Tenant Rent is to decrease:
    - a. If the change is reported timely, the decrease will be effective on the first day of the month following the month in which the change was reported. In cases where the change cannot be verified until after the date the change would have become effective, the change will be made retroactively.

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- b. If the change resulting in a rent decrease is not reported timely, the PHA will apply the decrease the first of the month following completion of the interim reexamination. However, the PHA will apply the results of the interim reexamination retroactively where a family's ability to report a change in income promptly may have been hampered due to extenuating circumstances. The PHA will decide to apply such decreases retroactively on a case-by-case basis.
- iv. If the Tenant Rent is to increase, the increase generally will be effective on the first of the month following a 30-day notice to the family. If a family fails to report a change within the required time frames, the increase will be applied retroactively to the date it would have been effective had the information been provided on a timely basis. The family will be responsible for any underpaid rent and may be offered a repayment agreement in accordance with PHA policies. In the case of a rent increase due to misrepresentation, the PHA shall apply the increase in rent retroactive to the first of the month following the month in which the misrepresentation occurred.

### **XI. Transfers [24 CFR 966.4 (c)(3)]:**

- (a) If the PHA determines that the size or the design of the unit is no longer appropriate to meet the Resident's needs, the PHA shall send the Resident written notice. The Resident agrees to accept a new Lease for a different unit of the appropriate size or design as described in the PHA notice to the Resident.
- (b) If the PHA will rehabilitate or demolish the Resident's unit, the PHA may move the Resident into another unit in accordance with the PHA's relocation policies.
- (c) If a Resident presents a written request for a unit with special features to meet a family member's disability-related needs, the PHA may modify the Resident's existing unit. If the cost and extent of the modifications needed are equivalent to those required for a fully accessible unit, the PHA may transfer the Resident to another unit that meets the individual's disability-related needs at the PHA's expense.
- (d) Upon written notice from the PHA, a Resident without disabilities that is housed in a unit with special features must transfer to a unit without such features should a Resident or applicant with disabilities need the unit.
- (e) In the case of PHA-required transfers (as defined in the PHA's ACOP), the Resident shall be required to move into the unit made available by the PHA. The Resident shall generally be given 15 calendar days in which to move following delivery of a transfer notice. On a case-by-case basis, the PHA will consider an additional 15-day extension if requested by the family. If the Resident refuses to move without good cause, the PHA may terminate the Lease for the Resident's current unit. PHA-required transfers are subject to the PHA's grievance procedures, and no such transfer may be made until either the time to request a hearing has expired or (if a hearing was timely requested) the grievance hearing has been completed [24 CFR 966.4 (e)(8)(i)].
- (f) Except for PHA-required transfers (other than occupancy standards transfers) and reasonable accommodation transfers, the Resident will bear all costs of the transfer.
- (g) When a family transfers from one unit to another, the PHA will transfer their security deposit to the new unit. The tenant will be billed for any maintenance or others charges due for the "old" unit in accordance with state law, HUD regulations, this Lease, and PHA policies in the ACOP.



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- (h) The PHA will consider Resident requests for transfers in accordance with the transfer priorities established in the ACOP.

### **XII. PHA Obligations** [24 CFR 966.4 (e)]: The PHA shall be obligated to:

- (a) Maintain the dwelling unit and the development, including all buildings, facilities, and common areas, in a condition that is safe, habitable, functionally adequate, operable, and free of health and safety hazards [CFR 966.4 (e)(1)];
- (b) Comply with all state and federal laws, including the requirements of applicable building codes, housing codes, and HUD regulations materially affecting health and safety [24 CFR 966.4 (e)(2)];
- (c) Make necessary repairs to the dwelling unit [24 CFR 966.4 (e)(3)];
- (d) Keep development buildings, facilities, and common areas, not otherwise assigned to the Resident for maintenance and upkeep, in a clean and safe condition [24 CFR 966.4 (e)(4)];
- (e) Maintain in good and safe working order and condition electrical, plumbing, sanitary, heating, ventilating and other facilities and appliances, including elevators supplied or required to be supplied by the PHA [24 CFR 966.4 (e)(5)];
- (f) Provide and maintain appropriate receptacles and facilities (except container for the exclusive use of an individual Resident family) for the deposit of garbage, rubbish, and other waste removed from the premises by the Resident as required by this Lease [24 CFR 966.5 (e)(6)];
- (g) Supply running water and reasonable amounts of hot water and a reasonable amount of heat at appropriate times of the year according to HUD's National Standards for the Physical Inspection of Real Estate (NSPIRE) and 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 the Resident and supplied by a direct utility connection [24 CFR 966.4 (e)(7)];
- (h) Notify the Resident of the specific grounds for any proposed adverse action by the PHA. Such adverse action includes but is not limited to: A proposed Lease termination, transfer of the Resident to another unit, change in the amount of rent, imposition of charges for maintenance and repair, or for excess consumption of utilities. When the PHA is required to afford the Resident the opportunity for a hearing under the PHA grievance procedure for a PHA-proposed adverse action:
  - 1. The notice of the proposed adverse action shall inform the Resident of the right to request such hearing. In the case of Lease termination, a Notice of Lease Termination that complies with 24 CFR 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, the PHA shall not take the proposed action until time to request such a hearing has expired, or (if a hearing was timely requested) the grievance process has been completed [24 CFR 966.4 (e)(8)(ii)(B)].
- (i) Consider Lease bifurcation, as provided in 24 CFR 5.2009, in circumstances involving domestic violence, dating violence, sexual assault, stalking, or human trafficking as addressed in 24 CFR Part 5, Subpart L, provided that, if the PHA chooses to bifurcate a Lease, no assistance will be given for an individual who does not meet public housing eligibility and 24 CFR 5.508 requirements applicable to submission of evidence of citizenship or eligible immigration status.

