

PART 1 of the RESIDENTIAL LEASE

1. **THIS LEASE AGREEMENT** is executed between the Erie County Rentals, Inc. (hereafter PHA/OWNER), and _____ (called “Tenant”).

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

2. **Unit:** PHA/OWNER, relying upon Tenant-supplied data about 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 Part 2 Lease Terms and Conditions.

Tenant (Head of Household) _____

Spouse/Co-head (if applicable) _____

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 & Birth Date	Relationship	Social Security Number
		Head	

4. **Initial Rent:** Is prorated for a partial month and shall be \$ _____.

5. **Utility:** If applicable, the Tenant shall receive \$ _____ for the first month's partial Utility Reimbursement for the period beginning _____ ending at midnight on _____ Utility reimbursements shall be paid by PHA/OWNER to the applicable Utility supplier on the Tenant's behalf.

6. **Monthly Rent/ Rent Choice:** After the initial rent established in (4) above rent of \$ _____ per month, shall be payable in advance on the **first day of each month**.

7. **Rent Payments:** Rent payments must be made by mail, in person or drop -box to PHA/OWNER, at 120 South Center Street, P.O. Box 38, Corry, PA 16407.

8. **Renewal:** Unless terminated as stated in the Lease Terms and Conditions, or not renewed by PHA/OWNER, this Lease shall be renewed for 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.

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

10. Utilities and Appliances:

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

- Electricity Gas Water Sewer Service. Trash collection

The following appliances are supplied by the PHA/OWNER, as checked below:

- Stove Refrigerator

11. Utilities Allowances Tenant-Paid Utilities: Since Tenant pays for utilities, as indicated by an (X) above, PHA/OWNER shall provide Tenant with a Utility Allowance in the monthly amount of \$_____ The Tenant must keep utilities turned on in the unit and 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.

When the Tenant pays for utilities, by his/her signature below, the Tenant agrees to sign a third -party notification agreement with the utility provider so that PHA/OWNER will be notified if the Tenant fails to pay the utilities. **Failure to keep utilities connected is a violation of the lease.**

12. Accessible Features: Tenant has represented to PHA/OWNER and PHA/OWNER has verified the need for the following accessible feature(s) because of the disability of a member of the Tenant family:

- | | |
|---|---|
| <input type="checkbox"/> A separate bedroom | <input type="checkbox"/> Unit for Hearing-Impaired |
| <input type="checkbox"/> A fully accessible apartment | <input type="checkbox"/> BR Bath on 1 st floor |
| <input type="checkbox"/> Unit for Vision-Impaired | <input type="checkbox"/> Other _____ |

13. Alternate form of communication or accessible format for written notices: Tenant has represented to PHA/OWNER and PHA/OWNER has verified the need for the following alternate form of communication or accessible format: _____

Description of the Lease:

Part 1: The part of the Lease that is specific to the individual Tenant

This part is executed by the Tenant and PHA/OWNER and 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, 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 utility reimbursement (if any) and the amount of any other charges due under the Lease;
- Utilities and appliances provided by PHA/OWNER with the unit;
- Identification of any accessible housing or alternate communication needs;
- Signature line for the parties to the Lease; and,

“PHA/OWNER” means the Erie County Rentals, Inc. and its employees and contractors acting in an official capacity.

“Tenant” shall be the Head of Household and Co-signer (spouse or co-head), if any, who signs the Lease.

“Family Member(s)” means any authorized persons whose names are included on the Tenant’s application and the lease and who are members of the Tenant’s “family”, as defined in PHA/OWNER’s Admission and Continued Occupancy Policy (ACOP). Family members have the right, if they pass screening as described in the Admissions and Continued Occupancy Policy and are either age 18 or older, or younger and a Court-emancipated minor, to remain in the unit as a remaining family member after the Head of Household leaves.

“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 PHA/OWNER directly or indirectly to include, but not limited to, grounds parking areas, and buildings.

Part 2: The 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.**

By signature below, the Tenant agrees to the Terms and Conditions of this Lease. By the signature, below, the Tenant also acknowledges that the Terms and Conditions of this Lease Agreement have been received and explained.

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 PHA/OWNER before and during the Lease term is true and complete to the best of Tenant’s knowledge and belief. If false information is provided, the Tenant understands that the Lease may be terminated or the rent retroactively increased.

Signature Page

Tenant (Authorized Head of Household) Date

Co-head of Household (if applicable) Date

PHA/OWNER Representative Date

Witness Date

Attachments to the Lease

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

- | | |
|---|---|
| <input type="checkbox"/> Terms and Conditions of the Lease | <input type="checkbox"/> Housekeeping Standards |
| <input type="checkbox"/> PHA/OWNER Pet Policy | <input type="checkbox"/> House Rules |
| <input type="checkbox"/> PHA/OWNER Informal Hearing Procedure | <input type="checkbox"/> Smoke Detector Safety |
| <input type="checkbox"/> Information on Lead Poisoning | <input type="checkbox"/> Fair Housing/504 Information Sheet |

STATEMENT ON RECEIPT OF INFORMATION:

Tenant certifies that a copy of the above information regarding lead poisoning has been provided as part of the move-in packet. The above information has been thoroughly explained and the Tenant understands the possibility that lead-based paint may exist in the unit.

