

# **HOUSTON HOUSING AUTHORITY**

## **RESIDENTIAL LEASE AGREEMENT**

Revised February 2014

# HOUSING AUTHORITY of HOUSTON: RESIDENTIAL LEASE AGREEMENT

## Residential Lease

The Residential Lease which is executed by the Tenant and the Houston Housing Authority (HHA) includes the following information specific to each family's circumstances:

- Identity of all members of the Tenant's family and household by their relationship to the head of household, social security numbers, and dates of birth;
- Unit address, occupancy date, development name and number;
- Prorated and full monthly rent amount, security deposit required, prorated and full monthly utility allowance provided (if any), prorated and full monthly utility reimbursement (if any) and the amount of any other charges due under the Lease;
- Utilities and appliances provided by HHA with the unit;
- Identification of any accessible housing or alternate communication needs;
- Signature line for the parties to the Lease; and
- A list of all pamphlets or informational materials provided to the Tenant at the time of admission.

**"Houston Housing Authority, HHA or Agency"** shall mean both the Houston Housing Authority and its duly contracted management companies/representatives/agents and their employees acting in an official capacity.

**"Tenant"** shall be the Head of Household.

**"Family Member(s)"** means any authorized persons whose names are included or added to the Tenant's application and the lease and who are members of the Tenant's "family", as defined in HHA's Admission and Continued Occupancy Policy (ACOP). Family members have the right, if they pass screening and are either age 18 or older, or, younger than 18 and a Court-recognized emancipated minor, to remain in the unit after the Head of Household dies, as the remaining family member.

**"Household Member(s)"** means any "authorized persons" who are not members of the Tenant's family but who are members of the Tenant's household and whose names are included or added to the Tenant's application and the Lease. Household members may be foster children, foster adults, and Live-in Aides and have no rights as remaining family members.

In this Lease, both Family Members and Household Members are authorized occupants and are usually referred to as, "authorized tenant" and/or "tenant family".

**"Dwelling Unit"** shall be the unit occupied by the tenant and/or tenant family (also called "household members").

**"Premises"** or **"Property"** shall be all of the property owned or operated by HHA directly or indirectly to include, but not limited to, stairways, landings, elevators, and solariums.

## Lease Terms and Conditions

Specifies the terms and conditions applicable to all Tenants. **Each Tenant receives a copy at lease execution and whenever any changes are made to the terms and conditions.**

**RESIDENTIAL LEASE**

1. **THIS LEASE AGREEMENT** is executed between the Houston Housing Authority (hereinafter HHA), and \_\_\_\_\_ (herein called “**Tenant**”).

Date of Lease	Beginning	End	Annual Review Date	Monthly Rent	Security Deposit

2. **Unit:** HHA, relying upon the representations of the Tenant as to the Tenant’s eligibility, income, deductions from income, preferences, family/household size and housing needs, leases to the Tenant a unit in accordance with the Lease Terms and Conditions.

Tenant (Head of Household) \_\_\_\_\_

Address \_\_\_\_\_ Apartment No. \_\_\_\_\_

Development \_\_\_\_\_ Management Office \_\_\_\_\_

3. **Authorized Family and Household Members:** The Tenant’s household is composed of the authorized family and household members listed below:

Name	Age & Birthdate	Relationship	Social Security Number
		Head	

4. **Monthly Rent/ Rent Choice:** The rent for the unit is \$\_\_\_\_\_ per month, and shall be payable in advance on the first (1<sup>st</sup>) day of each month. The Tenant has selected the following monthly rent, as checked and initialed by the Tenant:

income-based rent \_\_\_\_\_ flat rent \_\_\_\_\_

**Prorated Rent:** Prorated rent, if applicable, in the amount of \$\_\_\_\_\_ is due for the remainder of [check one] 1<sup>st</sup> month OR 2<sup>nd</sup> month on \_\_\_\_\_.

5. **Utility Reimbursement:** If applicable, the Tenant shall receive the benefit of \$\_\_\_\_\_ from HHA for a partial month’s Utility Reimbursement for the period beginning \_\_\_\_\_ and ending at midnight on \_\_\_\_\_. Utility reimbursements shall be paid by HHA to the applicable Utility supplier on the Tenant’s behalf.

6. **Rent Payments:** Rent payments must be mailed or delivered to the following location: \_\_\_\_\_  
 \_\_\_\_\_  
 \_\_\_\_\_

7. **Renewal:** Unless terminated as stated in the Lease Terms and Conditions, this Lease shall be automatically renewed for the successive terms of one year. The monthly rent stated above will remain in effect unless adjusted in accordance with the Lease Terms and Conditions. Adjustments to rent will be made by written notice to the Tenant or by executing a new Lease Contract.

8. **Security Deposit:** Tenant agrees to pay \$\_\_\_\_\_ as a security deposit in accordance with the Terms and Conditions of this Lease.

9. **Utilities and Appliances:**

A. **The following utilities are furnished by HHA, as checked below:**

Heat      Water      Sewer Service      Electricity      Gas      Trash

B. **The following utilities are paid for by the Tenant, as checked below:**

Heat      Water      Sewer Service      Electricity      Gas      Trash

C. **The following appliances are supplied by HHA, as checked below:**

Stove      Refrigerator      Other      Describe: \_\_\_\_\_

D. **The following appliances are supplied by the Tenant, as checked below:**

Stove      Refrigerator      Other      Describe: \_\_\_\_\_

10. **Utilities Allowances, Tenant-Paid Utilities:** If Tenant pays for utilities or appliances, as indicated by an (X) above, HHA shall provide Tenant with a Utility Allowance in the monthly amount of \$\_\_\_\_\_. The Tenant must keep utilities turned on in the unit and to make payments directly to the utility supplier. The Tenant must pay the entire utility bill, even if it exceeds the Utility Allowance. The allowance shall be sufficient for a reasonable consumption of utilities by an energy conservative household of modest circumstances consistent with the requirements of a safe, sanitary and healthful living environment. **Utility allowances are not applicable if the Tenant chooses flat rent.**

If the Tenant pays for utilities, by his/her signature below, the Tenant agrees to sign a third-party notification agreement with the utility company so that HHA will be notified if the Tenant fails to pay the utilities.

11. **Utility Allowances, Check Metered Properties:** At properties that have check-metered utilities, HHA will grant Tenants a consumption allowance for check-metered utilities in the monthly amount as posted. Any utility usage that exceeds this amount shall be billed to Tenant at the utility rate paid by HHA at the development.

12. **Other Tenant responsibilities:** Subject to reasonable accommodations, this Lease requires the Tenant to assume the following responsibilities: \_\_\_\_\_

13. **Accessible Features:** Tenant has represented to HHA and HHA has verified the need for the following accessible feature(s):

A separate bedroom	Unit for Hearing-Impaired
A fully accessible apartment	BR Bath on 1 <sup>st</sup> floor
One-level unit	Other _____
Unit for Vision-Impaired	_____

**14. Alternate form of communication or accessible format for written notices:** Tenant has represented to HHA and HHA has verified the need for the following alternate form of communication or accessible format: \_\_\_\_\_

## LEASE TERMS AND CONDITIONS

**THIS LEASE AGREEMENT** (called the "Lease") is between the Houston Housing Authority (called "HHA" or the Agency) and the Tenant named in the Contract (called "Tenant").

HHA, relying upon data provided by the Tenant about income, family composition, and housing needs, leases to the Tenant the property (called "premises" or "dwelling unit") described in the Lease.

