

5. CHARGES FOR UTILITIES AND SPECIAL SERVICES:

A. Supplied Utilities: In those units where the \_\_\_\_\_ supplies the utilities, the \_\_\_\_\_ will supply electricity, natural gas, heating fuel, water, and sewer service. The \_\_\_\_\_ will not be liable for the failure to supply utility service for any cause whatsoever beyond its control.

The Resident agrees not to waste the utilities provided by the \_\_\_\_\_ and to comply with any applicable law, regulation, or guideline of any governmental entity regulating utilities or fuels.

B. Supplied Appliances: The \_\_\_\_\_ will provide a cooking range and refrigerator in all units regardless of whether the \_\_\_\_\_ supplies the utilities or the Resident contracts with a utility supplier. Electrical appliances, air conditioners, freezers, extra refrigerators, etc. may be installed and operated only with the prior written approval of the \_\_\_\_\_. The following monthly charges will be payable by the Resident for the utilities used in the operation of such appliances

<u>ITEM</u>	<u>MONTHLY CHARGE</u>
Freezer Unit/additional refrigerator	\$10.00
Dryer	\$10.00
Washing Machine	\$10.00
Dishwasher	\$10.00

**Air Conditioners: In regard to air conditioners the resident will be charged \$30.00 per air conditioner unit during the months of June, July, August, and September (\$120.00 annually per air conditioner), regardless of usage.**

All appliances supplied by \_\_\_\_\_ that require replacement or repair for other than ordinary wear and tear shall be replaced or repaired at the expense of the resident.

C. Resident Supplied Utilities: In those units where the \_\_\_\_\_ does not supply all of the utilities, the Resident shall be responsible for securing those utilities not supplied by the \_\_\_\_\_ and shall pay directly to the utility provider all deposits and charges necessary to secure and maintain UNINTERRUPTED service. Failure to maintain utility services during the tenancy constitutes a serious violation of the lease and grounds for eviction.

D. Resident Supplied Appliance where Utilities supplied by \_\_\_\_\_: The Resident shall be charged \$5.00 per month for a refrigerator owned and/or used by the Resident that is of greater cubic footage than customarily supplied by the \_\_\_\_\_

E. Parking Charges: The Resident may be assigned a parking space by the \_\_\_\_\_ if the Resident has a valid driver's license, insurance and current vehicle registration in the Resident's own name. Spaces are limited to one (1) per family and are assigned on a first-come, first-serve basis. The fee for said parking space is \$10.00 per month except if the owner of the registered vehicle is 62 years old or older, in which event the fee for the parking space is \$5.00 per month. If the Resident fails to pay his/her parking fee after the 7th calendar day of the month or the 5th business day, whichever is first, then the \_\_\_\_\_ shall issue the Resident a demand that the parking fee be paid within five (5) days, and in the event the Resident fails to pay the parking fee within the five (5) day period, the \_\_\_\_\_ shall revoke the Resident's parking permit and assign the space to another Resident. All notices sent to the Resident pursuant to this paragraph are subject to the \_\_\_\_\_'s Grievance Procedure, annexed hereto as Appendix A.

F. Pet Charges: The \_\_\_\_\_ has a pet policy the terms of which are attached hereto as Appendix B and incorporated by reference into this lease. If the pet is a dog or a cat, a refundable pet deposit must be paid by the Resident in accordance with the \_\_\_\_\_ pet policy

G. Repair Charges: The Residents shall pay reasonable charges for the repair of damages to the dwelling unit (other than for wear and tear) or to the project (including damages to project buildings, facilities or common areas) caused by the Residents or a guest of the Residents.

6. CONDITION OF PREMISES:

The Resident and a \_\_\_\_\_ representative shall inspect the dwelling unit prior to commencement of occupancy by the Resident. The \_\_\_\_\_ will furnish the Resident with a written statement of the condition of the unit, and the equipment provided with the unit. The statement shall be signed by the \_\_\_\_\_ representative and the Resident, and a copy of the statement shall be retained by the \_\_\_\_\_ in the Resident's file. By signing the statement the Resident acknowledges that the premises, fixtures, equipment, and appliances are in good condition and in operable order on the date of the Resident's first occupancy. **The Resident agrees to keep all fixtures, equipment and appliances as provided in working order and to make no alteration and commit no waste in the dwelling unit.** At the time the Resident vacates the unit, the Resident and a \_\_\_\_\_ representative shall again inspect the unit, unless the Resident has vacated the unit without notice to the \_\_\_\_\_ and is unavailable to participate in the reinspection. After the reinspection, the \_\_\_\_\_ shall furnish the tenant a statement of any repairs which are required to restore the unit to the same condition as when it was first occupied. All charges for the repairs shall be made in accordance with the \_\_\_\_\_'s schedule of charges, a copy of which is posted at the \_\_\_\_\_ main office and incorporated into this lease by reference. No charges shall be assessed for those repairs associated with reasonable wear and tear of the dwelling unit.

7. RESPONSIBILITIES OF THE \_\_\_\_\_:

A. Maintenance: The \_\_\_\_\_ will maintain the dwelling unit and the project building, facilities and common areas, not otherwise assigned to the Resident for maintenance and upkeep, in clean, decent, safe and sanitary condition. \_\_\_\_\_ Additionally, the \_\_\_\_\_ will 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 \_\_\_\_\_

B. Code Compliance: The \_\_\_\_\_ will comply with the requirements of applicable building codes, housing codes, and HUD regulations that materially affecting the Resident's health and safety.

C. Repairs: The \_\_\_\_\_ will make necessary repairs to the leased premises. \_\_\_\_\_! Where a Resident requests maintenance in the dwelling unit, the \_\_\_\_\_ shall attempt to provide such maintenance at a time convenient to the Resident.

D. Garbage Collection: The \_\_\_\_\_ will provide and maintain appropriate receptacles and facilities for the deposit of garbage, rubbish, recyclables and other waste removed from the premises by the Resident as required by this lease.

E. Lead Base Paint Education: The \_\_\_\_\_ will provide the Residents with a Lead Hazard Information Pamphlet, and a Lead Disclosure Addendum is attached to this lease as Appendix C, the content of which is incorporated herein by reference.

G. Exterminations: The \_\_\_\_\_ will provide extermination services in the premises on a regularly scheduled basis or as conditions may require.

H. Water & Heat: The \_\_\_\_\_ will supply running water and reasonable amounts of hot water and reasonable amounts of heat at appropriate times of the year, in accordance with state and local law, except where heat or hot water is generated by an installation within the exclusive control of the tenant and supplied by a direct utility connection.

## 8. RESPONSIBILITIES OF THE RESIDENT:

A. Code Compliance: The Residents shall abide by all regulations and building and housing codes of the federal, state and local governments and/or rules of the \_\_\_\_\_ which have been promulgated for the benefit and well-being of the community and the Residents. All rules of the \_\_\_\_\_ including those in \_\_\_\_\_ Admissions and Continued Occupancy Policy ("ACOP") and those posted at the Residents' site office are incorporated by reference into this lease.

B. Payments: The Residents shall pay all monies due under this lease, including but not limited to rent, security deposit, repair and/or maintenance charges, court costs, and/or fees for utilities and special services. Additionally, the Residents shall pay a charge of \$25.00 to compensate the \_\_\_\_\_ in the event a check tendered to the \_\_\_\_\_ by a Resident is returned by the bank for any reason. Maintenance and/or repair charges incurred for damage that exceeds normal wear and tear shall be assessed in accordance with the \_\_\_\_\_ schedule of charges, which is posted at the \_\_\_\_\_'s main office and incorporated into this lease by reference. \_\_\_\_\_ Said charges shall become due and owing two weeks after the \_\_\_\_\_ serves written notice upon the Residents of the charges assessed. \_\_\_\_\_ The Residents' failure to pay such charges is a serious violation of this lease, for which the \_\_\_\_\_ may terminate the lease.