### **XIII. Resident Obligations** [24 CFR 966.4 (f)]: A default on the part of the Resident shall exist and be grounds for eviction if the Resident fails to meet and/or perform any of the specified duties and obligations set forth in this Lease. The Resident shall be obligated to:

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- (a) Not assign the Lease, nor sublease the dwelling unit [24 CFR 966.4 (f)(1)].
- (b) Not provide accommodation for boarders or lodgers [24 CFR 966.4 (f)(2)].
- (c) Not give accommodation to long-term guests (in excess of 14 consecutive days or 30 cumulative days during any twelve-month period) without the advance written consent of the PHA.
- (d) Use the dwelling unit solely as a private dwelling for the Resident and the Resident's household as identified in Part 1 of this Lease, and to not use or permit its use for any other purpose [24 CFR 966.4 (f)(3)]. This provision does not apply to the care of foster children/adults or live-in care of a member of the Resident's family, provided the accommodation of such persons conforms to the PHA's Occupancy Standards, and so long as the PHA has granted prior written approval for the foster child(ren)/adults, or live-in aide to reside in the unit [24 CFR 966.4 (d)(3)(i)].
- (e) Abide by necessary and reasonable regulations and House Rules promulgated by the PHA for the benefit and well-being of the housing development and residents. These regulations and House Rules shall be posted in a conspicuous manner in the development office and incorporated by reference in this Lease. Violation of such regulations or House Rules constitutes a violation of the Lease [24 CFR 966.4 (f)(4)].
- (f) Comply with the obligations of applicable state and local building or housing codes materially affecting health and/or safety of the Resident and household [24 CFR 966.4 (f)(5)].
- (g) Keep the dwelling unit and other such areas as may be assigned to the Resident for exclusive use in a clean and safe condition [24 CFR 966.4 (f)(6)]. This includes keeping front and rear entrances and walkways for the exclusive use of the 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 able to perform such tasks because of age or disability [24 CFR 966.4 (g)].
- (h) 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 the PHA [24 CFR 966.4 (f)(7)]. To refrain from, and cause members of the Resident's household or guests to refrain from, littering or leaving trash and debris in common areas.
- (i) Use only in a reasonable manner all electrical, plumbing, sanitary, heating, ventilating, air-conditioning, and other facilities and appurtenances including elevators [24 CFR 966.4 (f)(8)].
- (j) Refrain from, and to cause household and guests to refrain from destroying, defacing, damaging, or removing any part of the dwelling unit or development [24 CFR 966.4 (f)(9)].
- (k) Pay reasonable charges, including rent and maintenance charges (other than for normal wear and tear) for the repair of damages to the dwelling unit, development buildings, facilities, or common areas caused by the Resident, household members or guests [24 CFR 966.4 (f)(10)].
- (l) 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 the PHA development in a decent, safe, and sanitary condition [24 CFR 966.4 (f)(11)].
- (m) Assure that no Resident, any member of the Resident's household, or guest engages in:
  - 1. **Criminal activity**
    - i. Any criminal activity that threatens the health, safety, or right to peaceful enjoyment of the PHA's public housing premises by other residents or employees of the PHA; or
    - ii. Any drug-related criminal activity on or off the premises [24 CFR 966.4 (f)(12)(i)(A)(1) and (2)].

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### 2. **Civil activity**

- i. Any smoking of prohibited tobacco products in restricted areas, as defined by 24 CFR 965.653 (a) and in the PHA's policies, or in other outdoor areas that the PHA has designated smoke-free [24 CFR 966.4 (f)(12)(i)(B)].

(n) Assure that no other person under the Resident's control engages in:

#### 1. **Criminal activity**

- i. Any criminal activity that threatens the health, safety, or right to peaceful enjoyment of the PHA's public housing premises by other residents or employees of the PHA; or,
- ii. Any drug-related criminal activity on the premises [24 CFR 966.4 (f)(12)(ii)(A)(1) and (2)].

#### 2. **Civil activity**

- i. Any smoking of prohibited tobacco products in restricted areas, as defined by 24 CFR 965.653 (a) and in the PHA's policies, or in other outdoor areas that the PHA has designated smoke-free [24 CFR 966.4 (f)(12)(ii)(B)].

(o) Assure that no member of the household engages in an abuse or pattern of abuse of alcohol that interferes with the health, safety, or right to peaceful enjoyment of the premises by other residents [966.4 (f)(12)(iii)].

(p) Not consume any alcoholic beverages from open containers upon any public way or place, including sidewalks, parking lots, playgrounds, hallways, and door-stoop areas.

(q) 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, without written consent of the PHA. To make no changes to locks or install new locks on exterior doors without the 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 excepted) without authorization by the PHA.

(r) Not paint the unit without express written consent of the PHA.

(s) Give prompt prior notice to the PHA when all family members will be absent from the unit for an extended period. An *extended period* is defined as any period greater than 30 calendar days. In such case, *promptly* means within 10 business days of the start of the extended absence.

(t) Report all changes in household composition due to birth, adoption, or court awarded custody within 10 business days of the change.

(u) Report all required changes in income or expenses within 10 business days of the change.