### 15. Lease Term and Amount of Rent

- A. The initial term of this Lease is twelve (12) months, unless otherwise modified or terminated in accordance with Section 32. The Lease may be renewed for successive terms of one (1) year if the Tenant is compliant under the terms of the Lease at the time of renewal.
- B. At admission and each annual recertification, the Tenant will be given a choice of paying an income-based rent or flat rent. The formula for income-based rent is established in Federal Regulations. Unless revised in the regulations, a Tenant pays greater of thirty (30) percent of adjusted monthly income or ten (10) percent of monthly income, but never less than the HHA minimum rent of \$50. Flat rent is a market-based rent that reflects the age, size, location, condition and amenities of each of HHA's developments.
- C. Families that include at least one member who is either a U.S. citizen or an eligible immigrant and other members who are neither U.S. citizens nor eligible immigrants are called "Mixed Families". These families will pay a higher pro-rated rent based on the percentage of members who are eligible for housing assistance.
- D. In developments with Tenant-paid utilities, only tenants who pay an income-based rent will receive a Utility Allowance. Tenants who pay Flat Rent do not receive a Utility Allowance.
- E. The rent amount is stated in Section 4. Rent shall remain in effect unless adjusted by HHA in accordance with Section 20 of this Lease. The amount of the rent shall be determined by HHA in compliance with the HUD regulations.
- F. Rent is due and payable without demand on the first (1<sup>st</sup>) day of each month. Rent is considered late if not paid in full by the fifth (5<sup>th</sup>) day of the month. If rent is not paid on time, Tenant is in default and all remedies under state law and this Lease contract will be authorized.
- G. When the Tenant is delinquent in rent or other charges, HHA does not have to accept the rent or any other payments. Unless the Tenant has executed a written repayment agreement, payments for charges in addition to rent must be made in full when due.
- H. **Three late payments within any twelve (12) month period shall be considered repeated late payment and shall be a serious lease violation and grounds for lease termination.**

### 16. Charges in Addition to Rent

- A. In addition to rent, the Tenant is responsible for the payment of other charges. The notice of charge(s) shall advise the Tenant that he/she has the right to an explanation of the charge(s) and that disputes concerning charges may be resolved through the Grievance Procedures.
- B. Charges in addition to rent are due on the first day of the month after the charge is incurred provided that a minimum of fourteen (14) days' notice has been given. The Tenant may be granted the opportunity to enter into a reasonable payment arrangement based upon the Tenant's adjusted income and payment history.
- C. **Failure to pay charges in addition to rent in full when due is a serious lease violation and shall be grounds for lease termination.**
- D. Charges in addition to rent can include but are not limited to:

- (1) Excess Utility Charges: In units with utilities that are not billed directly to the Tenant, HHA will bill the Tenant monthly for utility usage in excess of the amount allowed (at check-metered developments) or for the use of major Tenant-supplied appliances (at developments without check meters). Failure to pay charges when due is a serious lease violation that shall be grounds for lease termination. There are no excess utility charges when the Tenant pays utility charges directly to the utility supplier.
- (2) Maintenance costs. The Tenant will be charged for services or repairs due to intentional, careless or negligent damage to the dwelling unit, common areas, or grounds beyond normal wear and tear, caused by the **Tenant, Tenant family, Tenant's pet(s), or guests**. When such damage occurs, the Tenant shall be charged for the cost of such service, either in accordance with the Schedule of Maintenance Charges posted by HHA or, when work is not listed on the Schedule of Maintenance Charges, the actual cost to HHA for the labor and materials needed to complete the work.
- (3) Insufficient Funds Charge: A fee of the greater of \$25 or the amount charged by the bank will be charged to the tenant for any check to HHA written by a tenant that is returned for insufficient funds. In addition, no personal checks will be accepted from a Tenant who writes an NSF check. All future payments must be made by cashier's check or money order.
- (4) Late Fees: A charge of \$15 will be due and payable for all rent not received within the first five (5) days of the month.
- (5) Reasonable Accommodations: In levying charges in addition to rent, HHA shall grant reasonable accommodation, at no charge to the Tenant, for persons with disabilities who require equipment, additional utilities or devices necessary for the treatment of the disability or to facilitate access to the dwelling unit, common areas, community facilities or grounds.

#### 17. Notice of Rent Adjustment

- A. When HHA increases the amount of the rent, HHA shall provide written notice to the Tenant no less than thirty (30) days prior to the effective date of the increase.
- B. If rent decreases, HHA will reduce the rent on the first (1<sup>st</sup>) of the month after the circumstances leading to the decrease are reported by the Tenant.
- C. Such circumstances must be verified by HHA before the decrease will be approved.

#### 18. Payment Location

Rent and other charges shall be paid at the location identified in this Lease. All payments must be made by check, cashier's check or money order. No cash will be accepted.

#### 19. Security Deposit

- A. The Tenant agrees to pay, at the time of leasing, a security deposit. For Elderly and Disabled Families, the amount of the security deposit shall be the greater of \$75.00 or one month's Total Tenant Payment. For non-elderly/non-disabled families the amount of the security deposit shall be the greater of \$150 or one (1) month's Total Tenant Payment. The dollar amount of the security deposit is noted in Section 8.
- B. If Tenant wishes to have a pet, Tenant agrees to pay a non-refundable pet fee upon receiving permission to have a pet in the unit. The amounts and purposes of the fee are described in the Pet Policy.
- C. If Tenant is transferred to another unit, Tenant will not be required to pay an additional or increased security deposit.
- D. HHA will use the Security Deposit at the termination of this Lease:
  - (1) To pay the cost of any rent or charges that are due; and,
  - (2) To reimburse HHA for the cost of repairing any damages caused by the Tenant, tenant family, tenant's pet(s), or guests, beyond reasonable wear and tear.

- E. The Security Deposit may not be used to pay rent or other charges while Tenant occupies the unit. No refund of the Security Deposit shall be made until the tenant has vacated the unit and the unit has been inspected for damages.
- F. After any deductions are made, HHA shall mail to the forwarding address provided by the Tenant, within thirty (30) days of the Tenant vacating, a statement of the damages allegedly caused to the premises and cost of repair, and any remaining Security Deposit.

## **20. Annual and Interim Re-examination of Rent, Dwelling Size and Eligibility**

- A. Annual Re-examinations: The components of the mandatory annual re-examination are as follows:
  - (1) The status of each family shall be reexamined at least once each year unless the family is in the eviction process or the family claims zero income, in which case the family's income will be reexamined every ninety (90) days.
  - (2) The Tenant and all household members must supply HHA with accurate written information about family composition, citizenship and/or immigration status and age of family members, income and source of income of all tenant family members, assets and related information necessary to determine eligibility for continued occupancy, annual income, adjusted income, rent, any criminal activity by the Tenant and all household members and appropriateness of dwelling size.
  - (3) Failure to supply such information and/or misrepresentation of information is a serious violation of the terms of the Lease and may result in termination of the Lease.
  - (4) The Tenant agrees to comply with reasonable HHA requests for verification by signing releases or authorizations for third-party sources, presenting documents for review or providing other suitable forms of verification. This information will be used by HHA to decide whether the amount of the rent should be changed, and whether the dwelling size is still appropriate for the Tenant's needs.
  - (5) During the annual re-examination, Tenants will be given the choice between:
    - (a) rent based on income; or
    - (b) a flat rent based on the value of the dwelling unit.
  - (6) HHA shall notify each family in writing of the dollar amount of these two rent amounts.
  - (7) To comply with Annual Re-examination requirements, HHA shall give the Tenant reasonable notice of what action(s) the Tenant must take and the date by which any such action must be taken for compliance under this section.
  - (8) In addition to executing a new lease at the annual re-examination, Tenants will also be required to sign any and all attachments, as applicable.
  - (9) In accordance with Federal and state law, HHA will process any applicable earned income disallowance to a qualifying family that has experienced an increase in their earned income.
  - (10) If Tenant experiences a decrease in income from public assistance because their grant is cut for one of the two following reasons, their rent will not be reduced:
    - (a) The Texas Department of Human Services (TDHS) has reduced the grant because of welfare fraud; or
    - (b) TDHS has reduced the grant because the household failed to comply with economic self-sufficiency requirements.
  - (11) If a Tenant challenges the TDHS's reduction of their grant, an interim reduction in rent will be processed until the matter is settled by the TDHS.
  - (12) If the TDHS upholds the grant reduction, the Tenant will owe a retroactive rent on the interim rent reduction granted.
  - (13) If the TDHS overturns the grant reduction, no retroactive balance is owed.
  - (14) If an income-based Tenant fails to cooperate and complete the recertification process, HHA may increase the rent to the flat rent amount.
  - (15) Failure to cooperate with annual reexamination requirements or to misrepresent income or qualification for deductions is a serious lease violation and grounds for lease termination.