C. Maintenance: The Residents shall maintain the dwelling unit and all other areas assigned to the Residents for the Residents' exclusive use in a clean and safe condition. \_\_\_\_\_ Upon the change of seasons, the Residents shall clean and/or otherwise maintain all outside areas assigned to the Residents' exclusive use, except if the Resident is unable to perform such tasks because of age or disability. [966.4(g)]

Additionally the residents shall:

1. refrain from installing additional locks upon any doors or windows without the written consent of the \_\_\_\_\_
2. hang pictures with nails or pushpins, and not tape. Before hanging a heavy object, such as a mirror, the Resident shall consult with the \_\_\_\_\_
3. refrain from constructing swimming pools, fences, or any other miscellaneous structures on \_\_\_\_\_ property without the written consent of the \_\_\_\_\_
4. plant trees, shrubs, flowers or gardens on \_\_\_\_\_ property only upon the written consent of the \_\_\_\_\_
5. refrain from using contact paper, wall paper or wall paneling.
6. paint only upon the written consent of the \_\_\_\_\_
7. refrain from using or applying varnish.
8. refrain from making alterations or repairs to the interior of the dwelling unit or from using equipment or appliances not supplied by the \_\_\_\_\_ without the written consent of the \_\_\_\_\_
9. refrain from installing any wall-to-wall carpeting, permanent floor covering or window treatments without the written consent of the \_\_\_\_\_
10. be held strictly responsible for any loss or damage to the \_\_\_\_\_ property resulting from overflow from toilets, sinks, washers, bathtubs, or basins caused by the Resident's negligence. The Resident shall also be responsible for loss or damage to other resident's property due to negligent acts or omissions of the Resident, the Resident's household members, guests, visitors, or other persons under the Resident's control.
11. refrain from, and cause guests to refrain from, destroying, defacing, damaging, or removing any part of the dwelling unit or project.
12. refrain from disengaging smoke detectors located in the unit or other property owned by the \_\_\_\_\_

D. Eligibility: The Residents shall comply with all eligibility requirements set forth in the federal regulations and/or required by the \_\_\_\_\_

E. Quiet Enjoyment: The Residents, members of their household, their guests, and/or other persons under the Residents' control, shall act in a manner that respects the right of other residents to the peaceful and quiet enjoyment of the premises, and is conducive to maintaining the project in a decent, safe and sanitary condition. \_\_\_\_\_ Residents shall assure that no person under their control engages in any criminal activity that threatens the health, safety or right to peaceful enjoyment of the premises by other residents or engages in drug related activity on the premises. \_\_\_\_\_ The Residents, members of their household and/or their guests shall not:



1. disturb or permit the disturbance of others by the loud use of musical instruments, music or other sounds.
2. place or permit to be placed upon the outside windowsills, or thrown or suspended from windows, balconies or railings of the building, any items that can fall and cause injury to persons or property below.
3. erect or hang radio or television antennas or satellite dishes on or from any part of the premises.
4. allow children to be unruly, unattended and/or unsupervised.
5. allow any individual that has been barred or banned from the \_\_\_\_\_'s property to be in the Resident's unit.
6. engage in any criminal activity that threatens the health, safety or right to peaceful enjoyment of the premises by other residents.
7. engage in any drug-related criminal activity on or off the premises.
8. engage in abuse or pattern of abuse of alcohol that affects the health, safety, or right to peaceful enjoyment of the premises by other residents.

F. **Lawful Behavior:** The \_\_\_\_\_ has a "one strike" policy that provides for the termination of the Residents' lease in the event of drug-related and other criminal activities that are prohibited by applicable federal regulations. The applicable federal regulations, incorporated into this lease by reference, provide that where Residents, members of their household, their guests, and/or other persons under the Residents' control, engage in criminal activity that threatens the health, safety, or right to peaceful enjoyment of the premises by other residents or threatens the health, safety, or right to peaceful enjoyment of their residences by persons residing in the immediate vicinity of the premises, the Residents' lease shall be terminated. \_\_\_\_\_ Additionally, this lease shall be terminated for any drug-related criminal activity committed in on or off the premises, by the Residents, any member of the Residents' household, or any guest, and/or any drug-related criminal activity committed on the premises by any person under the Residents' control. \_\_\_\_\_ Further, this lease shall be terminated if the \_\_\_\_\_ determines that a household member is illegally using a drug or if the \_\_\_\_\_ determines that a pattern of illegal use of a drug interferes with the health, safety, or right to peaceful enjoyment of the premises by other residents. \_\_\_\_\_ For purposes of this paragraph, the term "drug-related criminal activity" means the illegal manufacture, sale, distribution, use, or possession with intent to manufacture, sell, distribute, or use, of a controlled substance (as defined in \_\_\_\_\_). Additionally the Resident shall not:

1. display, or allow household members or guests to display, discharge or threaten to display or discharge a firearm of any type, including "B-B" guns, on the \_\_\_\_\_ property;
2. display, or allow household members or guests to display, use or threaten to use a knife, club, or any other weapon against any person on the \_\_\_\_\_ property;
3. act, or allow household members and guests to conduct themselves in a manner that is detrimental to the community or the residents or the employees of the \_\_\_\_\_

G. **Comply with Pet Policy:** The Resident shall keep all pets in accordance with the \_\_\_\_\_'s Pet Policy, which is annexed hereto as appendix B and incorporated herein by reference.

H. **Park Lawfully:** The Resident shall park legally and in accordance with the following:

1. The Resident and members of the Resident's household, visitors and guests shall use the designated parking areas and shall refrain from parking on lawns, sidewalks and fire lanes.
2. The Resident shall maintain the vehicle in good working order and in compliance with local and state law (i.e. no loud mufflers, leaky oil tanks, vehicles without wheels, etc.).
3. The Resident shall refrain from making repairs to vehicles while parked on the \_\_\_\_\_'s property.
4. The Resident agrees to pay towing and/or booting charges for all vehicles lawfully removed.

I. **Garbage Disposal:** The Residents shall separate their recyclable garbage (metal, bottles, cans, cardboard and paper) and shall dispose of their garbage, rubbish and other waste from the dwelling unit in a sanitary and safe manner, and in accordance with local law, in receptacles provided by the \_\_\_\_\_. In the event fines are levied by \_\_\_\_\_ and/or the \_\_\_\_\_ because of the Residents' failure to comply with the county's and/or city's recycling laws, rules or regulations, the Residents shall pay said fines as a condition of their continued occupancy.

J. **Conserve Energy:** The Residents agree not to waste the utilities provided by the \_\_\_\_\_ and to comply with any applicable law, regulation, or guideline of the \_\_\_\_\_ or any governmental entity regulating utilities or fuels. \_\_\_\_\_ The Residents also agree to abide by any local ordinance or \_\_\_\_\_ rule restricting or prohibiting the use of space heaters in multi-dwelling units.

K. **Comply with Housekeeping Standards:** The Residents agree to maintain the dwelling unit in good repair, and in accordance with \_\_\_\_\_'s Housekeeping Policy, a copy of which is annexed as Appendix D, and incorporated herein by reference.

L. **Keep Unit in Safe Condition:** The Residents agree not to store gasoline or any flammable or explosive substances inside the dwelling unit, on any porch of the dwelling unit, or in any building located in near proximity to the dwelling unit. Additionally, the Residents agree not to dispose of such items in the \_\_\_\_\_'s compactors.

M. **Report Unsafe Conditions:** The Residents agree to immediately and personally report to the \_\_\_\_\_ all unsafe conditions which are known to or observed by the Residents, either in the common areas or in the dwelling unit leased by the Residents.

N. **Use Building Systems Appropriately:** The Residents shall use all electrical, plumbing, sanitary, heating, ventilating, air conditioning, and other facilities and appurtenances, including elevators, in a reasonable manner. \_\_\_\_\_ Under no circumstances shall rubbish, sanitary items or other foreign substances be thrown into a toilet bowl. The Residents expressly agree not to use their stove for the purpose of heating the dwelling unit.

O. Grant Entry to Exterminators and Inspectors: The Residents shall permit entry into the dwelling unit by exterminators and/or inspectors employed or authorized by the \_\_\_\_\_, or by a governmental agency, at reasonable hours and upon reasonable notice for the purpose of exterminating and/ inspecting the unit.