(v) Report any household member's leaving the household within 10 business days of the change, and provide to the PHA any information and documentation requested to verify the individual's new address.

(w) Obtain permission from the PHA before allowing any individual to move into the unit, other than in the case of birth, adoption, or court-awarded custody.

(x) Abide by the PHA's pet policy, which is incorporated by reference into this lease.

(y) Not allow any individual that has been barred or banned from PHA property onto the premises.

(z) Not engage in acts of violence, or threatened violence, or abusive behavior towards PHA staff.

- 1. *Abusive or violent behavior* towards PHA staff includes verbal as well as physical abuse or violence. Use of racial epithets, or other language, written or oral, that is customarily used to intimidate may be considered abusive or violent behavior.
- 2. *Threatening* refers to oral or written threats or physical gestures that communicate intent to abuse or commit violence.

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- (aa) All firearms/weapons in the lawful possession of a resident, members of the resident's household, and/or resident guest/visitor must be in accordance with federal, state, and local laws. The unlawful possession of firearms/weapons by a resident, members of the resident's household and/or resident guest/visitor is prohibited and constitutes a material lease violation.
- (bb) Take reasonable precautions to prevent fires and to refrain from storing or keeping highly volatile or flammable materials upon the premises.
- (cc) Avoid obstructing sidewalks, areaways, galleries, passages, elevators, or stairs and to avoid using these for purposes other than going in and out of the dwelling unit. Children shall not be allowed to play in hallways and stairways.
- (dd) Refrain from erecting or installing antennas or satellite dishes on or near any part of the dwelling unit.
- (ee) 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 the PHA.
- (ff) Comply with the PHA's Parking Policy and Parking Rules. Remove from PHA property any vehicles without valid registration and inspection stickers. To refrain from parking any vehicles in any right-of-way or fire lane designated and marked by the PHA. Any inoperable or unlicensed vehicle as described above will be removed from PHA property at the Resident's expense. Major automobile repairs are not permitted on the development site.
- (gg) Refrain from parking in accessible spaces unless Resident has a valid accessible parking permit.
- (hh) Not prop open fire and entry doors and use fire doors only when exiting the building during an emergency or when specifically permitted for move-in or move-out.
- (ii) Remove any personal property left on PHA property when the Resident leaves, abandons, or surrenders the dwelling unit. If the family appears to have vacated the unit without giving proper notice, the PHA will follow state and local landlord-tenant law pertaining to abandonment before taking possession of the unit. If necessary, the PHA will secure the unit immediately to prevent vandalism and other criminal activity. Costs for storage and disposal shall be assessed against the former Resident.
- (jj) Use reasonable care to keep the dwelling unit in such condition as to ensure proper health and sanitation standards for the Resident, household members, and neighbors. THE RESIDENT SHALL NOTIFY THE PHA PROMPTLY OF KNOWN NEED FOR REPAIRS TO THE DWELLING UNIT, and of known unsafe or unsanitary conditions in the dwelling unit or in common areas and grounds of the development. The Resident's failure to report the need for repairs in a timely manner shall be considered to contribute to any damage that occurs.
- (kk) Provide complete and accurate information to the PHA as requested by the PHA.
- (ll) Not commit any fraud in connection with any federal housing assistance program.
- (mm) Not receive assistance for occupancy of any other unit assisted under any federal housing assistance program during the term of the Lease.
- (nn) Pay promptly any utility bills for utilities supplied to the Resident by a direct connection to the utility company, and to avoid disconnection of utility service for such utilities. Failure of the Resident to furnish uninterrupted service due to nonpayment of utilities or other reasons under the Resident's control shall be considered a serious violation of the terms and conditions of this Lease.
- (oo) Ensure each non-exempt adult in the Resident household meets the PHA's Community Service and Self-Sufficiency Requirement (CSSR) as required by HUD regulations and PHA policy.

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- (pp) Report any infestation within 10 business days, and cooperate in the extermination of cockroaches, bedbugs, mice, rats, and other pests that may create infestation. The Resident agrees to permit the dwelling unit to be treated as indicated on the PHA's maintenance schedule.

**XIV. 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) PHA Responsibilities:**

1. The PHA shall be responsible for repair of the unit within a reasonable period of time after receiving notice from the Resident, provided, if the damage was caused by the Resident, household members, or guests, the reasonable costs of the repairs shall be charged to the Resident [24 CFR 966.4 (h)(2)].
2. If necessary repairs cannot be made within a reasonable time, the PHA shall offer the Resident a replacement dwelling unit, if available [24 CFR 966.4 (h)(3)].
3. In the event the PHA cannot make repairs, and alternative accommodations are available, then rent shall be abated in proportion to the seriousness of the damage and loss in value as a dwelling. No abatement of rent shall occur if the Resident rejects alternative accommodations or if the Resident, household members, or guests caused the damage as determined by the PHA [24 CFR 966.4 (h)(4)].
4. If the PHA determines that the dwelling unit is uninhabitable because of imminent danger to the life, health, or safety of the Resident, and the Resident refuses alternative accommodations, this Lease shall be terminated, and any rent paid will be refunded to the Resident.

**(b) Resident Responsibilities:**

1. The Resident shall immediately notify the PHA of the damage and intent to abate rent when the damage is or becomes sufficiently severe that the Resident believes they are justified in abating rent [24 CFR 966.4 (h)(1)].
2. The Resident shall accept any replacement unit offered by the PHA.
3. The Resident agrees to continue to pay full rent, less the abated portion agreed upon by the PHA, during the time in which the defect remains uncorrected.