- B. Interim Re-examinations: The components of interim re-examinations are as follows:
- (1) Between annual re-examinations, all changes in household composition and income must be reported in writing within ten (10) calendar days of the occurrence. **Certain changes require advance approval by HHA.** Changes of household composition include the following:
    - (a) Birth or adoption of children; and Court-awarded custody of children.
    - (b) Other additions to the household require written approval by HHA **before** the changes of household composition are made. See Section 26.
    - (c) **Failure to obtain advance permission to allow other persons to move into the dwelling unit is a serious lease violation and shall be grounds for lease termination.**
  - (2) In accordance with Federal and state law, HHA will process any applicable earned income disallowance for a qualifying family that has experienced an increase in their earned income. Tenants must report timely in order to ensure full benefit of income disallowance.
  - (3) HHA will process an interim reduction in rent if the Tenant has a decrease in income or change in household composition or circumstances that result in a decrease in income-based rent.
  - (4) Between annual re-examinations the Tenant may be switched from a flat rent to an income-based rent upon a showing of financial hardship.
  - (5) HHA may grant a hardship exemption to a qualifying tenant who is paying the minimum rent.
  - (6) The Tenant paying Flat Rent or Minimum Rent must request the hardship exemption.
  - (7) A hardship occurs when Tenant experiences a loss of income that will last more than ninety (90) days because:
    - (a) The family has lost eligibility for or is awaiting an eligibility determination from a Federal, State or local assistance program;
    - (b) A person with income leaves the tenant family;
    - (c) There is a death in the Tenant family; or
    - (d) The Tenant would be evicted because of being unable to pay either the Flat Rent or the Minimum Rent.
  - (8) Tenants who pay minimum rent will be granted an automatic ninety (90) day exemption period. HHA will verify the Tenant's hardship claim and, if the Tenant does not qualify for a hardship exemption or the hardship will not last for ninety (90) days or more, HHA will reinstate the Minimum Rent, retroactive to the date the exemption was granted. HHA will enter into a Repayment Agreement for any rent not paid during the ninety (90) day period. When the hardship will last for ninety (90) days or more, the tenant's rent will be based on greater of thirty (30) percent of adjusted monthly income or ten (10) percent of monthly income.
  - (9) Tenants who pay flat rent and qualify for the hardship exemption will be required to provide necessary documentation of income and deductions so that HHA can compute an accurate income-based rent.
  - (10) If a Tenant (other than a Tenant who pays Flat or minimum rent) is granted a reduction in rent between annual re-examinations, the Tenant is then subject to an Interim increase in rent if Tenant's income increases.
  - (11) HHA will process an interim increase in rent if the tenant receives HHA's permission to add an adult member with income to the Lease.
  - (12) HHA will process an interim increase in rent if the HHA discovers that the Tenant has been misrepresenting the facts upon which his or her rent is based. Failure to report accurate information is also grounds for lease termination in accordance with Section 32 of this Lease.
  - (13) HHA will process an interim increase in rent if HHA verifies that a Tenant claiming zero income has either monetary or non-monetary income.
- C. Effective Dates of Rent Changes - changes in monthly rent will become effective when:
- (1) Timely Reporting (Within ten (10) calendar days of the occurrence)

- (a) Decreases - First (1<sup>st</sup>) day of the month after the decrease in income is first reported to the Property Manager.
- (b) Increases – First (1<sup>st</sup>) day of the second month following the increase in income.
- (2) Late Reporting (After ten (10) calendar days of the occurrence)
  - (a) Decreases - The Tenant is not entitled to a rent credit for any prior monthly rent before the decrease in income is reported to the Property Manager. Any applicable earned income disallowance period will occur, whether reported in a timely manner or not.
  - (b) Increases - The Tenant will receive a retroactive charge for an increase in income that would have resulted in a rent increase and was not reported timely, retroactive to the month after the change should have been reported. Retroactive rent charges will be applied only where it is found that the Tenant has misrepresented the facts on which the rent is based so that the rent the Tenant is paying is less than the rent the Tenant should have been charged; or is late in reporting. The increase in rent shall be applied retroactively to the first of the month following the month in which the misrepresentation or failure to report occurred. **Any Tenant who misrepresents income or who fails to report changes to income is subject to eviction.**

D. Notice of Rent Adjustments and Grievance Rights

The Tenant will be notified in writing of any rent adjustment due to annual or interim re-examinations. All notices will state the effective date of the rent adjustment. The Tenant may ask for an explanation stating the specific grounds of the HHA determination concerning rent, dwelling size or eligibility, and if the Tenant does not agree with the determination, the Tenant shall have the right to request a hearing under the HHA Grievance Procedures.

**21. Utilities and Appliances**

- A. HHA-supplied utilities: If indicated by an (X) in paragraph 9(a) of this Lease, HHA will supply the indicated utility (electricity, gas, water, sewer service, or trash collection). Tenant will pay directly for all other utilities. HHA will not be liable for any disruptions in service or failures of the utility service provided by HHA. Utilities shall be used for normal household purposes only. Tenant agrees not to waste any utilities provided by HHA and to comply with all applicable laws, regulations, or guidelines of any governmental entity regulating utilities or fuels.
- B. HHA-supplied appliances: If indicated by an (X) in paragraph 9(c) of this Lease, HHA will provide the indicated appliances. Other major electrical appliances, air conditioning units, freezers, extra refrigerators, washers, dryers, etc. may be installed and operated only with the advance written approval of HHA. All air conditioning units must be professionally installed by an HHA-approved contractor or by HHA maintenance personnel.
- C. Tenant-paid utilities: If Tenant resides in a development where HHA does not supply electricity, gas, water, sewer service or trash collection, HHA shall establish a monthly dollar amount as an Allowance for Tenant Supplied Utilities. The amount shall be appropriate for the size and type of dwelling unit occupied by the Tenant. The Total Tenant Payment less the Utility Allowance shall equal the Tenant Rent. If the Allowance for Utilities exceeds the Total Tenant Payment, HHA will pay a monthly Utility Reimbursement to the Tenant or the utility supplier each month. Tenant's who choose Flat Rent (not income-based rent) will not receive a utility allowance.
- D. HHA may change the Utility Allowance at any time during the term of the lease and shall give the Tenant sixty (60) days' written notice of the revised Utility Allowance, along with any changes in Tenant Rent or Utility Reimbursement.
- E. Tenant is responsible for paying the utility bill, related deposits and charges, if applicable. If Tenant's actual utility bill is less than the Utility Allowance, Tenant shall receive the benefit of such savings.
- F. Tenant shall maintain utility service in Tenant's name until the end of the lease term. Tenant is required to sign a third-party notification agreement so that HHA will be notified if the resident fails to pay the utility bill.
- G. **Failure to pay keep utilities connected is a serious lease violation and grounds for lease termination.**