P. Use Dwelling Unit for Residents Only: The Residents shall use the premises as a private dwelling only for the household members identified in paragraph 1 of this lease, or, with the written consent of the \_\_\_\_\_, care of foster children and live-in care of a member of the Residents' family. The Residents agree to neither assign nor sublease the dwelling unit. \_\_\_\_\_ Additionally, the Residents agree not to give accommodations to boarders or lodgers, and not to allow guests to stay in the unit in excess of 14 days without the advance written consent of the \_\_\_\_\_.

Q. Comply with Community Service Policy: The Residents agree to comply with \_\_\_\_\_'s Community Service/Economic Self Sufficiency Requirement Policy for Public Housing Residents ("Community Service Policy"), a copy of which is annexed as Appendix E and incorporated herein by reference.

## 9. OTHER SERIOUS AND MATERIAL TERMS OF RESIDENTS' OCCUPANCY RELATING TO FAMILY COMPOSITION AND INCOME

A. Where, pursuant to paragraph 1 of this lease, the \_\_\_\_\_ has given written approval for an additional person to live in the subject premises, or where an additional person is added upon the birth or adoption of a child, or pursuant to a custody award entered by a court of competent jurisdiction, the Residents must report the actual addition of that child or pre-approved person within ten (10) days of the date he/she moves in to the premises. Additionally, any change in total family income must be reported to the \_\_\_\_\_ by the Residents in person within ten (10) days of the change.

B. The status of each family is to be re-examined at least once a year, at which time the \_\_\_\_\_ must provide the Residents with the opportunity to choose between a FLAT or INCOME BASED RENT. Residents who choose to pay a FLAT RENT shall be subject to an income reexamination by the \_\_\_\_\_ every three years.

Regardless of whether the Residents pay a FLAT or INCOME BASED RENT, the Residents shall participate in a reexamination of their eligibility for public housing once each year, according to the following procedures:

*Application Process*: Upon written notification from the \_\_\_\_\_, the \_\_\_\_\_ shall require a written Application for Continued Occupancy to be completed, signed and verified as accurate by the heads of household. In the Application for Continued Occupancy the Residents shall supply the \_\_\_\_\_ with accurate information about: family composition, age of family members, income and source of income of all family members, assets, and related information necessary to determine eligibility, annual income, adjusted income, and rent. Additionally, in regard to the \_\_\_\_\_'s Community Service/Economic Self Sufficiency Requirement Policy for Public Housing Residents ("Community Service Policy"), all non-exempt Residents 18 years old and older shall certify their compliance with the Community Service Policy during their annual recertification. \_\_\_\_\_ copy of the \_\_\_\_\_ Community Service Policy, and all amendments thereto authorized and approved by the \_\_\_\_\_ Board of Commissioners, is annexed as Appendix E, and incorporated into this lease by reference.

Residents agree to furnish in adequate detail all information and data necessary to enable the \_\_\_\_\_ to determine (a) the rent to be charged; (b) the amount of retroactive rental charges, if applicable; (c) the dwelling size appropriate for the Residents, as determined by the \_\_\_\_\_'s ACOP and/or (d) whether a transfer to a different size or type of dwelling unit is required by the \_\_\_\_\_'s ACOP.

The \_\_\_\_\_ shall verify all information on the application by methods necessary to assure the \_\_\_\_\_ that the information is complete and true at the time of re-examination. The Residents agree to sign releases for third-party sources to enable the \_\_\_\_\_ to complete its verification process, and/or provide other forms of verification deemed acceptable to the \_\_\_\_\_.

*Redetermination of Eligibility for Public Housing*: As part of the Application for Continued Occupancy, the \_\_\_\_\_ shall duly certify to the U.S. Department of Housing and Urban Development that an investigation has been made of the Residents and that on the basis of that investigation it has been determined by the \_\_\_\_\_ that the Residents are eligible or ineligible for continued occupancy. In the event a determination has been made that the Residents are no longer eligible for public housing, the \_\_\_\_\_ shall proceed to terminate this lease in accordance with the provisions of paragraph 20.

*Redetermination of Rent During Annual Review*: The rent set forth in paragraph 3 of this lease will remain in effect until:

1. The Residents' source and/or amount of income (wages, public assistance, child support, unemployment, SSI, social security, monetary contributions from third parties, interest from financial institutions, etc.) changes and/or there is a change in the Residents' family status due to divorce, death, marriage, birth or adoption of additional children, assumption of legal custody of any minor children, or any person(s) who, with the written consent of the \_\_\_\_\_ is added to the lease as a member of the household.
2. Upon a change in the Residents' family composition or income, the \_\_\_\_\_ will re-calculate the Residents' rent in accordance with applicable federal guidelines.
3. Where applicable federal regulations require an adjustment to the rent set forth in paragraph 3 of this lease, the \_\_\_\_\_ will mail or deliver a notice of Rent Adjustment to the Resident. Rent adjustments made upon an annual re-examination, will become effective on a pre-determined date. Rent adjustments made as the result of an interim review will become effective as follows:
  - a. Rent decreases will become effective the first (1<sup>st</sup>) day of the month after the re-examination was completed; and
  - b. Rent increases will become effective the first (1<sup>st</sup>) day of the second (2<sup>nd</sup>) month after the re-examination was completed.



*Redetermination of Unit Size During Annual Review:*

Where the \_\_\_\_\_ determines during an annual review that, due to a change in the Residents' family size, the Residents occupy an oversized or undersized unit, the \_\_\_\_\_ shall notify the Residents via service of a written demand directing that they relocate into a sized unit that is in compliance with \_\_\_\_\_'s Admissions and Continued Occupancy Policy within fourteen (14) days. The Residents agree that upon service of a notice to relocate, the Residents shall transfer to the appropriately sized unit. \_\_\_\_\_ All notices of transfer served upon the Residents are subject to the \_\_\_\_\_'s Grievance Procedure.

C. It is a serious and material term and condition of this lease that the Residents must complete their annual reexamination within fourteen (14) days of the date scheduled or rescheduled by the \_\_\_\_\_ as the Residents' date of re-examination. Residents who have a FLAT RENT and fail to complete their reexamination within 14 days waive their entitlement to a continuation of the FLAT RENT and shall immediately be subject to a recalculation of their rent at the highest amount possible under applicable federal regulations. The \_\_\_\_\_ shall terminate the lease of all Residents who fail to complete their reexamination within fourteen (14) days of date scheduled or rescheduled by the \_\_\_\_\_ on the ground that the Residents have breached a serious and material term and condition of their lease.

**10. ENTRY OF PREMISES DURING TENANCY:**

A. The \_\_\_\_\_ shall, upon reasonable advance notification to the Resident, be permitted to enter the dwelling unit during reasonable hours for the purpose of performing routine inspections and maintenance, for making improvements or repairs, or to show the premises. A written statement specifying the purpose of the \_\_\_\_\_ entry delivered to the premises at least 48 hours (2 days) before such entry shall be considered reasonable advance notification. \_\_\_\_\_ An adult member of the family must be present when the \_\_\_\_\_ staff enters the unit to perform a non-emergency inspection. Where an adult family member is not present, the \_\_\_\_\_ is authorized under the terms of this lease to enter the unit with another staff member to conduct the inspection.

B. The Resident shall notify the \_\_\_\_\_ of any needed repairs in accordance with the established maintenance procedures of the \_\_\_\_\_. Such notice(s) shall be deemed an authorization by the Resident for the \_\_\_\_\_ to enter said premises with entrance door keys to make necessary repairs.

C. If the \_\_\_\_\_ has reason to believe that an emergency exists, the \_\_\_\_\_ may enter the premises at any time without advance notification or the Resident's consent.

D. Anytime an inspection is conducted outside the presence of the Resident or an adult household member, the \_\_\_\_\_ must provide a written statement to the Resident which specifies the date, time, and purpose of entry, and the \_\_\_\_\_ must leave that statement on the premises in a visible place before the \_\_\_\_\_ personnel leave the premises.

E. In the event federal, state, or local authorities require access to the premises for the purpose of addressing issues pertaining to the health and/or safety of the Residents, the \_\_\_\_\_ staff are authorized to provide such access.