Tenant Date

Co-head of Household (if applicable) Date

LEASE PART 2: Terms and Conditions

THIS LEASE AGREEMENT (called the "Lease") is between the Erie County Rentals, Inc. (called "PHA/OWNER") and the Tenant named in the Contract (called "Tenant").

1. Lease Term, Amount of Rent

- a. The initial term of this Lease is twelve (12) months, unless otherwise modified. The Lease shall be renewed for successive terms of one year if the Tenant is compliant with its terms.
- b. The formula for rent in the project-based voucher program is established in Federal Regulations. Unless revised in the regulations, a Tenant pays as Total Tenant Payment, the greater of 30 percent of adjusted monthly income or 10 percent of monthly income, but never less than the PHA/OWNER minimum rent of **\$50.00**, unless the Tenant paying the minimum rent experiences a hardship. The utility allowance is then subtracted from this amount to determine the monthly tenant rent.
- 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". As required by Federal law, these families may live at the property, but will pay a higher pro-rated rent based on the percentage of members who are eligible for housing assistance.
- d. Because the PHA/OWNER development has Tenant-paid utilities, tenants will receive a Utility Allowance for the utilities they pay directly to the utility supplier.
- e. Rent is due and payable in advance without demand on the first day of each month. Rent is late if not paid by the 5th calendar day of the month.
- f. Rent is paid by mail, in person or using the lock-box at PHA/OWNER's central office (see Part 1 of Lease)
- g. Failure to pay rent on time is a serious lease violation and grounds for lease termination.**

2. Notice of Rent Adjustment

- a. When PHA/OWNER increases the amount of the rent due to increased Tenant income, PHA/OWNER shall provide at least 30 days' written notice to the Tenant.
- b. If rent decreases, PHA/OWNER will reduce the rent effective the first of the month after the circumstances leading to the decrease are reported by the Tenant, once the circumstances are verified.

3. Charges in Addition to Rent

- a. In addition to rent, the Tenant is responsible for the payment of charges in addition to rent. Disputes concerning charges may be resolved through the Informal Hearing Procedures.
- b. Charges in addition to rent are due on the first day of the month after the charge is incurred. The Tenant may have an 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 when due is a serious lease violation and grounds for lease termination.**
- d. Charges in addition to rent can include but are not limited to:
 - 1) 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 the actual cost to PHA/OWNER for the labor and materials needed to complete the work.
 - 2) 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 PHA/OWNER 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.
 - 3) Late Fees: A charge of \$25, after the day specified in Section 1.f of this lease will be due and payable for all rent not received in a timely manner.

- 4) No charge for Reasonable Accommodations: DH shall grant reasonable accommodations, 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 as described in PHA/OWNER'S ACOP.

4. Security Deposit

- a. The Tenant agrees to pay a security deposit at the time of leasing. The amount of the security deposit shall be \$99.00.
- 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. Assistance animals verified to be needed by tenants with disabilities are not pets and are not subject to the pet deposit.
- c. If Tenant is transferred to another unit, Tenant will not be required to pay an additional or increased security deposit or pet fee.
- d. PHA/OWNER 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 PHA/OWNER 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 Management has inspected the unit.
- f. After any deductions are made, PHA/OWNER shall mail to the forwarding address provided by the Tenant, within 35 days of the Tenant vacating, a statement of the damages caused to the premises and cost of repair, and any remaining Security Deposit.

5. 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 claims zero income, in which case the family's income will be reexamined every 90 days.
 - 2) The Tenant must supply PHA/OWNER with accurate written information about family composition, citizenship and/or immigration status, age of family members, social security numbers of all family members, amount 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 household members, and appropriateness of dwelling size.
 - 3) All adult members of the household must be present for the reexamination meeting to sign releases for required documentation.
 - 4) The Tenant agrees to comply with PHA/OWNER requests for verification by signing releases for third-party sources, presenting documents for review or providing other suitable forms of verification. This information will be used by PHA/OWNER 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) **Failure to supply requested information and/or misrepresentation of information is a serious violation of the terms of the Lease and may result in termination of the Lease.**
 - 6) PHA/OWNER 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.
 - 7) In accordance with Federal and state law, PHA/OWNER will process any applicable earned income disallowance for a qualifying family with a disabled member who has experienced an increase in their earned income.
 - 8) PHA/OWNER will not reduce any portion of rent if the TANF benefits of a covered family are reduced when the welfare department verifies:
 - a. Failure of any member of the family to comply with conditions under the TANF

program requiring participation in an economic self-sufficiency program, imposing a work activities requirement, or welfare fraud.

- c. In either of the cases under this section, the Tenant's monthly contribution toward rent may not be decreased during the period of reduction.
- d. If the Tenant challenges the welfare program grant reduction, the requirements of paragraph 8 shall not take effect until the results of the challenge are known.