## 22. General Conditions For Use and Occupancy of the Dwelling Unit

- A. The dwelling unit shall be the sole place of residence of the Tenant Household.
- B. The Tenant shall have the right to exclusive use and occupancy of the dwelling unit for the Tenant and other authorized named household members of this Lease. The Tenant shall not assign the Lease, nor sublease the dwelling unit.
- C. The dwelling unit must be used only as a private residence, solely for the Tenant and the Tenant family members named on the Lease. HHA may, by prior written approval, consent to the Tenant's use of the dwelling unit for legal profit-making activities incidental to the primary use of the dwelling unit.
- D. If the Tenant during the term of the Lease, by reason of physical or mental impairment, is unable to comply with the material provisions of this Lease, and Tenant cannot make arrangements for someone to aid him/her in complying with the Lease, and HHA has complied with all applicable statutes, laws, and regulations that would enable Tenant to comply with the Lease, HHA will assist the Tenant, or a designated member of the Tenant's family, in finding more suitable housing and move Tenant from the dwelling unit. If there are no family members who can or will take responsibility for moving Tenant, HHA will work with appropriate agencies to obtain suitable housing and will terminate this lease in accordance with Section 32 of the lease.
- E. Tenant must advise HHA in writing if they will be absent from the unit for more than fourteen (14) days. Tenant will notify the manager, secure the apartment, and provide a means for HHA to contact the resident in an emergency. Failure to advise HHA in writing of an extended absence is grounds for termination of the lease.
- F. In HHA properties, the Tenant shall have the right to accommodate individual overnight guests or visitors for a total of fourteen (14) calendar days in any twelve-month period. If the Tenant wishes to accommodate individual guests or visitors for more than fourteen (14) calendar days in any twelve (12) month period, the Tenant must receive written authorization from the Property Manager.
- G. **Failure to obtain written authorization to accommodate individual guests or visitors for more than a total of fourteen (14) days in a calendar year is a serious lease violation and shall be grounds for lease termination.**
- H. The Tenant shall promptly provide information related to income, family composition, and circumstances when requested by HHA to determine eligibility, rent, and adequacy of unit size.
- I. Visitors must have no previous history of behavior that would be a lease violation. A list of individuals not allowed (trespassed) to return to the property for any reason will be updated and maintained daily for public view in the leasing office.

## 23. Housing Transfers

- A. General Transfer Policy
  - (1) Transfers are made without regard to race, color, sexual orientation, national origin, sex, religion, or familial status. In addition, Tenants can be transferred to accommodate a disability.
  - (2) Tenants will receive an offer of a transfer. Refusal of that offer without good cause will result in lease termination for mandatory transfers or the removal of the household from the transfer list for voluntary transfers.
  - (3) There is no notice requirement for emergency transfers. All other categories of transfers will be given the appropriate notice required by the laws of the State of Texas.
  - (4) For approved transfers, and when possible, HHA will allow a Tenant in good standing to choose the property to which to transfer.
  - (5) Tenants may use the HHA Grievance Procedure if they are refused the right to transfer or if HHA is requiring them to transfer and they do not want to do so.

B. Types of Transfers (prioritized in the following order)

- (1) Emergency Transfers: are mandatory when HHA determines that the unit or building conditions pose an immediate threat to resident life, health or safety or to resolve problems of a life-threatening nature that are not related to building or unit conditions. Furthermore:
  - (a) HHA is not required to give prior notice of an Emergency Transfer.
  - (b) Emergency conditions that occur due to Tenant abuse or neglect will be grounds for emergency transfers, however, resident will be charged for the damages caused to the unit.
  - (c) Refusal to make an emergency transfer is grounds for lease termination and eviction.
- (2) Administrative Transfers: are mandatory transfers initiated by HHA. These include transfers that:
  - (a) Address HHA actions that require a unit to be vacated. Such actions could include renovation, revitalization, demolition, or disposition of the building or complex.
  - (b) Accommodate approved Reasonable Accommodation requests.
  - (c) Satisfy the requirement to house households at Tax Credit properties whose incomes have declined and who no longer qualify for the income tier in which they are admitted in to the Tax Credit property.
  - (d) Appropriately house over- and under-housed households.
- (3) Tenant Initiated Transfers: are voluntary transfers made to lease compliant Tenants who have been in their current unit for at least a year. These transfers are made according to a ratio with new admissions, and are made in the order in which qualifying Tenants request them. The ratio may change from time to time. HHA may suspend resident-initiated transfers to reduce the vacancy rate.

Whenever feasible, transfers will be made within a Tenant's area or other location of the Tenant's choice. Emergency transfers due to Tenant abuse or neglect will be at the discretion of the HHA to any available unit within occupancy guidelines.

C. Priorities for Transfers: Transfers will be sorted into their appropriate categories by the Occupancy staff. Offers of units will be made in the following order:

- (1) Emergency Transfers
- (2) Administrative Transfers (in the following category order):
  - (a) HHA initiated transfers to permit construction or revitalization;
  - (b) Reasonable accommodations for residents with disabilities;
  - (c) Over-housing and Under-housing;
  - (d) Income tier transfers from Tax Credit properties.
- (3) New Admissions from the waiting list
- (4) Resident-initiated transfers

D. Residents in Good Standing

- (1) In general, and in all cases of household-requested transfers, households will be considered for transfers only if the entire household:
  - (a) Is current on rent without unpaid balance at any time in the past year or current on a repayment agreement;
  - (b) Is current on utility payments to HHA or to utility supplier or are current with any repayment agreement with the HHA or utility supplier;
  - (c) Is in compliance with the terms of the lease and any additional terms required to be added to that lease by Federal Law. Violations of the lease must be documented by notices of lease violations or other evidence;
  - (d) Meets reasonable housekeeping standards and have no housekeeping lease violations as documented by housekeeping inspection reports or work orders reflecting a pattern of damage caused by poor housekeeping; and

- (e) Has not destroyed, defaced, damaged or removed any part of an apartment or the development as documented by housekeeping inspection reports or work orders reflecting a pattern of damage or abuse.
- (2) Exceptions to the good standing requirements may be made for emergency transfers, administrative transfers, or when it is to HHA's advantage to make the transfer. The exception to the good standing requirement will be made by the Vice President of Public Housing Operations or a designee, taking into account the property manager's recommendation.
- (3) Absent a determination of exception, the following policy applies to transfers:
  - (a) If back rent or other charges are owed, the Tenant will not be transferred until a payment plan is established, or, if prior payment plans have failed, no transfer will be made until the back rent and any delinquency for other charges are paid in full.
  - (b) A Tenant with housekeeping standards violations will not be transferred until he/she passes a follow-up housekeeping inspection.

E. Costs of Transfers

HHA will pay the costs of transfers it initiates and reasonable accommodation transfers but not those due to changes in household size (over-housing and under-housing), change in income tier, or requests by the household.

Transfers in connection with modernization or revitalization will include moving expenses including the costs of disconnecting and reconnecting utilities.

**24. HHA Obligations**

HHA is Obligated:

- A. To maintain the dwelling unit, common areas, and grounds not otherwise assigned to Tenant for maintenance in a decent, safe, and sanitary condition.
- B. To comply with the requirements of applicable City building codes, housing codes, and HUD regulations materially affecting health and safety.
- C. To make necessary repairs to the dwelling unit.
- D. To maintain in good condition and safe working order electrical, plumbing, sanitary, heating, ventilating, and other facilities and appliances (stove and refrigerator), including elevators, supplied or required to be supplied by HHA. In multi-story buildings, HHA agrees to keep the stairwells clean and free of debris.
- E. To provide and maintain appropriate receptacles and facilities (except containers for the exclusive use of a Tenant) for the deposit of ashes, garbage, rubbish, and other waste removed from the dwelling unit by the Tenant.
- F. To supply running water and reasonable amounts of hot and cold water and a reasonable amount of heat at appropriate times of the year according to local custom and usage, except where the building that includes the dwelling unit is not required by law to be equipped for that purpose, or where heat or hot water is generated by an installation within the exclusive control of the Tenant and supplied by a direct utility connection.
- G. To notify the Tenant of the specific grounds for any proposed adverse action by HHA and, when applicable, to give the Tenant an opportunity for a hearing under the HHA Grievance Procedures.
- H. To post in the HHA management offices copies of all rules, regulations, schedules of charges, and other documents that are part of this agreement and to make these available to Tenant.
- I. To provide accommodations for Tenants with disabilities. Upon request by a Tenant with disabilities, or by the head of the household on behalf of a family member with disabilities, and after medically verified, HHA will provide reasonable accommodations. HHA may, depending on the circumstances, provide either structural modifications or a non-structural solution, such as a transfer to a unit or building with the required accessible features, provided such options are effective in achieving accessibility. HHA is not obligated to provide accommodations or structural

modifications if such accommodations or modifications create undue financial and administrative burdens or cause a fundamental alteration in the nature of the program.