**11. INSPECTIONS BY THE \_\_\_\_\_**

In addition to all other inspections required or permitted by the lease, all dwelling units and the equipment provided by the \_\_\_\_\_ may be inspected on an annual basis or more often if it appears that conditions exist that are detrimental to the integrity of the premises, if they impair the social environment of the community, and/or if they violate the \_\_\_\_\_ Housekeeping Policy. \_\_\_\_\_ Quality control inspections may be conducted at the discretion of the \_\_\_\_\_ to assure that repairs were completed at an acceptable level of craftsmanship and within an acceptable time frame. HUD representatives and/or local governmental officials may inspect the premises for the purpose of assessing the \_\_\_\_\_'s inventory. \_\_\_\_\_ inspectors may periodically conduct windshield and/or walk-through inspections to determine whether there may be lease violations, adverse conditions, or local code violations within the unit.

**12. TRANSFERS:**

A. The \_\_\_\_\_ reserves the right to relocate the Resident from the dwelling unit provided for in this lease into another dwelling unit owned by the \_\_\_\_\_ under the following circumstances:

1. The \_\_\_\_\_ determines that the size or design of the dwelling unit is no longer appropriate to the Resident's needs.
2. The \_\_\_\_\_ determines that the Resident's relocation is necessary to enable the Authority to rehabilitate the Resident's unit.
3. The Resident's unit has special features and the \_\_\_\_\_ determines that the unit should be made available to a Resident who is disabled.
4. The Resident's relocation is authorized under federal law.
5. The \_\_\_\_\_ determines that a transfer is required to abate a dangerous and/or substandard condition in the unit.
6. The transfer is scheduled as part of an approved relocation plan of the \_\_\_\_\_.

B. In the case of an involuntary transfer, the Resident shall be required to move into the new dwelling unit made available by the \_\_\_\_\_ within fourteen (14) days of the date the \_\_\_\_\_ serves the Resident with a written transfer notice. All involuntary transfers are subject to the \_\_\_\_\_'s Grievance Procedure.

C. Where a Resident requests a transfer from their dwelling unit, the \_\_\_\_\_ will consider that request in accordance with the transfer priorities established in the \_\_\_\_\_'s ACOP and applicable federal regulations. In the event the \_\_\_\_\_ approves a Resident's transfer request, the Resident shall be responsible for all moving costs related to the transfer, as well as the costs incurred by the \_\_\_\_\_ in effectuating the transfer, including but not limited to the costs associated with readying the new unit.

D. In the event the Resident is transferred, either voluntarily or involuntarily, the Resident and the \_\_\_\_\_ shall enter into a new lease agreement in regard to the new dwelling unit.

E. A Resident's failure to transfer to a new unit, absent a showing of good cause, shall be deemed a serious and material breach of the terms of this lease.

### 13. ACCOMMODATION FOR PERSONS WITH DISABILITIES:

The \_\_\_\_\_ shall, as required by law, provide reasonable accommodations to Residents with disabilities in regard to the terms and conditions of their occupancy, and in regard to the Residents' use of the \_\_\_\_\_'s Grievance Procedures. In regard to all aspects of this lease, a disabled Resident shall be provided with reasonable accommodation to the extent necessary to provide disabled persons with an opportunity to use and occupy the dwelling unit equal to a non-disabled person. At any time during the term of this lease, a Resident may request a reasonable accommodation, including an accommodation that will enable the Resident to meet the requirements of his/her lease, or other requirements of his/her tenancy.

If, during the term of this lease, a 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 him/her in complying with the lease, and the \_\_\_\_\_ cannot make any reasonable accommodation that would enable the Resident to comply with the lease THEN, the \_\_\_\_\_ will assist the Resident, or designated member(s) of the Resident's family, to find more 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 \_\_\_\_\_ will work with appropriate agencies to secure suitable housing and will terminate this lease.

At the time of admission, all Residents shall identify the family member(s) to be contacted if they become unable to comply with the terms of this lease.

### 14. PAYMENTS RECEIVED BY THE \_\_\_\_\_ FROM THE RESIDENT:

The \_\_\_\_\_ shall have the sole discretion to allocate, in a manner authorized by federal law, payments received from the Resident as rent, a security deposit, maintenance charges, court costs, utility costs, or any other non-rent charges, or as any combination thereof.

### 15. DESTRUCTION OF PREMISES:

If the premises are damaged to the extent that conditions are created which are hazardous to life, health, or safety of the Residents, (1) the Residents shall immediately notify the site manager of the damage; and (2) upon notice, the \_\_\_\_\_ shall repair the unit within a reasonable time. Where the damage was caused by the Resident, a member of the Resident's household, or a guest of the Resident, the reasonable cost of the repairs shall be charged to the Residents. If the repairs cannot be made within a reasonable time, the \_\_\_\_\_ shall offer alternate accommodations to the Residents, where available, and shall abate the rent in the damaged unit in proportion to the seriousness of the damage and loss in value. However, no abatement shall occur if the Residents reject the alternative accommodations or if the damage was caused by the Resident, a member of the Resident's household, or a guest of the Resident.

The \_\_\_\_\_ reserves the right to deny or grant the Resident re-occupancy into the original unit occupied by the Resident. Where the Resident fails to pay the cost of the repairs, or where the damage was caused by the Resident, a member of the Resident's household, or a guest of the Resident, nothing contained herein shall preclude the \_\_\_\_\_ from terminating this lease pursuant to the provisions of paragraph 20.

### 16. PROHIBITION AGAINST ALTERNATIVE HOUSING ACCOMMODATIONS:

A. The Residents agree not to have alternative housing or reside out of the dwelling unit for more than thirty (30) consecutive days unless prior written approval is received from the \_\_\_\_\_. If the entire family is absent from the unit, without \_\_\_\_\_ permission, for more than thirty (30) consecutive days, the unit will be considered to be vacant and \_\_\_\_\_ will terminate this lease.

B. Any member of the household will be considered permanently absent if he/she is away from the unit for ninety (90) days, within a 12 month period, except as otherwise provided with permission or approval of the \_\_\_\_\_. In the event a household member is away from the unit for ninety (90) days, the \_\_\_\_\_ shall, upon notice to the remaining Residents, remove his/her name from this lease, and the absent household member shall thereafter be prohibited from occupying the dwelling unit.

C. Where the Resident's absence from the unit is caused by, or the result of, a disability, the \_\_\_\_\_ will grant the Resident a reasonable accommodation to allow him/her to continue in occupancy despite an absence from the dwelling unit. During all such periods, however, the Resident shall be required to pay his/her rent and all other charges for which the Resident is liable under the terms of this lease.

### 17. ABANDONMENT OF DWELLING UNIT AND/OR PERSONAL PROPERTY:

A. In the event the Residents remove their furniture and other personal property from the dwelling unit, other than in the ordinary and usual course of continuing occupancy, the dwelling unit may, at the option of the \_\_\_\_\_, be considered abandoned.

B. Where the Residents abandon the dwelling unit, the \_\_\_\_\_ shall have the right to store or otherwise dispose of any remaining property abandoned by the Residents as follows:

1. Upon abandonment of the dwelling unit by the Residents, the \_\_\_\_\_ shall create an inventory of any personal property left in or about the dwelling unit;
2. The inventory shall be maintained at the \_\_\_\_\_'s Main Office, and shall be made available to the Residents upon request;



3. The \_\_\_\_\_ shall maintain any and all personal property left in or about the dwelling unit by the Residents for a period of no less than thirty days. After thirty days has expired from the date the inventory was created, the personal property inventoried shall be deemed abandoned, and the \_\_\_\_\_ shall have the right to dispose of the property listed, either by a private sale, or any other manner deemed appropriate.
4. The Residents may, within thirty days of the date the inventory is created, make a request in writing for a return of their property. Upon service of a timely request, the \_\_\_\_\_ shall return all personal property it inventoried to the Residents.

C. Where the Residents are removed from the dwelling unit pursuant to a Warrant of Eviction, any personal property left in or about the dwelling unit by the Residents shall be deemed abandoned and shall be returned to the Residents or disposed of by the \_\_\_\_\_ in accordance with paragraph 17(B).