**XV. Move-in and Move-out Inspections**

- (a) Move-in Inspection:** The PHA and the Resident or representative shall inspect the dwelling unit prior to occupancy by the Resident. The PHA will give the 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 the PHA and the Resident and a copy of the statement retained in the Resident's folder [24 CFR 966.4 (i)]. The PHA will correct any deficiencies noted on the inspection report, at no charge to the Resident.
- (b) Move-out Inspection:** The PHA will inspect the unit at the time the Resident vacates and give the Resident a written statement of the charges, if any, for which the Resident is responsible. The Resident and/or representative may join in such inspection, unless the Resident vacates without notice to the PHA [24 CFR 966.4 (i)].

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### **XVI. Entry of Premises during Occupancy**

#### **(a) Resident Responsibilities:**

1. The Resident agrees that the duly authorized agent, employee, or contractor of the PHA will be permitted to enter the Resident's dwelling during reasonable hours for the purpose of performing routine maintenance, making improvements or repairs, inspecting the unit, or showing the unit for releasing [24 CFR 966.4 (j)(1)].
2. When the Resident calls to request maintenance on the unit, the PHA shall attempt to provide such maintenance at a time convenient to the Resident. If the Resident is absent from the dwelling unit when the PHA comes to perform maintenance, the Resident's request for maintenance shall constitute permission to enter.
3. Except for emergencies, management (and third-party contracted vendors) will not enter a dwelling unit where an animal resides for the performance of repairs or inspections unless the animal is accompanied and restrained for the entire duration of the inspection or repair by the animal owner or responsible person designated by the animal owner. The animal must be physically restrained until management has completed its tasks. Any delays or interruptions suffered by management in the inspection, maintenance, and upkeep of the premises due to the presence of an animal may be cause for Lease termination.

#### **(b) PHA Responsibilities:**

1. The PHA shall give the Resident at least 48 hours written notice that the PHA intends to enter the unit. The PHA may enter only at reasonable times. A written statement specifying the purpose of the PHA entry delivered to the dwelling unit at least two days before such entry will be considered reasonable advance notification [24 CFR 966.4 (j)(1)].
2. The PHA may enter the Resident's dwelling unit at any time without advance notification when there is reasonable cause to believe that an emergency exists [24 CFR 966.4 (j)(2)].
3. If the Resident and all adult members of the household are absent from the dwelling unit at the time of entry, the PHA shall leave in the dwelling unit a written statement specifying the date, time, and purpose of entry prior to leaving the dwelling unit [24 CFR 966.4 (j)(3)].

### **XVII. Notice Procedures**

- (a) **Resident Responsibility:** Any notice to the PHA must be in writing, delivered to the Development Office or to the PHA's central office, or sent by prepaid first-class mail, properly addressed [24 CFR 966.4 (k)(1)(ii)].

- (b) **PHA Responsibility:** Notice to the Resident must be in writing, delivered to the Resident or to any adult member of the household residing in the dwelling unit, or sent by first-class mail addressed to the Resident [24 CFR 966.4 (k)(1)(i)]. This requirement does not apply to notices of entry of premises under Part 1 Section XVI (b).

1. **Over-Income Families** [24 CFR 960.507(c)(3); 24 CFR 960.509; Notice PIH 2023-03]
  - i. If the PHA determines that the family exceeds the over-income limit for 24 consecutive months, the family will be charged an alternative monthly non-public housing rent, which is the higher of the applicable fair market rent or the alternative non-public housing rent as defined by HUD.
  - ii. The family will be sent an Initial Notice at the time of the determination that the family is over-income. If the family remains over-income after 12 months, the PHA will send the family a Second Notice. If the family remains over-income after 24 months, the PHA will

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send the family a Final Notice which will include a new non-public housing over-income lease (NPHOI) and inform the family that the lease must be executed no later than 60 days from the date of the notice or at next lease renewal, whichever is sooner. Once the non-public housing lease is signed, the family is no longer a public housing participant and the provisions of this lease are no longer applicable to the family. If the Resident does not execute the lease within this time period, the PHA must terminate tenancy no more than 6 months after the notification. All notices will afford the family the opportunity for a hearing in accordance with the PHA's grievance procedures.

- iii. If, at any time before the conclusion of 24 consecutive months, the family is determined to be below the over-income limit, the family will no longer be subject to the over-income provisions.
- (c) Unopened, canceled, first class mail returned by the post office shall be sufficient evidence that notice was given.
- (d) The PHA will ensure that all notices are provided in a manner that is effective for persons with hearing, visual, and other impairments [24 CFR 966.4 (k)(2); PIH 2023-03].