- J. To provide units with accessible or adaptable features either by rehabilitation or through the redevelopment process or an Administrative transfer.
- K. To provide adequate explanation of the Lease provisions either before move-in or at the time of move-in.

## 25. Tenant's Obligations

Tenants, their family members, guests, and other persons under the control of the Tenant are obligated:

- A. Not to assign this lease, sublease the unit, or provide accommodation to roomers, boarders, or lodgers; not to give accommodation to guests in excess of fourteen (14) total days per calendar year without the express prior written consent of HHA.
- B. Not to permit the use of the unit as a mailing address or an address for any driver's license, identification card, vehicle registration, or utilities for persons other than those listed on this lease.
- C. Not to permit a former resident of HHA who has been evicted to occupy their unit.
- D. To notify the HHA of any additions to the household by birth, adoption, or Court-awarded custody within ten (10) days of the occurrence; to refrain from permitting other persons to join the household without first undergoing screening by the HHA, except as provided in Section 26(a).
- E. To timely report changes in income in accordance with Section 20.
- F. To provide documentation for annual and/or interim recertification as requested and to attend scheduled recertification interviews.
- G. To advise HHA in writing if they will be absent from the unit for more than fourteen (14) days. Tenant will notify the manager, secure the apartment, and provide a means for HHA to contact the resident in an emergency.
- H. To maintain the dwelling unit in a manner that complies with all obligations imposed upon the Tenant by applicable provisions of the building, housing, fire, and health codes materially affecting health and safety, and to allow HHA to make necessary inspections of the Tenant's dwelling unit.
- I. To maintain the premises assigned to the Tenant in a clean and safe condition that does not contribute to vermin infestation or other health or safety hazards.
- J. To refrain from and to cause authorized household members, guests, and other persons under the control of the Tenant to refrain from destroying, defacing, damaging, or removing any part of the dwelling unit, common areas, or development.
- K. To keep such areas outside the dwelling unit that may be assigned to the Tenant for the Tenant's exclusive use in a clean and safe condition. To maintain the yards assigned to him/her in a neat and orderly manner. To pick up and remove trash and mow the yard assigned to his/her unit. Upon written approval by HHA's 504/ADA Coordinator, as a reasonable accommodation, Tenants with disabilities shall be exempt from this obligation.
- L. Not to obstruct sidewalks, areaways, galleries, passages, elevators, or stairs and not to use these areas for purposes other than coming into and going out of the dwelling unit.
- M. Not to dispose of litter on the grounds of the property and to cause Tenant's household members, guests, and other persons under Tenant's control to refrain from littering.
- N. To refrain from placing signs of any type in or about the dwelling unit except those specifically approved by HHA.
- O. Not to disconnect, disable, or remove the batteries from any smoke detector and to replace the battery when needed.
- P. Not to allow vermin to exist on the property and to promptly notify HHA upon observing vermin or when repairs are needed to the premises.
- Q. To use in a reasonable manner all electrical, plumbing, sanitary, heating, ventilating, air conditioning, and other building accessories, including elevators.

- R. To pay reasonable charges for the repair of damages to the dwelling unit, development buildings, facilities, or common areas caused by the Tenant, household members, guests, or other persons under the Tenant's control.
- S. To dispose of all ashes, garbage, rubbish, and other waste from the dwelling unit in a sanitary and safe manner. To use no candles, incense, or other items with high heat or open flame in the dwelling unit. To refrain from hanging things from or tampering with any sprinkler system.
- T. To make no alterations, repairs, or redecoration to the interior of the dwelling unit, including nails, screws, brackets, or fasteners on any part of the dwelling unit (except for a reasonable number of adhesive picture hangers), nor to install additional equipment or major appliances, including air conditioners, without written consent of HHA. Alterations or additions that cannot be removed without permanent damage to the dwelling unit shall become the property of HHA without compensation.
- U. To make no changes to locks or install new locks or anti-theft devices without HHA's written approval.
- V. To refrain from parking any vehicles in any right-of-way or fire lane or other HHA property not designated for parking purposes. To park in resident parking spaces only (not visitor spaces) and only after receiving an HHA parking sticker. Not to bring any vehicle onto HHA property unless Tenant has a valid driver's license, is insured to drive the vehicle, and the vehicle has valid registration. Any inoperable or unlicensed vehicle as described above will be removed from HHA property at the Tenant's expense. Automobile repairs are not permitted on HHA property. To remove from HHA property any vehicles owned or in the control of the Tenant that are without valid registration and inspection stickers.
- W. To refrain from having a waterbed on the premises.
- X. To abide by the necessary and reasonable regulations and rules established by the HHA for the benefit and well being of the housing development and the Tenants, which shall be posted in the management office and incorporated by reference in the Lease. Tenant is encouraged to familiarize himself/herself with these rules and regulations. **Violation of rules constitutes a violation of the lease and may result in lease termination.**
- Y. To refrain from use of alcoholic beverages in the common areas of the development and to refrain from breaking glass containers in the common areas of the development.
- Z. To act and cause Tenants, household members, guests, and other persons under the Tenant's control to act in a manner that will not disturb other Tenants' peaceful enjoyment of their accommodations and will be conducive to maintaining the development in a decent, safe, and sanitary condition, including, but not limited to: refraining from behavior caused by drug or alcohol abuse that interferes with the health, safety, or right to peaceful enjoyment of the premises by other Tenants, HHA employees, or persons residing in the immediate vicinity of the premises.
- AA. To refrain from and cause Tenant, family/household members, guests, and other persons under Tenant's control to refrain from:
  - (1) Any criminal activity regardless of classification as a misdemeanor or felony. A criminal conviction is not needed to demonstrate serious violations of the Lease;
  - (2) Engaging in any activity on or off of the premises that threatens the health, safety, or right to peaceful enjoyment of HHA's premises by other Tenants, HHA employees, agents of HHA, or persons residing in the immediate vicinity of the premises. A criminal conviction is not needed to demonstrate serious violations of the Lease;
  - (3) Engaging in any violent criminal activity on or off the premises. A criminal conviction is not needed to demonstrate serious violations of the Lease;
  - (4) Engaging in any drug-related criminal activity on or off HHA premises; for purposes of the Lease, the term "drug-related criminal activity" means the illegal manufacture, sale, distribution, use, possession, storage, service, delivery, or cultivation of a controlled substance. A criminal conviction is not needed to demonstrate serious violations of the Lease;
  - (5) **If Tenant, household members, guests or other persons under Tenant's control have been convicted of manufacture or production of methamphetamines on the premises of federally assisted housing, the lease shall be terminated immediately.**