#### 18. VACATING PREMISES:

A. The Residents shall notify the \_\_\_\_\_ in writing of their intent to vacate the dwelling unit thirty (30) days in advance of the date the unit is to be vacated. In the event the Residents fail to serve the \_\_\_\_\_ with a thirty day written notice before they vacate the unit, the Residents shall forfeit the security deposit paid by them under the terms of this lease and shall be liable for additional rent as it becomes due, until such time as the apartment is re-rented. A forfeiture of the security deposit shall not limit the \_\_\_\_\_'s rights to recover the cost of any repairs required in the dwelling unit, as provided for under the terms of this lease.

B. Where a thirty day written notice is served by the Residents, this lease shall terminate on the date set forth in the Residents' notice and the Residents shall vacate the unit on or before that date. There shall be no renewal whatsoever of this lease by operation of law once the Residents have served a thirty day notice to vacate upon the \_\_\_\_\_.

C. Upon vacating, the Residents shall remove all of their personal property and return the unit in as good a condition as when they first accepted it. Additionally, the Residents shall return to the \_\_\_\_\_ all keys (entrance door keys, mailbox keys, etc.) electronic passes, parking permits and identification cards used in regard to their occupancy in the unit, and provide the \_\_\_\_\_ with their forwarding address.

D. Any personal property left in the dwelling unit after the Residents have vacated the unit shall be deemed abandoned and shall be disposed of in accordance with the provisions of paragraph 17.

After the Residents have vacated the unit the \_\_\_\_\_ will mail the Residents an itemized statement of account to the forwarding address they have provided. In the event the Residents owe the \_\_\_\_\_ any monies under the terms of this lease, the \_\_\_\_\_ reserves the right to deduct said sums from the security deposit paid, in accordance with paragraph 4, and to pursue collection of any other monies owed as is allowed by law.

#### 19. CHARGES ASSESSED UPON TERMINATION OF THE TENANCY:

A. The \_\_\_\_\_ will refund the Residents' Security Deposit to them within thirty (30) days of the date they vacate the unit, subject to any deductions made in accordance with paragraphs 5, 8, 9, 15, 18 and 22, and subject further to the following costs that will be assessed against the Residents at the time they vacate the unit:

- (a) The cost of cleaning the unit;
- (b) The cost of cleaning the appliances; and
- (c) All outstanding court costs and legal fees authorized by a court of competent jurisdiction.

B. The \_\_\_\_\_ will forward any refund due to the Residents under the term of this lease to the Residents at the forwarding address they provide the \_\_\_\_\_ upon vacating the unit.

#### 20. TERMINATION OF LEASE:

A. The \_\_\_\_\_ may terminate this lease for a serious or repeated violation of material terms of this lease, including but not limited to failure to make payments due under its terms, failure to fulfill the Residents' Obligations set forth in paragraphs 8, 9 and 12, for being over the income limit for the program, and/or for "other good cause". "Other good cause" shall include, but is not limited to, the following:

1. The Resident or member of the Resident's household has been convicted for the manufacture or production of methamphetamine on the premises of federally assisted housing. Upon notice of the conviction, the Residents, the \_\_\_\_\_ will immediately terminate this lease.
2. The Residents, members of their household, their guests engage in drug-related activity, on or off the premises, or other persons under the Residents' control, engage in drug-related activity on the premises.
3. The Resident or member of the Resident's household is illegally using a drug or if the \_\_\_\_\_ determines that a pattern of illegal use of a drug interferes with the health, safety, or right to peaceful enjoyment of the premises by other residents.
4. The Resident or member of the Resident's household is engaging in criminal activity that threatens the health, safety, or right to peaceful enjoyment of the premises by other residents or threatens the health, safety, or right to peaceful enjoyment of their residences by persons residing in the immediate vicinity of the premises, the Residents' lease shall be terminated.
5. The Resident is fleeing to avoid prosecution, or custody or confinement after conviction, under the laws of the place from which the individual flees, for a crime, or attempt to commit a crime, which is a felony under the laws of the place from which the individual flees, or which, in the case of the State of \_\_\_\_\_ is a high misdemeanor under the laws of such State; or is violating a condition of probation or parole imposed under Federal or State Law.
6. The Resident or member of the Resident's household has engaged in abuse or a pattern of abuse of alcohol that threatens the health, safety, or right to peaceful enjoyment of the premises by other residents.

7. The Resident or member of the Resident's household has furnished false or misleading information concerning illegal drug use, alcohol abuse, or rehabilitation of illegal drug users or alcohol abusers.
8. The Resident has failed to pay utility bills when the Resident is responsible for paying such bills directly to the supplier of utilities.
9. The Resident has misrepresented or concealed: household income, assets, household composition, boarders, lodgers, guests, or any other person given accommodation; has otherwise failed to disclose facts that render the Resident ineligible for public housing; and/or has made materially false or fraudulent statements in connection with an application for assistance or with reexamination of income.
10. The Resident or a member of the Resident's household failed to comply with the [redacted] Community Service Policy, and twelve months have elapsed since the Residents were notified that their lease would not be renewed.
11. After receipt of a written notice in accordance with [redacted], and upon service of the notice required by [redacted], the Resident has failed to accept a lease revision offer to an existing lease.
12. The Resident has failed to sign the lease or has failed to supply any certification, release, information or documentation needed to process the Resident's annual re-examinations or interim redeterminations within fourteen (14) days of written demand for same issued by the [redacted].
13. The Resident has failed to transfer to another apartment upon notice from the [redacted] as provided for herein.
14. The [redacted] has determined that the Resident is non-desirable because of his/her breach of [redacted] rules, including but not be limited to the Resident's: failure to act in a cooperative manner with other residents and/or the [redacted] employees; failure to refrain from and/or cause members of the Resident's household or guests from acting or speaking in an abusive or threatening manner toward other residents and/or the [redacted] employees; the commission of any fraud in connection with any federal housing assistance program; the receipt of assistance for any other unit assisted under any federal housing assistance program during the terms of this lease; allowing the halls, stairways and vestibules to be obstructed or used for children's play or for any purpose other than ingress or egress (coming in or going out); airing laundry or other materials in areas prohibited by the [redacted]; installing exterior shades, awnings or window guards on the [redacted] property; and/or possessing furniture (including but not limited to beds) in the dwelling unit that contains a liquid or semi-liquid.
15. The lease unit has been rendered uninhabitable because of misconduct by the Resident, a member of the Resident's household, or guests of the Resident and the Resident has failed to pay the cost of repairs.
16. The Resident has failed to comply with the [redacted] Pet Policy.
17. The Resident has failed to comply with the [redacted] Housekeeping Policy.
18. The Resident has failed to pay the amount of rent due under the terms of this lease and has appeared in court for the late payment of rent three (3) times within a twelve month period.

B. In the event that the [redacted] determines to terminate this lease, the Resident shall be served a Notice of Termination prior to the date of termination as follows:

1. Service of the Notice of Termination shall be made fourteen (14) days prior to the termination date in cases of failure to pay rent.
2. Service of the Notice of Termination shall be made three (3) days prior to the termination date where (a) the health and safety of other residents, [redacted] employees, or persons residing in the immediate vicinity of the premises is threatened; or (b) any member of the household has engaged in any drug-related criminal activity or violent criminal activity; or (c) any member of the household has been convicted of a felony. [redacted] The [redacted] has a "one strike" or "zero tolerance" policy with respect to violations of lease terms regarding drug-related and other criminal activities, in accordance with [redacted].
3. Service of the Notice of Termination shall be made thirty (30) days prior to the termination date in all other cases.

C. If the Resident is the sole occupant of the dwelling unit, this lease shall automatically terminate upon the death of the Resident. Upon such termination, the [redacted] shall have the right to immediately enter the unit, change the locks and take possession of the dwelling unit. The [redacted] thereafter, for a period of fourteen (14) days, shall allow the Resident's family the opportunity to enter the unit under the supervision of the [redacted] personnel, for the purpose of removing the Respondent's personal possessions. In order to gain such entry, the family will be required to present proper identification.