**XVIII. Termination of Lease and Eviction:** In terminating this Lease, the following procedures shall be followed by the PHA and the Resident:

- (a) **Grounds for Termination of the Lease:** The Lease may be terminated only for serious or repeated violations of material terms of the Lease, or for other good cause [24 CFR 966.4 (l)(2)].
  - 1. Serious or repeated violation of terms of this Lease for which the PHA may terminate the Lease shall include but are not limited to:
    - i. Failure to pay rent or other payments when due as described in Sections IV and V above [24 CFR 966.4 (l)(2)];
    - ii. Failure to fulfill Resident obligations as detailed in Section XIII above [24 CFR 966.4 (l)(2)].
  - 2. Other good cause, for which the PHA must, per HUD regulations, terminate this Lease, includes the following:
    - i. Failure to sign and submit consent form(s) the Resident, family members, or household members are required to sign [24 CFR 960.259 (a) and (b)];
    - ii. Failure to submit required documentation in the required timeframe concerning any family member's citizenship or immigration status, or the United States Citizenship and Immigration Service (USCIS) does not verify eligible immigrant status of the family, resulting in no eligible family members, or a family member who knowingly permits another ineligible individual to reside in the unit without the knowledge of the PHA [24 CFR 5.514 (c) and (d); 24 CFR 960.259 (a)];
    - iii. Failure to provide the documentation or certification required for any household member who obtains a Social Security number or joins the family [24 CFR 5.218 (c); 24 CFR 960.259 (a)(3)];
    - iv. Failure to accept the PHA's offer of a Lease revision to an existing Lease, providing the PHA has complied with the HUD regulations the PHA's policies in the ACOP [24 CFR 966.4 (l)(2)(iii)(E)];
    - v. Discovery by the PHA that a member of an assisted household was subject to a lifetime sex offender registration requirement at admission and was erroneously admitted after June 24, 2001. The PHA must immediately terminate assistance for the household

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member. In this situation, the PHA will offer the family the opportunity to remove the ineligible family member from the household. If the family is unwilling to remove that individual from the household, the PHA will terminate assistance for the household [Notice PIH 2012-28];

- vi. Determination by the PHA that a household member has ever been convicted of the manufacture or production of methamphetamine on the premises of federally assisted housing [24 CFR 966.4 (l)(5)(i)(A)];
  - vii. Death of the sole family member [Notice PIH 2012-4];
  - viii. Refusal by the Resident to enter into a repayment agreement or failure to make payments on an existing or new repayment agreement [Notice PIH 2018-18];
  - ix. Exceeding the over-income limit for 24 consecutive months. Within 60 days of the PHA's final notification of the end of the 24-month period or the next lease renewal (whichever is sooner), the PHA will terminate the family's public housing lease. The family will be required to enter into a non-public housing over-income (NPHOI) lease and pay the higher of the applicable fair market rent (FMR) or the "alternative rent" as defined by HUD. Failure to execute the lease within the required time frame will result in termination of tenancy no more than six months after the date of the final notice (see XVII(b)(1). [24 CFR 960.507; FR Notice 7/16/18; Notice PIH 2023-03; FR Notice 2/14/23].
3. Other good cause for which the PHA may, in accordance with HUD regulations and its ACOP, terminate this Lease, includes but is not limited to the following:
- i. Failure to make payments due under the Lease [24 CFR 966.4 (l)(2)(i)(A)], including:
    - a. Repeated late payment, which shall be defined as failure to pay the amount of rent or other charges due by the fifth business day of the month. Four such late payments within a 12-month period shall constitute a repeated late payment.
    - b. Failure to pay utility bills when the Resident is responsible for paying such bills directly to the supplier of utilities [24 CFR 966.4 (a)(1)(iv) and 24 CFR 966.4 (f)(5) and (8)].
  - ii. Misrepresentation of family income, assets, or household composition [24 CFR 966.4 (c)(2)];
  - iii. Failure to furnish such information and certifications regarding family composition and income as may be necessary for the PHA to make determinations with respect to rent, eligibility, and the appropriateness of dwelling size [24 CFR 966.4 (c)(2)];
  - iv. Absence by the family from the public housing unit for more than 180 consecutive days without adequately verifying that they are living in the unit [24 CFR 982.551(i)];
  - v. Serious or repeated damage to the dwelling unit or creation of physical hazards in the unit, common areas, grounds, or parking areas of any development site [24 CFR 966.4 (l)(2)(i)(B)];
  - vi. Criminal activity by the Resident, household member, or guest, including criminal activity that threatens the health, safety or right to peaceful enjoyment of the premises by other residents, PHA management staff residing on the premises, or other residents in the immediate vicinity, including any drug-related criminal activity on or off the premises [24 CFR 966.4 (l)(2)(iii)(A)];
  - vii. Criminal activity by other person under the Resident's control that threatens the health, safety, or right to peaceful enjoyment of the premises by other residents, PHA management staff residing on the premises, or other residents in the immediate vicinity,