- (6) **If Tenant, household members, guests, or other persons under Tenant's control have a lifetime registration requirement under State Sex Offender registration laws, the lease shall be terminated immediately.**
  - (7) Unless required by lawful employment, displaying anywhere on HHA property any firearms (operable or inoperable) or other weapons. Tenants may own legal firearms in compliance with State and local laws.
  - (8) Displaying a weapon with a verbal or non-verbal threat to shoot, fire, explode, throw, or otherwise discharge the weapon; actually shooting, firing, exploding, throwing, or otherwise discharging a deadly weapon, inflicting any injury on another person, or damaging any property through the intentional, reckless, careless, or negligent use of a weapon. For purposes of this lease, a "deadly weapon" means a firearm or anything manifestly designed, made or adapted for the purpose of inflicting death or serious bodily injury. A deadly weapon shall include but not be limited to a club, explosive weapon, firearm, knife, or knuckles as those terms are defined in Section 46.01 of the Revised Texas Penal code. This also prohibits the use of any BB gun or pellet guns on HHA property;
  - (9) Owning or possessing illegal weapons on HHA property;
  - (10) Smoking inside a unit or any other building on HHA property; and
  - (11) Causing any fire on HHA premises, either intentionally or through negligence or careless disregard.
- BB. To keep dogs, cats, or other common household animals on the premises, only in accordance with HHA's Pet Policy. The Pet Policy requires HHA's prior written consent and approval of a pet application, which will become part of this Lease. No consent shall be given to animals classified as dangerous, or snakes or other exotic animals that are not household pets. All other state and local laws regarding curbing rules, anti-cruelty laws, animal control, and animal health shall be applicable to pet ownership by any Tenant. Generally, persons with disabilities who have assistive animals are exempt from all provisions of the Pet Policy except those related to pet health and hygiene.
- CC. Every authorized school age Tenant of the household must be enrolled in and attend school in compliance with State and local truancy law, State and local curfew law, and HHA policies. Noncompliance may result in termination of the lease and eviction.
- DD. To comply with the HHA's Community Service requirements as stated in Section 39 of this Lease.
- EE. To transfer to another unit when required under the Emergency and/or Administrative Transfer procedures.
- FF. Not to commit any fraud in connection with any program administered by HHA.

**Failure by the Tenant to comply with any of these Tenant Obligations shall be grounds for termination of this Lease.**

## **26. Changes in the Household**

- A. Children born to or adopted by family members listed on the lease and children whose custody is awarded to the family by a court of competent jurisdiction will automatically be added to the Lease upon notification by Tenant to HHA.
- B. All other additions to the household, including but not limited to foster children, foster adults, and Live-in Aides require the prior written approval of HHA. Violation of this requirement shall be grounds for lease termination. For new family members age 15 and older, including Live-in Aides, such approval will be granted only if the new family member meets HHA's applicant screening criteria and the addition of the new family member does not overcrowd the unit.
- C. Prior approval to add a Live-in Aide is required and shall not be unreasonably refused. A Live-in Aide is a person who resides with an elderly Tenant or a Tenant with a disability and who is determined, by a qualified health care provider, to be essential to the care and well-being of the Tenant, is not obligated for the support of the Tenant, and who would not be living in the dwelling unit except to provide the required supportive services. Generally, a Live-in Aide may not move into a unit if it would create overcrowding. However, based on a request for a reasonable accommodation, a Live-in Aide may be permitted to move into the unit until the household is

transferred to another unit of appropriate size. Live-in Aides have no rights as remaining family members.

- D. HHA shall approve or disapprove a Tenant's request to allow a person to move into the dwelling unit within 30 business days of receipt of the written request. This time period can be extended if there is a delay beyond the control of HHA or the tenant. If HHA makes no decision within the time period, or within any extensions set forth in this subparagraph, then the Tenant's request shall be deemed approved.
- E. Authorized Tenants who move out of the dwelling unit for any reason shall be reported by the Tenant to HHA in writing within ten (10) days of the occurrence.
- F. Remaining family members. If the head of household dies or leaves the unit for any reason other than lease termination or enforcement, continued occupancy by remaining household members is permissible only if there is one or more household members on the Lease and living in the household who passes screening and is 18 years of age or older or an emancipated minor. Eviction proceedings can be commenced if:
  - (1) the remaining household members fail to inform HHA within ten (10) days of the death or departure of the former head of household;
  - (2) there is no family member qualified to sign a new lease;
  - (3) after the remaining family member's approval to assume the lease obligations, he/she fails to sign a new lease within thirty (30) days;
  - (4) the only adults or emancipated minors remaining in the unit have committed rent default or criminal activity violations; or
  - (5) the remaining family members fail to notify the HHA of any additions to the household by birth, adoption, or Court-awarded custody and fail to refrain from permitting other persons to join the household without first undergoing screening by the HHA, except as provided in Section 26(a).
- G. HHA may permit an adult not on the Lease to join the household as a new head of household. In giving approval for such an arrangement, HHA will consider whether there is any remaining member capable of executing a lease and the ability of the family to stay together if the new household member is allowed. The new head of the household must meet HHA's applicant screening criteria. A new head of the household added to the lease under paragraph(s) F and G will be charged for any arrearages incurred by the former head of household. HHA may establish a payment plan with the new head of household if the condition of tenancy falls within the parameters of the Hardship Exemption.
- H. If this Lease is an extension of occupancy by the Tenant's household under a prior lease or leases with HHA, any amounts due under the prior lease or leases may be charged and collected as if the same had occurred under this Lease.

## **27. Entry of Premises During Tenancy**

- A. Upon reasonable notice, any employee or contractor of HHA will be permitted to enter the dwelling unit during reasonable hours (8:00 a.m. to 5:00 p.m.) for the purpose of performing routine maintenance, making improvements or repairs, inspecting the unit, or showing the unit for re-leasing.
- B. When the tenant requests maintenance on the dwelling unit, HHA shall acknowledge receipt of the request within twenty-four (24) hours. A request for maintenance constitutes permission for HHA to enter the unit and perform the maintenance. If the Tenant is not at home when HHA performs requested maintenance, HHA shall leave a copy of completed work order in the unit.
- C. For reasons other than requested maintenance, HHA shall give all Tenants a minimum forty-eight (48) hours' written notice that HHA intends to enter the dwelling unit and state the reason for entry. Tenants with disabilities will be provided notice in the formats they request.
- D. HHA may enter the Tenant's dwelling unit at any time without advance notification:
  - (1) When there is reasonable cause to believe that an emergency exists that poses an immediate threat to the safety and/or welfare of Tenants and/or employees;
  - (2) To enforce welfare checks; or
  - (3) For security reasons by security personnel.

- E. If the Tenant and all adult members of the household are absent from the dwelling unit at the time of entry, HHA shall leave a written statement in the dwelling unit specifying the date, time, and purpose of entry prior to leaving the dwelling unit.

## 28. Defects Hazardous to Life, Health or Safety

If the dwelling unit is damaged so that conditions are created that are hazardous to the life, health, or safety of the occupants, the following terms will be applicable:

- A. HHA Responsibilities and Services: HHA shall be responsible for repair of the unit within a reasonable period of time after receiving notice from the Tenant. If the damage was caused by the Tenant, family members, tenant's pet(s), guests, or other persons under the Tenant's control, the reasonable cost of the repairs shall be charged to the Tenant. The reasonable period of time to abate and repair an emergency is defined to be twenty-four (24) hours.
- B. If necessary repairs cannot be made within a reasonable time, HHA shall offer the Tenant decent, safe, and sanitary alternative accommodations.
- C. If repairs cannot be made by HHA within a reasonable amount of time, and decent, safe, and sanitary alternative accommodations containing no hazardous defects are unavailable, then rent shall abate in proportion to the seriousness of the damage and loss in value as a dwelling. The abatement will remain in effect until the damage is corrected.
- D. No abatement of rent shall occur if the Tenant rejects the alternative accommodations and remains in the dwelling unit or if the damage was caused by the Tenant, family members, Tenant's pet(s), guests, or other persons under the Tenant's control.
- E. If the Tenant's dwelling unit is uninhabitable or is hazardous to life, health, and safety, and a decent and sanitary alternative accommodation containing no hazardous defects is offered and refused, and the Tenant refuses to leave the unit until it is repaired, the Tenant's lease may be terminated. **A tenant who fails two housekeeping inspections is subject to eviction.**
- F. Tenant Responsibilities: Tenant shall immediately notify the Property Manager of the damage when the damage is hazardous to life, health, or safety of the occupants.
- G. The Tenant agrees to continue to pay full rent, less the abated portion, during the time the defect remains uncorrected.
- H. HHA shall not be liable for any injuries or property damage sustained on any premises leased or assigned to the Tenant except for injuries or property damage resulting from intentional or negligent action or omissions on the part of HHA or the HHA's representatives or agents.
- I. All accidents involving injury or loss of property to the Tenant, authorized household members, Tenant's pet(s), or guests must be reported, in writing, to the Management Office, within five (5) business days. Failure to comply with this reporting procedure does not waive or foreclose any legal or equitable remedies that the person may have against the HHA with respect to said damages or injury.