## 21. LEGAL NOTICES:

- A. **Resident Responsibility:** Any notice from the Resident to the [redacted] must be in writing and must be delivered to the Management Office or to the [redacted] Main Office, or sent by pre-paid first class mail. [redacted] Nothing contained herein shall prohibit the Resident from sending an additional copy of the notice to the [redacted] by certified mail, express mail, and/or overnight delivery service addressed to [redacted]'s Main Office.
- B. **Responsibility:** Any adverse notice sent by the [redacted] to the Resident, including but not limited to a proposed lease termination, transfer of the resident to another unit, a change in amount of rent, the imposition of charges for maintenance and/or repair, or for excess consumption of utilities, must be in writing and served as follows:

1. Personal delivery of the adverse notice shall be made to the Resident or to any adult member of the household, or alternatively, the adverse notice shall mailed by pre-paid first class mail. [redacted] Nothing contained herein shall prohibit the [redacted] from sending an additional copy of an adverse notice to the Residents by certified mail, express mail, and/or overnight delivery service, addressed to the Resident.



2. A Notice of Lease Termination shall be served on the Resident by personal delivery or certified mail return receipt requested addressed to the Resident. A Notice of Lease Termination issued by the [redacted] to the Resident shall state the reason for the termination of the Residents' tenancy, the date that the termination will take place, and shall inform the Resident of their right to make such reply as the Resident may wish. The notice shall also inform the Resident of their right (pursuant to [redacted]) to examine the documents directly relevant to the termination or eviction. All Notice of Lease Terminations, except those served under the [redacted] one strike policy, shall advise the Resident of his/her right to request a hearing under the [redacted]'s Grievance Procedure, a copy of which is annexed as Appendix A.

3. All other notices sent by the [redacted] to the Resident may be sent by first class mail. In the event a notice is mailed by first class mail, it shall be deemed delivered unless the envelope is returned to the [redacted] by the United States Postal Service.

4. If the Resident is visually impaired, all notices sent pursuant to the terms of this lease must be in an accessible format.

## 22. COURT COSTS AND ATTORNEY FEES:

If it becomes necessary for the [redacted] to employ an attorney and bring a court proceeding against the Resident to collect any rent and/or other charges, or to enforce any provision of this Lease, or to evict the Resident from the premises, and if judgment is entered against the Resident in favor of the [redacted] in such proceedings, the Resident shall be obliged to pay all court costs and reasonable attorney's fees awarded to the [redacted] by a court of competent jurisdiction.

## 23. WAIVER:

No delay or failure by the [redacted] in exercising any right under this Lease, 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. The failure of the [redacted] to seek redress for violation of, or to insist upon the strict performance of, any covenant or condition of this lease shall not prevent a subsequent act, which would have originally constituted a violation, from having all the force and effect of an original violation. The receipt by the [redacted] of rent with knowledge of the breach of any covenant of this lease shall not be deemed a waiver of such breach and no provision of this lease shall be deemed to have been waived by the [redacted] unless such waiver is in writing signed by the [redacted]. No act or thing done by the [redacted] during the term of this lease shall be deemed an acceptance of a surrender of the dwelling unit and no agreement to accept such surrender shall be valid unless in writing signed by the [redacted]. No employee of the [redacted] shall have any power to accept the keys of the dwelling unit prior to the termination of the lease and the delivery of keys to any employee shall not operate as a termination of the lease or a surrender of the dwelling unit.

## 24. MISCELLANEOUS

*Remedies Cumulative:* The rights and remedies of the [redacted] and the Resident under this lease are cumulative and the use of one or more thereof shall not exclude or waive the right to the use of any other remedy.

*Severability:* In the event that any provision of this lease shall violate any requirement of law then such provision shall be deemed void, the applicable provision of law shall be deemed substituted, and all other provisions of this lease shall remain in full force and effect.

*Joint and Several Obligations:* If more than one (1) person joins in the execution of the lease, the covenants and agreements hereof shall be their joint and several obligations as though the relative words were written in the plural.

*Captions:* The captions are inserted only as a matter of convenience and for reference and in no way define, limit or describe either the scope of this lease or the intent of any provision thereof.

*Definitions:* Whenever the word "Resident" is used in this lease, it shall be deemed to refer to the Resident, any member of the Resident's household, a guest, or any other person under the Resident's control, in a proper case. The nouns "Resident" and "Residents" shall be deemed to be singular or plural in number as the context of this lease may require.

*Present and Future Laws:* This lease is subject to any and all present and future federal, state, and municipal laws applicable to public housing. In the event that any provision of this lease is deemed by a court of competent jurisdiction to be inconsistent with a federal, state and/or municipal law, then the applicable provision of the law shall be deemed substituted for the provisions herein.

*Incorporation:* The [redacted] Grievance Procedure, Admissions and Continued Occupancy Policy ("ACOP"), Pet Policy, Lead Disclosure Addendum, Community Service/Economic Self-Sufficiency Requirement Policy for Public Housing Residents and [redacted] Housekeeping Policy are herewith incorporated by reference and are deemed a part of this Lease.

## 25. MODIFICATIONS TO THE LEASE

The terms of this lease, including the additional charges that are set forth herein, are subject to modification or revision, upon at least thirty days prior written notice to the Resident and the Residents' Organizations. The written notice shall explain the reason(s) for the proposed modification or revision, and shall provide the Resident and the Organizations with an opportunity to present written comments, which the [redacted] shall consider before the changes are implemented. All notices issued under this paragraph shall be posted in the [redacted] central office; shall be hand delivered to the dwelling unit, and shall be posted in a conspicuous place throughout the affected property. Once effectuated, all changes made to the terms of this lease shall be formally incorporated into a new lease that shall be executed by the Resident and the [redacted] at the Resident's next recertification. A tenant's refusal to accept permissible and reasonable lease modifications, or those modifications required by HUD, is grounds for termination of tenancy.

I, the undersigned, do hereby acknowledge that I have read this lease and that I fully and completely understand the provisions contained herein. Further, I agree to abide by the provisions set forth in this lease. I also acknowledge that a copy of Grievance Procedure is annexed to this lease, and also posted in the Management Office, and I fully understand its contents. Lastly, I acknowledge that I have been informed that if I have questions relating to my obligations under this lease, a proposed lease termination, or any matter that is subject to the Grievance Procedure, I have the right to consult with and/or be represented by an attorney

IN WITNESS WHEREOF, the parties have executed this Dwelling Lease this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_ at \_\_\_\_\_,

I HAVE RECEIVED A COPY OF THIS LEASE AND I HEREBY DECLARE THAT THE FACTS GIVEN IN MY APPLICATION FOR PUBLIC HOUSING ARE TRUE AND CORRECT. I ALSO UNDERSTAND THAT THE SUBMISSION OF FALSE INFORMATION CONSTITUTES A SERIOUS AND MATERIAL BREACH OF THIS LEASE, FOR WHICH THE MHACY HAS THE RIGHT TO TERMINATE MY TENANCY.

**WARNING! TITLE 18, SECTION 101 OF THE UNITED STATES CODE MAKES IT A CRIMINAL OFFENSE TO MAKE WILLFUL FALSE STATEMENTS OR MISREPRESENTATIONS TO ANY DEPARTMENT OR AGENCY OF THE UNITED STATES.**

By \_\_\_\_\_

\_\_\_\_\_  
Resident Date

By \_\_\_\_\_  
Representative

\_\_\_\_\_  
Resident Date

\_\_\_\_\_  
Resident Date

\_\_\_\_\_  
Resident Date

\_\_\_\_\_  
Resident Date

\_\_\_\_\_  
Resident Date

\_\_\_\_\_ He recibido una copia del contrato de arrendamiento en español.  
(I have received a copy of this lease in Spanish.)



## PET POLICY

### Applicability

In compliance with Section 526 of The Quality Housing and Work Responsibility Act of 1988 the \_\_\_\_\_ hereby grants permission to \_\_\_\_\_ Residents to own and keep common household pets, subject to the terms and conditions of this Pet Policy.

### Definition of Common Household Pets

1. "Common household pets" are domesticated animals such as dogs, cats, birds, rodents, fish or turtles, that are traditionally recognized as companion animals and are kept in the home for pleasure rather than commercial purposes.