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- including any drug-related criminal activity on the premises [24 CFR 966.4 (l)(2)(iii)(A)] and [24 CFR 966.4 (l)(5)(i)(B) and (l)(5)(ii)(A)];
- viii. Failure to abide by the PHA's nonsmoking policy [24 CFR 965.653(a)];
  - ix. Failure on the part of the Resident to assure that no member of the household engages in:
    - a. An abuse or pattern of abuse of alcohol that affects the health, safety, or right to peaceful enjoyment of the premises by other residents [24 CFR 966.4 (l)(5)(vi)(A)];
    - b. Use of any illegal drug or a pattern of drug use that interferes with the health, safety, or right to peaceful enjoyment of the premises [24 CFR 966.4 (l)(5)(i)(B)];
  - x. Determination by the PHA that a household member has furnished false or misleading information concerning illegal drug use, alcohol abuse, or rehabilitation of illegal drug users or alcohol abusers [24 CFR 966.4 (l)(5)(vi)(B)];
  - xi. Seizure by law enforcement of illegal firearms, illegal weapons, or illegal drugs in a PHA unit;
  - xii. Resident is fleeing to avoid prosecution, or custody or confinement after conviction, for a crime, or attempt to commit a crime, that is a felony under the laws of the place from which the individual flees, or that, in the case of the State of New Jersey, is a high misdemeanor; or violating a condition of probation or parole imposed under federal or state law [24 CFR 966.4 (l)(5)(ii)(B)];
  - xiii. Any member of the household becoming subject to a registration requirement under a state sex offender registration program;
  - xiv. Discovery after admission of facts that made the Resident ineligible [24 CFR 966.4 (l)(5)(iii)(B)];
  - xv. Discovery of material false statements or fraud by the Resident in connection with an application for assistance or with reexamination of income [24 CFR 966.4 (l)(2)(iii)(C)];
  - xvi. Knowingly allow individuals on the PHA's Trespass List to be present in or near the Resident's premises;
  - xvii. Failure 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 [24 CFR 966.4 (c)(3)];
  - xviii. Failure to permit access to the unit by the PHA after proper advance notification for the purpose of performing routine inspections and maintenance, for making improvements or repairs, or to show the dwelling unit for re-leasing, or without advance notice if there is reasonable cause to believe that an emergency exists [24 CFR 966.4 (j)(1) and (2)];
  - xix. Violation by a family member of any federal, state, or local law that imposes obligations in connection with the occupancy or use of the premises;
  - xx. Any household member purposely disengages the unit's smoke/carbon monoxide detector. Only one warning will be given. A second incident will result in Notice of Lease Termination; or
  - xxi. A household member has engaged in or threatened violent or abusive behavior toward PHA personnel [24 CFR 966.4 (l)(5)(ii)(A)].
    - a. *Abusive or violent behavior towards PHA personnel* includes verbal as well as physical abuse or violence. Use of racial epithets, or other language, written or oral, that is customarily used to intimidate may be considered abusive or violent behavior.
    - b. *Threatening* refers to oral or written threats or physical gestures that communicate intent to abuse or commit violence.

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### (b) **Eviction**

1. Evidence. The PHA may evict the Resident by judicial action for criminal activity in accordance with this section if the PHA determines that the covered person has engaged in the criminal activity, regardless of whether the covered person has been arrested or convicted for such activity and without satisfying the standard of proof used for a criminal conviction;
2. A record or records of arrest may not be the sole basis for the termination or proof that the Resident engaged in criminal activity [Notice PIH 2015-19]. The PHA will follow any state or local laws that limit or prohibit the use of certain criminal records;
3. If the PHA seeks to terminate the tenancy for criminal activity as shown by a criminal record, the PHA shall notify the household of the proposed action based on the information and will provide the subject of the record and the Resident with a copy of the criminal record before the PHA issues a notice of termination. The Resident will be given an opportunity to dispute the accuracy and relevance of that record [24 CFR 966.4(l)(5)(iv)];
4. In deciding to evict for criminal activity, unless the termination is mandated by HUD as described in XVIII(a)(2), the PHA shall consider the circumstances of the case, including the seriousness of the offending action, the extent of participation by the leaseholder in the offending action, the effects that the eviction would have both on family members not involved in the offending activity and the extent to which the leaseholder has shown personal responsibility and has taken all reasonable steps to prevent or mitigate the offending action.
5. The PHA may require a Resident to exclude a household member in order to continue to reside in the assisted unit, where that household member has participated in or been culpable for action or failure to act that warrants termination [24 CFR 966.4 (l)(5)(vii)(C)]. The PHA may impose a condition that such excluded household members do not visit the unit. The PHA may require a family member who has engaged in the illegal use of drugs to present credible evidence of current participation in or successful completion of a treatment program as a condition to being allowed to reside in the unit [24 CFR 966.4 (l)(5)(vii)(D)].
6. The PHA's eviction actions will be consistent with fair housing and equal opportunity provisions under 24 CFR 5.105 [24 CFR 966.4 (l)(5)(vii)(F)].
7. When the PHA evicts an individual or family for criminal activity, the 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 stop mail delivery for such persons and they will have no reason to return to the unit [24 CFR 966.4 (l)(5)(iii)(B)].

### (c) **Notice of Proposed Termination:** The PHA shall give written notice of the proposed termination of the Lease of: [24 CFR 966.4 (l)(3)]

1. 30 days in the case of failure to pay rent [966.4(l)(3)];
  - i. All notices of lease termination due to a Resident's failure to pay rent will also include instructions on how the Resident can cure the nonpayment of rent violation, including [924 CFR 966.4(r)]:
    - a. An itemized amount separated by month of alleged rent owed by the Resident;
    - b. Any other arrearages allowed by HUD and included in the lease separated by month; and
    - c. The date by which the Resident must pay the amount of rent owed before an eviction for nonpayment of rent can be filed.

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- d. Information on how the Resident may recertify their income, request a minimum rent hardship exemption, or a request to switch from flat rent to income-based rent; and
- e. In the event of a Presidential declaration of a national emergency, information as required by HUD.
- i. The PHA will not proceed with filing an eviction if the Resident pays the alleged amount of rent owed within the 30-day notification period [24 CFR 966.4(q)].
- 2. Reasonable time, but not to exceed 30 days, considering the seriousness of the situation:
  - i. If the health or safety of other residents, PHA employees, or persons residing in the immediate vicinity of the premises is threatened; or
  - ii. If any member of the household has engaged in any drug-related criminal activity or violent criminal activity; or
  - iii. If any member of the household has been convicted of a felony.
- 3. 30 days in any other case, except that if a state or local law allows a shorter notice period, such shorter period shall apply [24 CFR 966.4 (l)(3)(C)].