## 29. Mildew

- A. In warm, moist climates such as Houston's summer climate, mildew is found virtually everywhere. To avoid the growth of mildew, Tenant is obligated to take certain precautions:
  - (1) Pay attention to and report to HHA any leaks, flooding, overflows, or signs of mildew;
  - (2) Report leaks from all sources, including roofs, plumbing and fixtures, water heaters, air conditioning units, appliances, windows, and doors; and
  - (3) Promptly clean up and dry spills from cooking, over watered plants, wet clothing, pet urine, beverage spills, and steam from open pot cooking.
- B. Failure to notify HHA within twenty-four (24) hours of water problems that lead to severe mildew will make the Tenant responsible for the cost of repairing property damage and is a serious lease violation that can result in lease termination.

### 30. Inspections

- A. Move in Inspections: HHA and the Tenant or his/her representative shall inspect the dwelling unit before occupancy. HHA may photograph the unit at the move-in inspection. HHA shall give the Tenant a written statement of the condition of the dwelling unit, both inside and outside, and note any equipment provided with the dwelling unit. The statement shall be signed by HHA and the Tenant or his/her representative, and a copy of the statement will be retained in the Tenant's folder. Any deficiencies noted on the inspection report will be corrected by HHA at no charge to the Tenant prior to move-in or within ten (10) business days after move-in, provided the defect does not render the unit uninhabitable. If HHA fails to correct the deficiencies within ten (10) business days of the move-in, the Tenant may exercise the remedy described in Section 28.
- B. Annual Inspections: An annual inspection will be conducted for all Tenants. Tenants will be notified at least forty-eight (48) hours in advance of the annual inspection. At least one inspection shall be conducted of all occupied units, structures, and systems using the Uniform Property Condition Survey (UPCS).
- C. In addition to the UPCS inspection, HHA shall conduct no less than one housekeeping inspection each year (if poor conditions exist, more than one housekeeping inspection may be required) to check the condition of the dwelling unit, the equipment within, and any areas assigned to the Tenant for upkeep. HHA will provide the Tenant with a written statement regarding dwelling unit conditions. Further, HHA shall request work orders for all items found to be in disrepair.
- D. HHA will use the annual housekeeping inspection to assess the Tenant's overall care of the dwelling unit, equipment, and housekeeping habits or practices in accordance with this Lease. When housekeeping is a problem, HHA will notify the Tenant in writing of the housekeeping problems and identify the measures and time period provided to abate unsatisfactory conditions.
- E. Interim Inspections: HHA will conduct interim inspections to follow up on any housekeeping problems found during the annual housekeeping inspections. Tenants notified in writing of housekeeping problems will receive interim inspections to measure corrections to any identified unsatisfactory conditions and progress toward abatement of the problem.
- F. Move-out Inspection: HHA will inspect the dwelling unit at the time the Tenant vacates and give the Tenant a written statement of the charges, if any, for which the Tenant is responsible. In order to protect the Tenant's rights, the Tenant and/or his/her representative may join in such inspection, unless the Tenant vacates without notice to HHA.
- G. **All inspections are conducted to evaluate unit conditions, establish preventive maintenance programs, prepare unit rehabilitation specifications, or take other actions to improve the maintenance of units.**
- H. **Failure to permit inspection of the dwelling unit is a serious lease violation and grounds for lease termination.**

### 31. Notice Procedures

- A. Tenant Responsibility – Any notice other than Maintenance Request, Vermin Removal Request, or Extermination Request must be in writing, hand-delivered to the Management Office, or sent prepaid first-class mail, prepaid certified mail, or prepaid courier service (notice must be properly addressed).
- B. HHA Responsibility – All notices to the Tenants must be in writing, except notices to Tenants with disabilities, which must be in the accessible format requested by the Tenant. Notices will also be available in Spanish or other languages as needed if requested by the Tenant and identified in Section 14 of this lease agreement.
- C. Notices for lease termination, non-renewal, and/or notices to vacate must be personally served upon the Tenant or upon any adult member of the household residing in the dwelling unit or sent by certified mail with a return receipt requested. Refused or unclaimed letters sent by certified mail with return receipt requested shall be considered sufficient evidence that proper notice was given. If no one is present at the unit at the time that personal service is attempted, the notice of lease termination, non-renewal, and/or notice to vacate may be posted on the premises. Notice

may be given to a household member who is at least fifteen (15) years of age or older, or an emancipated minor who is head of household.

- D. Notices, other than notices for lease termination or non-renewal, may be delivered by hand to the Tenant or any adult member of the Tenant's household or sent by first-class mail.
- E. Unopened, cancelled first class mail returned by the Post Office shall be sufficient evidence that notice was given, whether signed or unsigned.

### **32. Termination of the Lease**

For termination of the Lease, the following procedures shall be followed by HHA and the Tenant:

- A. The Tenant may terminate this Lease at any time by giving thirty (30) days' written notice. Failure to give said notice to management may result in additional rent being charged to the Tenant's account. The Tenant is responsible for the final month's rent and any time short of the required thirty days. Tenant shall leave the unit and all other areas assigned to him/her for maintenance in clean condition except for normal wear and tear and shall return the keys to HHA before leaving. The security deposit may not be used for the rent or other charges while the tenant occupies the unit. If Tenant fails to give thirty (30) days' notice, HHA may charge the Tenant thirty (30) days rent from the date HHA learns the unit is vacant.
- B. This Lease may be terminated by HHA only for serious or repeated violations of material terms of the Lease, or for other good cause. Examples of behavior for which the lease can be terminated include but are not limited to: failure to maintain utility service or make payments due under the Lease and/or failure to fulfill Tenant obligations set forth above. A Tenant who receives three (3) lease violations for late rent payments in a twelve (12) month period will be subject to termination of the Lease.
- C. The Lease may also be terminated if:
  - (1) The Tenant and/or any household member allows an individual to reside in the unit without advance approval by HHA;
  - (2) The Tenant and/or any household members fails to provide complete and accurate information about income, deductions from income, criminal background, family composition, or family circumstances as required to do so by HHA;
  - (3) The Tenant and/or any household member falsifies documents and/or commits any fraud in connection with any program administered by HHA;
  - (4) The Tenant permits a former resident of HHA who has been evicted to occupy their unit;
  - (5) The Tenant and/or any household member is fleeing to avoid prosecution, custody, or confinement after conviction for a crime or attempt to commit a crime, which is a felony under the laws of the state from which he flees, or for violating a condition of probation or parole imposed by Federal or State law;
  - (6) There is any criminal activity by Tenant, household member, or guest at any time during residency on HHA property, regardless of when HHA learns of the criminal activity;
  - (7) There is any criminal activity engaged in by the Tenant, any member of the household, a guest, or another person under the Tenant's control on or off the premises that threatens the health, safety, or right of peaceful enjoyment of the premises by other Tenants, HHA employees, agents or contractors, or persons residing in the immediate vicinity of the premises;
  - (8) There is any drug-related criminal activity on or off the premises by the Tenant, any member of the household, a guest, or another person under the Tenant's control;
  - (9) There is any violent criminal activity on or off the premises by Tenant, household member, or guest;
  - (10) The Tenant, household members, guests, or other persons under Tenant's control cause any fire on HHA premises, either intentionally or through negligence or careless disregard; or
  - (11) HHA discovers after admission or Lease renewal facts that make the Tenant or any household member ineligible as described in the Admissions and Continuing Occupancy Policy of HHA and/or applicable HUD regulations. This includes, but is not limited to, a

finding by HHA that any household member has a history of criminal activity in the past five years that involved drug related criminal activity, crimes of physical violence to persons or property, or any criminal acts which could adversely affect the health, safety, or welfare of other tenants, staff, agents, and/or contractors of HHA.