### Rules of Ownership

2. Residents may own one cat or one dog per dwelling unit, except that **PIT BULLS ARE NOT ALLOWED**. In the case of birds, a maximum of two birds is permitted, as long as the birds are kept in the same cage. There is no limit to the number of fish a Resident may own, but no more than one aquarium with a maximum capacity of twenty (20) gallons shall be permitted per dwelling unit. Only one tank or cage is allowed per dwelling unit for the purpose of housing domesticated reptiles or rodents. A Resident with a dog or cat may also have other categories of "common household pets", as allowed by this Pet Policy.
3. The rules of ownership in regard to the common household pets allowed in the Resident's dwelling unit under \_\_\_\_\_'s Pet Policy are as follows:

**BIRDS:** Domesticated birds are allowed, such as Canaries, Parakeets and Finches; Residents may not own birds of prey. If the pet is a domesticated bird, it shall be housed in a bird cage and removed from the cage only for limited periods and for the sole purpose of maintaining the cage in a safe and healthy manner.

**FISH:** If the pet is a fish, the aquarium may not exceed twenty (20) gallons in capacity, and must be placed in a safe location in the dwelling unit. There is no limit to the number of fish the Resident may own, as long the fish are maintained in a safe and healthy manner in one tank.

**DOGS:** If the pet is a dog, the dog cannot weigh more than twenty-five (25) pounds or be bigger than fifteen (15) inches in height when fully grown.

**PIT BULLS ARE NOT ALLOWED.** Dogs that are commonly viewed as good pets for apartment living include Chihuahuas, Pekinese, Poodles, Schnauzers, Cocker Spaniels, Dachshunds and Terriers.

**CATS:** If the pet is a cat, the cat cannot weigh more than fifteen (15) pounds, and must be de-clawed, or have a scratching post. The Resident must have a litter box for cat waste, which must be kept inside the dwelling unit. The Resident shall not permit refuse from the litter box to accumulate nor to become unsightly or unsanitary.

**RODENTS:** Hamsters, gerbils, and other domesticated rodents such as white rats and mice are allowed, as long as they are kept in an appropriate cage. There is no limit to the number of domesticated rodents the Resident may own, as long as the rodents are maintained in a safe and healthy manner in one cage, which is placed in a safe location in the dwelling unit.

**REPTILES:** Turtles, small lizards and other domesticated reptiles such as chameleons are allowed, as long as they are kept in an appropriate tank. There is no limit to the number of domesticated reptiles the Resident may own, as long as the reptiles are maintained in a safe and healthy manner in one tank, which is placed in a safe location in the dwelling unit.

**4. RESIDENTS MAY NOT OWN SMALL MAMMALS OR EXOTIC PETS.**

Exotic pets, such as snakes, monkeys, and game pets, as well as small mammals, such as rabbits, are not deemed common household pets under this Pet Policy.

5. All female dogs over the age of six (6) months and female cats over the age of five (5) months must be sprayed, and all male dogs over the age of eight (8) months and all male cats over the age of ten (10) months must be neutered, unless a veterinarian certifies that surgery would be medically unsafe or unnecessary for the animal (because of the animal's health, age, etc.).

6. All pets must be inoculated, licensed and kept in accordance with applicable state and local laws.

7. All pets must be housed within the unit, and no facilities may be constructed outside the unit for the purpose of housing a pet. When outside the dwelling unit in the common areas of the housing complex, all pets must be appropriately and effectively restrained and controlled by a responsible individual. Dogs and cats must be on a leash and/or in a pet carrier when outside the dwelling unit. Neither dogs nor cats are permitted to run loose on \_\_\_\_\_ property.

8. Residents shall control their pets so that the pets do not disturb, interfere or diminish the peaceful enjoyment of other residents, or damage \_\_\_\_\_ property. The Residents shall not allow their pets to create a nuisance or a threat to the health or safety of other



Residents, MHACY employees, or the public by reason of aggressive behavior, noise, unpleasant odors, or other objectionable conduct.

9. Any waste generated by a pet must be disposed of promptly to avoid any unpleasant and unsanitary odor from the unit. Dog owners must pick up waste generated by their pet, place it securely in a plastic bag, and dispose of it in the garbage in accordance with local law.

10. Pets, except pit bulls, that are owned by a non-resident (“visiting pets”) are allowed to visit in a Resident’s dwelling unit, but the visiting pet cannot remain in the unit for a period that exceeds seventy-two hours, and the Resident must make sure that the pet is restrained and controlled in a manner consistent with this Pet Policy. **PIT BULLS ARE NOT ALLOWED ON PROPERTY.** Residents are not required to pay the pet deposit required in paragraph 14 of this policy for visiting pets.

11. If a pet owned by the Resident, or visiting the resident, destroys property, or creates a nuisance, represents a threat to the safety and security of other residents, or is kept in unsanitary conditions, the may, in accordance with the provisions of paragraphs 15 and 16, revoke the Residents’ permission to harbor the animal on property; direct the Resident to remove the animal from the premises; and/or commence an eviction proceeding against the Resident.

12. Residents who own pets are encouraged by the to obtain insurance to protect them against liability imposed as a result of damage and/or injury caused by their pet. All Residents who register a pet in accordance with this policy agree to indemnify and hold harmless the from all claims, causes of action, damages and/or expenses, including reasonable attorneys fees and court costs, resulting from behavior, action or activities of his/her pet. The accepts NO RESPONSIBILITY for the behavior of any pet under any circumstances.

13. All Residents must treat their pets in a humane manner that does not subject the animal to abuse, neglect or inhumane or cruel treatment nor cause them pain, injury, or suffering, whether through deliberate conduct or through the Resident’s negligence.

#### Pet Deposit

14. Residents are liable for the actual cost of any damage or injury to property caused by their pet(s). If the pet is a dog or cat, a refundable pet deposit of three hundred dollars (\$300.00) must be paid by the Resident at the time the pet is registered (or over a period not to exceed six (6) months, in the case of hardship), except that in the event the Resident resides in a project for the elderly or persons with disabilities, the pet deposit shall not exceed one month’s rent at the time the pet is brought into the premises.

The pet deposit will be used by the at any time during the term of the Resident’s lease, or upon the termination of the Resident’s lease, to pay for any repairs to property required due to damage done by the Resident’s pet. In the event a portion of the security deposit is utilized to pay for damage caused by the

Resident's pet, the \_\_\_\_\_ may demand that the Resident replenish the security deposit, and a failure to do so will be deemed a serious and material breach of the Respondent's tenancy for which the \_\_\_\_\_ may commence an eviction proceeding in accordance with the terms of the lease executed between the parties. In the event the pet deposit is \_\_\_\_\_ insufficient to pay for all of the damages done by the Resident's pet, the \_\_\_\_\_ shall assess an additional charge against the Resident in the amount that the actual cost of repairs exceeds the amount of the pet deposit made by the Resident, so that the entire cost of repair is assumed by the Resident. The balance of the Resident's pet deposit shall be returned with interest to the Resident no later than thirty (30) days from the date the Resident relocates from \_\_\_\_\_ property and/or upon documentation that the pet has died or been removed from the premises, whichever is earlier, as long as no pet damage is identified during the move-out inspection and/or at the time the pet is otherwise removed.

Violation of Pet Policy

15. In the event the Resident violates paragraphs 2,3,4,5,6,7,8,9,10,11,13,14,17 or 18 of this Pet Policy, the \_\_\_\_\_ shall serve a written notice upon the Resident that contains a brief statement of the factual basis for the Pet Policy violation determination, and directs that within ten (10) days the Resident correct the violation (including, in appropriate circumstances, removal of the pet), or make a written request for a meeting to discuss the violation. Additionally, the notice shall advise the pet owner that he/she may be accompanied by another person of his/her choice at the meeting, and notify the Resident that his/her failure to correct the violation, to request a meeting, or to appear at the requested meeting may result in the termination of the Resident's tenancy.

16. If the Resident and the \_\_\_\_\_ are unable to resolve the pet rule violation at the meeting, or if the \_\_\_\_\_ determines that the Resident failed to correct the violation in a timely manner, the \_\_\_\_\_ shall serve the Resident with a written notice that contains a brief statement of the factual basis for the Pet Policy violation determination; directs that the Resident remove the pet within ten (10) days; and state that the failure to remove the pet shall be deemed a serious breach of the terms and conditions of his/her lease, and shall subject the Resident to eviction.