### (d) Notice of Termination

- 1. The Resident may terminate this Lease at any time by giving 30 calendar days written notice as described in Section XVII(a) above. Property Managers will conduct a pre-vacate inspection to determine what, if any, damages may exist. Unit keys must be returned to the Property Office in order to properly vacate a unit.
- 2. Any Notice to Vacate (or quit) that is required by state or local law will be combined with the Notice of Lease Termination under this section [24 CFR 966.4 (l)(3)(iii)]. The Notice to Vacate shall be in writing and specify that if the Resident fails to quit the premises within the applicable statutory period, appropriate action will be brought against the Resident, and if the PHA prevails in court, the Resident may be required to pay the costs of court and attorney's fees.
- 3. The PHA notice of termination to the Resident shall state specific grounds for the termination, shall inform the Resident of the right to make such reply as the Resident may wish, and the Resident's right to examine and copy PHA documents directly relevant to the termination or eviction [24 CFR 966.4 (l)(3)(ii)].
- 4. All notices of Lease termination will include a copy of the forms HUD-5382 (VAWA Certification form) and HUD-5380 (Notice of Occupancy Rights under VAWA) to accompany the termination notice. Any Resident who claims that the cause for termination involves domestic violence, dating violence, sexual assault, stalking, or human trafficking of which the Resident or affiliated individual of the Resident is the victim, will be given the opportunity to provide documentation in accordance with Section XXI of this Lease and the PHA's policies in the ACOP.
- 5. When the PHA is required to offer the Resident the opportunity for a grievance hearing, the notice shall also inform the Resident of the right to request such a hearing in accordance with the PHA's grievance procedures [24 CFR 966.4 (l)(3)(ii)].
- 6. When the PHA is required to offer the Resident the opportunity for a grievance hearing concerning the Lease termination under the PHA's grievance procedure, the Lease shall not terminate (even if any Notice to Vacate under state or local law has expired) until the period to

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request a hearing has expired, or (if a hearing is requested) the grievance process has been completed [24 CFR 966.4 (l)(3)(iv)].

7. The hearing officer shall be appointed by the PHA and will be an impartial person, other than the person who made or approved the decision under review, and other than a subordinate of that person.
8. The PHA is located in a due-process state. The term *due process determination* means a determination by HUD that the laws of the jurisdiction provide the basic elements of due process as defined by HUD regulations [24 CFR 966.51].
  - i. Therefore, the PHA, in accordance with the regulations, excludes from the PHA administrative grievance procedure any grievance concerning a termination of tenancy or eviction that involves:
    - 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.
  - ii. When the PHA is not required to offer the Resident the opportunity for a hearing under the grievance procedure and the PHA has decided to exclude such grievance from the PHA grievance procedure, the Notice of Lease Termination shall:
    - a. State that the Resident is not entitled to a grievance hearing on the termination;
    - b. Specify the judicial eviction procedure to be used by the PHA for eviction and state that HUD has determined that this eviction procedure provides 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 [24 CFR 966.4 (l)(3)(v)].
9. The PHA may evict the Resident from the unit only by bringing a court action [24 CFR 966.4 (l)(4)].

### **XIX. Waiver**

No delay or failure by the PHA 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.

### **XX. Housekeeping Standards**

The Resident will comply with the PHA's housekeeping standards, as incorporated by reference in this Lease.

### **XXI. Domestic Violence, Dating Violence, Sexual Assault, Stalking, and Human Trafficking**

- (a) Incidents of actual or threatened domestic violence, dating violence, sexual assault, stalking, or human trafficking may not be construed either as serious or repeated violations of this Lease by the victim of such violence or as good cause for terminating the tenancy or occupancy rights of the victim of such violence, provided such victim is a signatory to this Lease or an affiliated individual [The Violence Against Women Act of 2013 (VAWA), 24 CFR 5.2003 and 24 CFR 5.2005(c)];
- (b) Criminal activity directly relating to domestic violence, dating violence, sexual assault, stalking, or human trafficking engaged in by a Resident, spouse, cohead, authorized household member or any guest, or other person under the Resident's control, shall not be cause for termination of the

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tenancy or occupancy rights, if the Resident or an affiliated individual is the victim of that domestic violence, dating violence, sexual assault, stalking, or human trafficking [24 CFR 5.2005(b)(2)];

- (c) The PHA may, in its discretion, seek to bifurcate this Lease, or remove a Resident or household member from this Lease without regard to whether the Resident or household member is a signatory to this Lease in order to evict, remove, terminate occupancy rights, or terminate assistance to any individual who is a Resident or household member and who engages in criminal activity directly relating to domestic violence, dating violence, sexual assault, stalking, or human trafficking against an affiliated individual without evicting, removing, terminating assistance to, or otherwise penalizing the victim of such violence who is also a Resident or an affiliated individual; provided that if such bifurcation occurs, and the removed Resident or lawful occupant was the sole household member eligible to receive assistance, the PHA will provide any remaining household member the opportunity to establish eligibility for housing [24 CFR 5.2009 (a) and (b) and 24 CFR 966.4 (e)(9)];
- (d) Nothing in this section limits the PHA's authority to terminate this Lease for violation of this Lease not based on criminal activity directly related to domestic violence, dating violence, sexual assault, stalking or human trafficking provided that the PHA does not subject any Resident or affiliated individual who has been a victim of domestic violence, dating violence, sexual assault, stalking or human trafficking to a more demanding standard than other residents or affiliated individuals in determining whether to terminate and evict [24 CFR 5.2005 (d)(2)];
- (e) Nothing in this section may be construed to limit the PHA's authority to terminate the tenancy of any Resident if the PHA can demonstrate an actual and imminent threat to other residents, PHA employees, or those providing service to the property if that Resident's tenancy is not terminated [24 CFR 5.2005 (d)(3)].