- D. The HHA will not be required to prove that the Tenant knew or should have known that the member of the household, guest, or other person under the Tenant's control was engaged in the prohibited activity.
- E. HHA may evict a Tenant if HHA determines that the covered person has engaged in the criminal activity described in 5-8 above 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.
- F. In deciding to evict for criminal activity, HHA may consider all of the circumstances of the case, including the seriousness of the offense, the extent of participation by family members, and the effects that the eviction would have on family members not involved in the proscribed activity. In appropriate cases, HHA may permit continued occupancy by remaining family members and may impose a condition that family members who engaged in the proscribed activity will neither reside in nor visit the dwelling unit. HHA may require a family member who has engaged in the illegal use of drugs to present evidence of successful completion of a treatment program as a condition to being allowed to reside or visit in the dwelling unit.
- G. HHA will not evict Tenant for criminal activity when the Tenant is verified to be the victim of domestic violence, dating violence, or stalking unless the criminal activity in which Tenant is participating is unrelated to the domestic violence, dating violence, or stalking. If the abuser is verified to be a family member, the Tenant may remove the abuser from the lease and remain in the unit. Nothing in this lease can be construed to limit the authority of HHA to terminate the tenancy of any Tenant when that Tenant's presence can be demonstrated to be an actual and imminent threat to other tenants, staff, or those providing service to the property.
- H. This Lease may be terminated or will not be renewed by HHA if non-exempt adult members of the Tenant household are not in compliance with the Community Service requirements described in Section 39.
- I. HHA shall give written notice of lease termination in English or Spanish or other language as needed or, in the case of a Tenant with a disability, in an accessible format, of:
  - (1) Fourteen (14) days in the case of failure to pay rent;
  - (2) Three (3) days when the health or safety of other Tenants, HHA employees, agents, contractors, or persons residing in the vicinity of the premises is threatened, or for any drug-related activity;
  - (3) Thirty (30) days in any other case.
- J. The Lease Termination Notice shall state specific reasons for the termination, shall inform Tenant of his/her right to make such reply as he/she may wish, and shall advise of Tenant's right to examine HHA documents directly relevant to the termination. In addition, when HHA is required to offer the Tenant an opportunity for a grievance hearing, the notice shall inform the Tenant of the right to request such a hearing in accordance with the HHA Grievance Procedure. A Notice to Vacate may be combined to run concurrently with the Lease Termination Notice.
- K. When HHA is required to offer the Tenant the opportunity for a grievance hearing, and when the Tenant has made a timely request for a grievance hearing, the tenancy shall not terminate, even if the Lease Termination Notice has expired, until the grievance process has been completed.
- L. HHA excludes from the HHA Grievance Procedures lease enforcement actions related to any criminal activity that threatens the health, safety, or right of peaceful enjoyment of the premises by other Tenants, HHA employees, or agents of HHA, or persons residing in the immediate vicinity. HHA also excludes from the HHA Grievance Procedures any lease enforcement activities related to any violent or drug-related criminal activity on or off premises, along with any criminal activity that resulted in felony conviction of a household member. In lease terminations for these violations, the Lease Termination Notice shall state that the Tenant is not entitled to a Grievance hearing and shall specify the judicial eviction procedure to be used by HHA. HUD has determined that this eviction procedure provides the opportunity for a hearing in a Court that contains the basic elements of due process.

- M. The Tenant or HHA may give notice of termination on any day of the month.
- N. HHA may evict the Tenant from the dwelling unit only by bringing a court action.
- O. If HHA files an eviction action against a Tenant, the Tenant will be liable for costs awarded by the Court, including Attorney's fees, unless the Tenant prevails in the action.
- P. This lease shall terminate upon abandonment of the premises by Tenant.

### **33. Grievance Procedure and Requirements**

- A. Disputes arising under this Lease shall be resolved pursuant to the HHA's Grievance Policy, where applicable, and any amendments thereto that are in effect at the time such grievances arise, incorporated herein by reference.
- B. In the case of a proposed adverse action including a proposed lease termination, HHA shall not take the proposed action until the time for the Tenant to request a grievance hearing has expired or, where applicable, the grievance process has been completed.

### **34. Notice to Post Office**

When HHA evicts a Tenant for engaging in any criminal activity, HHA shall notify the local Post Office serving the dwelling unit so that the Post Office will stop delivering mail for such person at the unit and the person will not return to the community to pick up mail.

### **35. Lease Modifications and Riders**

Any modification of this Lease must be by a written rider to the Lease executed by HHA and the Tenant, the only exception being for modifications of rent pursuant to Section 20 of this Lease.

### **36. Non-waiver of Rights**

The failure of HHA to exercise any right or remedy as provided in this lease shall not affect the right to do so at any later date.

### **37. Non-Liability**

Tenant acknowledges that any security measures provided by HHA will not be treated by Tenant as a guarantee against crime or a reduction in the risk of crime. HHA will not be liable to any Tenant, family/household member, or guest for injury, damage, or loss to person or property caused by criminal conduct of other persons, including theft, burglary, assault, vandalism or other crimes. HHA will not be liable to Tenant, any family/household member, or guest for personal injury, damage, or loss to personal property from fire, water leaks, explosions, or natural causes including rain, hail, ice, snow, smoke, lightning, wind, and interruption of utilities. Tenants are strongly urged to secure renter's insurance to protect against the losses mentioned above. If information regarding Tenant and/or Tenant's family/household members is requested by a third party for law enforcement purposes, Tenant authorizes HHA to provide the information.

### **38. Abandonment**

- A. The Tenant shall be deemed to have abandoned the dwelling unit when the Tenant has moved out. When HHA questions whether the unit has been abandoned, HHA will secure the apartment against vandalism and post a notice of planned entry on the door. If, after two (2) days, there is no response to the notice and inspection shows that all or most of the Tenant's property has been removed or rent is not paid, HHA will conclude the unit has been abandoned.
- B. Two (2) days after the Tenant has abandoned the dwelling unit, HHA will remove and store any personal property remaining in the dwelling unit for thirty (30) days if unclaimed, after which HHA will dispose of the property.

**39. Community Service Requirements/Economic Self-Sufficiency Programs**

- A. HHA's Neighborhood Service requirements and Economic Self-Sufficiency programs mandate that each adult household member not eligible for an exemption shall contribute 8 hours per month of some combination of community service within their community, or Economic Self-Sufficiency activity, both as defined in the Admissions and Continued Occupancy Policy.
- B. If the Tenant does not comply with Community Service requirements or Economic Self-Sufficiency programs, HHA will either terminate the lease or not renew or extend the Tenant's Lease upon expiration of the lease term and shall take such action as is necessary to terminate the tenancy of the household.
- C. Based on consideration of the Tenant's efforts to comply with this Section, the HHA reserves the right, at its discretion, to enter into a written agreement with the Tenant before the expiration of the lease term to cure any non-compliance with neighborhood service or economic self-sufficiency programs.

**EXECUTION AND CERTIFICATION**

**By signature below, the Tenant agrees to the Terms and Conditions of this Lease. By signature below, the Tenant also acknowledges that the Terms and Conditions of this Lease Agreement have been received and thoroughly explained and that the Tenant agrees to be bound by said Terms and Conditions.**

Tenant hereby certifies that he/she has not committed fraud in connection with any federal housing assistance program. **Tenant further certifies that all information or documentation submitted to the HHA before and during the lease term is true and complete to the best of Tenant's knowledge and belief. If fraudulent information is provided, the Tenant understands that HHA has the right to terminate the lease or charge retroactive rent increases.**

\_\_\_\_\_  
Tenant (Authorized Head of Household) Date

\_\_\_\_\_  
Tenant (Authorized Family/Household Member) Date

\_\_\_\_\_  
Tenant (Authorized Family/Household Member) Date

\_\_\_\_\_  
Property Manager Date

\_\_\_\_\_  
Witness Date