17. Pets may not be left alone unattended for more than twenty-four (24) consecutive hours. Residents agree to identify below an emergency caretaker(s) for their pet in the event they become temporarily unable to care for their pet(s), due to illness, disability, temporary absence, death, or other reason.

NAME	ADDRESS	PHONE (DAY)	PHONE (NIGHT)



In the event the Resident is unable to care for their pet(s), and no other person can be found to care for the pet after twenty-four (24) hours have elapsed, the Resident hereby gives permission to the \_\_\_\_\_ to enter the dwelling unit and release the pet to the Humane Society and/or Animal Control ("responsible agencies"), in accordance with their procedures. Any and all costs or liability incurred in regard to the care of a pet placed under this procedure with any third party, including but not limited to a responsible agency, shall be the sole responsibility of the Resident.

Pet Registration

18. All pets must be registered with the Resident's Management Office before the pet is brought into the premises, and Residents must update the registration at least annually.

A Resident who registers his/her pet within seventy-two hours of the time the animal moves into the dwelling unit shall be deemed in compliance with this provision. Upon registration, the Resident will provide basic information about the pet (type, description, name, etc.). If the pet is either a dog or a cat, the Resident must also provide the following documentation when the pet is initially registered, and annually thereafter:

- a. Proof of inoculation and licensing;
- b. A picture so that the animal can be identified if it gets loose;
- c. Proof of neutering or spraying, or a veterinarian certification that surgery would be medically unsafe or unnecessary for the animal (because of the animal's health, age, etc.).
- d. Such other evidence of documents as \_\_\_\_\_ may require to ensure that the keeping of the proposed pet is in accordance with applicable state and local public health, animal control, and animal anti-cruelty laws, and this Pet Policy.

The documentation produced by the Resident in accordance with this Pet Policy shall be recorded on the following chart.

TYPE OF PET	
PET NAME	
INOCULATIONS (type + date)	
LICENSE DATE	
SPRAY OR NEUTER DATE	

Inapplicability to Service Animals

19. This policy does not apply to Residents with service animals (animals that are used to assist persons with disabilities), where the Resident (a) certifies in writing that a member of the household is disabled; (b) the animal has been trained to assist persons with the Resident's disability; and (c) the animal actually assists the person with a disability. \_\_\_\_\_ However, nothing shall prohibit the \_\_\_\_\_ from requiring the

removal of an animal, including a service animal, from a project if the pet's conduct or condition constitutes, under local or state law, a nuisance or a threat to the health or safety of other occupants of the project, or other persons in the community where the project is located.

As head of household, I acknowledge that I have received and read the \_\_\_\_\_'s Pet Policy; that I agree to comply with its terms; and that I am responsible for compliance with its provisions. Additionally I acknowledge that a violation of this Pet Policy by either myself or a member of my household may be grounds for removal of the pet or termination of my tenancy, or both, as provided for in paragraphs 15 and 16 of this policy.

_____	_____	_____
Name (please print)	Address	Unit Number
_____	_____	_____
Resident Signature		Date

\_\_\_\_\_ Housing Authority \_\_\_\_\_ (Official) Date

*Note: Section 526 of The Quality Housing and Work Responsibility Act of 1988 establishes pet ownership responsibilities for residents of public housing other than federally assisted rental housing for the elderly or persons with disabilities. Section 277 of the Housing-Rural Recovery Act of 1983, 12 U.S.C. 1701r-1, covers pet ownership requirements for the elderly or persons with disabilities. The Pet Policy of the \_\_\_\_\_ does not alter or affect the provisions of Section 277 of the Housing-Rural Recovery Act of 1983, or its accompanying regulations in 24 C.F.R. Part 960, in any way.*



## HOUSEKEEPING POLICY

The United States Department of Housing and Urban Development (“HUD”) requires that every public housing unit owned by the \_\_\_\_\_ be inspected annually to assure that the unit is maintained in a safe, sanitary and habitable condition. In order to assure compliance with HUD’s housing standards, the \_\_\_\_\_ requires that public housing Residents maintain their units in accordance with the following criteria:

### **A. STANDARDS APPLICABLE TO ALL PUBLIC HOUSING UNITS:**

To assure that public housing units are maintained in a safe, sanitary and habitable condition, Residents must comply with the following:

Air Quality: To maintain a healthy air quality in the unit, the Residents must immediately remove any mold and mildew that develops, and must keep their toilets and sinks clean and free from odors.

Electrical System: The electrical system in the unit must be maintained in a manner consistent with the \_\_\_\_\_ City Code and \_\_\_\_\_ State law. Residents must not have exposed wires, open electrical panels, uncovered electrical outlets, or create any other condition that presents an electrical hazard in their unit. Smoke detectors provided by the \_\_\_\_\_ must not be removed from the unit, and must not be rendered inoperable by the Residents or their guests. Water leaks on or near electrical equipment present a major hazard to the safety of the unit’s occupants, and in the event a water leak occurs, the Resident must immediately report the leak to the \_\_\_\_\_ so that it can be repaired expeditiously.

Emergency Exits: In order to assure an emergency evacuation of the unit in the case of a fire or other hazard, the Residents must avoid the build-up of clutter that could restrict access to the unit’s exits. Residents must not nail down their windows and neither the Residents nor their guests may remove any door from its frame or render any door inoperable.

Garbage & Debris: The accumulation of garbage in the unit can cause a major health threat. Residents must remove their garbage, and dispose of it in accordance with the county’s recycle law, with sufficient frequency so that it does not accumulate inside their unit.

Hazards: The plumbing system must be maintained in an operable manner. Residents must not place any items in the toilets, sinks or bathtubs that cause an overflow of water, or otherwise render it inoperable. In the event a sink or toilet is rendered inoperable, the Resident must immediately report the problem to the \_\_\_\_\_ so that it can be repaired expeditiously. Residents must not store flammable materials in the unit. The unit’s exhaust fan must work and in the event the exhaust fan becomes inoperable, the Resident must immediately report the problem to the \_\_\_\_\_ so that it can be

repaired expeditiously. Residents must not block the exhaust fan with any material, and must keep the fan clean so that dust and/or dirt does not accumulate. Neither the Residents nor their guests may break or cause any disrepair to the windows in the unit. The Residents may not cause sharp edges and/or other hazards that can pose the risk of bodily injury to be present in the unit.

Appliances: The appliances in the unit must be maintained by the Residents in an operable and sanitary manner. The Residents must not allow excessive ice to build up in the refrigerator. The Residents must not cause any damage to the range and/or oven that would render it inoperable. In the event the range or oven becomes inoperable, the Resident must immediately report the problem to the [redacted] so that it can be repaired expeditiously.

Cabinets & Countertops: The Residents may not cause any damage to the cabinets in the unit, nor delaminate the cabinet doors. The Residents may not remove the shelves from the cabinets, and must maintain both the shelves and the countertops in good condition.

Infestation: The presence of roaches and/or rodents in a unit causes a major health threat to the Residents of that unit, and to the other Residents of the building as well. Residents must keep their stoves free from grease and dirt, and must otherwise maintain their units in a clean condition. Residents must allow exterminators access to the unit with sufficient frequency so as to keep the unit free from roaches, mice, rats and/or other vermin.

## **B. ADDITIONAL STANDARDS APPLICABLE TO FAMILY AND SCATTERED SITE UNITS:**

The public housing units that are located in the [redacted] family and scattered site developments have areas designated for the Residents' exclusive use. As a result, the Residents occupying those units must comply with the following additional housing standards in regard to areas located outside their unit.

Outside Areas: The presence of unsafe and/or unsanitary conditions presents a major health threat to the Residents of the unit, and to other members of the community as well. Residents must keep their yards free of debris, trash and/or abandoned cars. Residents must keep the sidewalks and areas adjoining the premises free of snow and ice. The Residents must mow the grass to an appropriate height from the spring through the fall. The Residents must maintain existing landscaping and supplement it only upon receipt of advanced written approval from the [redacted]. Notwithstanding the provisions of this paragraph, a Resident who is unable to perform the obligations listed because of age or disability shall be exempt from compliance with this provision.