**XXII. Reasonable Accommodation for Persons with Disabilities:** For all aspects of the Lease and grievance procedures, a person with disabilities shall be provided reasonable accommodation to the extent necessary to provide the disabled individual with an opportunity to use and occupy the dwelling unit equal to a non-disabled person. The Resident may at any time during the term of the Lease or during any renewal term request reasonable accommodation, including reasonable accommodation so that the Resident can meet Lease requirements or other requirements of tenancy.

### XXIII. Definitions

- a) *Household* is the family and the PHA-approved live-in aide, family members of live-in aides, and foster children and/or adults [24 CFR 5.100].
- b) *Guest* is a person temporarily staying in the unit with the consent of a Resident or other member of the household who has express or implied authority to so consent on behalf of the Resident [24 CFR 5.100].
- c) *Other person under the Resident's control* means a person who is, or was at the time of the activity in question, on the premises because of an invitation from the Resident or other member of the household who has express or implied authority to so consent on behalf of the Resident. Absent evidence to the contrary, a person temporarily and infrequently on the premises solely for legitimate commercial purposes is not under the Resident's control [24 CFR 5.100].
- d) *Premises* means the building, complex or development in which the public or assisted housing dwelling is located, including common areas or grounds [24 CFR 5.100].

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- e) *Material noncompliance* includes:
1. One or more substantial violations of the Lease and regulations;
  2. Repeated minor violations of the Lease and regulations that:
    - i. Disrupt the livability of the development
    - ii. Adversely affect the health or safety of any person or the right of any resident to the quiet enjoyment of the leased premises and related development facilities;
    - iii. Interfere with the management of the development; or
    - iv. Have an adverse financial effect on the development.
  3. Failure of the Resident to timely supply all required information on the income and composition, or eligibility factors, of the Resident household (including but not limited to, failure to meet the disclosure and verification requirements for Social Security numbers, or failure to sign and submit consent forms for the obtaining of wage and claim information);
  4. Nonpayment of rent or any other financial obligations due under the Lease beyond any grace period permitted under state law. The payment of rent or any other financial obligation due under the Lease after the due date but within the grace period permitted under state law constitutes a minor violation.
- f) *Pattern of illegal drug use* means more than one incident of any use of illegal drugs during the previous six months.
1. *Pattern of abuse of alcohol* means more than one incident of any such abuse of alcohol during the previous six months.
  2. *Drug-related criminal activity* means the illegal possession, manufacture, sale, distribution, use, or possession with intent to manufacture, sell, distribute, or use a controlled substance as defined in Section 102 of the Controlled Substances Act [24 CFR 5.100].
  3. *Drug* means a controlled substance as defined in section 102 of the Controlled Substances Act (21 U.S.C. 802).

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**Public Housing Lease Agreement**

**PART 2: RESIDENTIAL LEASE AGREEMENT: Lease Execution**

By signature below, the Resident and household agree to the terms and conditions of this Lease and all additional documents made a part of the Lease by reference. The Resident and household further acknowledge that the Provisions of this Lease Agreement, Part 1.I - XXIII, have been received and thoroughly explained, and all questions answered.

RESIDENT (HOH)	_____	DATE _____
CO-RESIDENT	_____	DATE _____
CO-RESIDENT	_____	DATE _____
MANAGER	_____	DATE _____
WITNESS	_____	DATE _____

**RESIDENT 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 the PHA before execution of the 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 the PHA 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.

RESIDENT (HOH) SIGNATURE \_\_\_\_\_ DATE \_\_\_\_\_

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### ATTACHMENTS

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

- |   |   |
|---|---|
| <input checked="" type="checkbox"/> Part I of this Lease  | <input type="checkbox"/> Part II of this Lease    |
| <input type="checkbox"/> Family Choice in Rent (Income-Based or Flat Rent)  | <input type="checkbox"/> Pet Policy               |
| <input type="checkbox"/> Standard Maintenance Charges (may be updated) Procedures   | <input type="checkbox"/> Maintenance Contact      |
| <input type="checkbox"/> Lead Hazard Notice Information Pamphlet  | <input type="checkbox"/> Lead Disclosure Addendum |
| <input type="checkbox"/> Grievance Procedure (may be updated)   | <input type="checkbox"/> Housekeeping Standards   |
| <input type="checkbox"/> Move-In Inspection (copy)  | <input type="checkbox"/> Parking Policy           |
| <input type="checkbox"/> Smoke Free Policy (copy)   | <input type="checkbox"/> Rent Collection Policy   |
| <input type="checkbox"/> Community Service & Self-Sufficiency Requirement (CSSR)  | <input type="checkbox"/> House Rules              |
| <input type="checkbox"/> Reasonable Accommodation or Physical Modification Request Form                                   |   |
| <input type="checkbox"/> Form HUD-5380 (Notice of Occupancy Rights under the Violence Against Women Act (VAWA))           |   |
| <input type="checkbox"/> Form HUD-5382 (Certification of Domestic Violence, Dating Violence, Sexual Assault, or Stalking) |   |
| <input type="checkbox"/> Other:   |   |

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☐ Other:

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