9) Failure to comply with annual reexamination requirements or to misrepresent income or qualification for deductions is a serious lease violation and grounds for lease termination.

a. Interim Re-examinations: Interim re-examination requirements are as follows:

- 1) Between annual re-examinations, all changes in family/household composition must be reported. Certain changes require advance approval by PHA/OWNER.**
- 2) Birth or adoption of children and Court-awarded custody of children must be reported to the PHA/OWNER within ten (10) calendar days of the occurrence.
- 3) Other additions to the household require written approval by PHA/OWNER before the changes of household composition are made. Failure to obtain advance permission to allow other persons to move into the dwelling unit is a serious lease violation and grounds for lease termination.
- 4) PHA/OWNER will process an interim reduction in rent if the Tenant has a decrease in income or change in household composition or circumstances that will last 30 days or longer.
- 5) PHA/OWNER will grant a hardship exemption to a qualifying tenant who is paying the minimum rent.

The Tenant paying minimum rent must request the hardship exemption. The following circumstances would constitute a hardship for Minimum rent payers:

- a. Tenant experiences a loss income that will last more than 30 days;
- b. The family has lost eligibility for or is awaiting an eligibility determination from a Federal, State or local assistance program;
- c. A person with income leaves the tenant family;
- d. There is a death in the Tenant family;
- e. The Tenant would be evicted because of being unable to pay the Minimum Rent;

Minimum rent payers will be granted an automatic 90-day exemption period so long as the hardship is verified to last more than 90 days. PHA/OWNER will verify the Tenant's hardship claim and, if the Tenant does not qualify for a hardship exemption, PHA/OWNER will reinstate the Minimum Rent, retroactive to the date the exemption was granted. PHA/OWNER will enter into a Repayment Agreement for any rent not paid during the 90-day period. When the hardship is verified to last more than 90 days, the tenant's rent will be based on the greater of 30 percent of adjusted monthly income or 10 percent of monthly income.

- 7) If a Tenant (other than a Minimum Rent payer) is granted a rent reduction between annual re-examinations, the Tenant is then subject to an Interim increase in rent if Tenant's income increases.
- 8) PHA/OWNER will process an interim increase in rent if the tenant receives PHA/OWNER's permission to add an adult member with income to the lease;
- 9) PHA/OWNER will process an interim increase in rent if the Tenant's earned or unearned income increases by more than \$200 per month.
- 10) PHA/OWNER will process a retroactive increase in rent if the PHA/OWNER discovers that the Tenant has misrepresented facts upon which rent is based. Failure to report accurate information is grounds for Lease termination in accordance with Section 17 of this Lease.**

11) PHA/OWNER will process an interim increase in rent if PHA/OWNER verifies that a Tenant claiming zero income has either monetary or non-monetary income.

b. Effective Dates of Rent Changes:

Timely Reporting (Within 10 calendar days of the occurrence)

- 1) Decreases - 1st day of the month after the decrease in income is first reported to the PHA/OWNER and verified by the income source.
- 2) Increases – 1st day of the second month following the increase in income.

Late Reporting (After 10 calendar days of the occurrence)

- 1) Decreases - The Tenant is not entitled to a rent credit for any prior monthly rent before the decrease in income is reported to the PHA/OWNER. Any applicable earned income disallowance period will occur, whether reported in a timely manner or not.
- 2) Increases - The Tenant will receive a retroactive charge for an increase in income that would have resulted in a rent increase not reported timely, retroactive to the month after the change should have been reported. Retroactive rent charges will be applied only if 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 in accordance with Section 6 (c) of this Lease. The increase in rent shall be applied retroactively to the first of the month after the month when the misrepresentation or failure to report occurred.

c. Notice of Rent Adjustments and Informal Hearing 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 PHA/OWNER 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 PHA/OWNER Informal Hearing Procedures.

6. Utilities and Appliances

- a. PHA/OWNER-supplied utilities: PHA/OWNER does not supply utilities. Tenant will pay directly for all utilities and receives a utility allowance that covers those utilities.
- b. PHA/OWNER-supplied appliances: PHA/OWNER will provide a cooking range and refrigerator.
- c. Tenant-paid utilities: Since PHA/OWNER does not supply utilities, PHA/OWNER has established a monthly dollar amount as an Allowance for Tenant-Supplied Utilities that is appropriate for the size and type of dwelling unit occupied by the Tenant.
- d. The PHA/OWNER may change the Utility Allowance at any time during the term of the lease and shall give the Tenant 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 will not allow utilities to be disconnected by any means (including by the utility supplier for non-payment) until the end of the lease term.
- g. **When the Tenant pays for utilities directly, failure to pay keep utilities connected is a serious lease violation and grounds for lease termination.**

7. General Conditions for Use and Occupancy of the Dwelling Unit

- a. The dwelling unit shall be the sole domicile 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 tenant members named in Part I of this lease.
- c. The dwelling unit must be used only as a private residence, solely for the Tenant and the tenant family and household members named on the Lease, although PHA/OWNER 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 during the term of the lease, Tenant, 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 the PHA/OWNER has complied with all applicable statutes, laws and regulations that would enable Tenant to comply with the lease, PHA/OWNER will assist the Tenant, or a designated member of the Tenant's family, to find 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, the PHA/OWNER will work with appropriate agencies to secure suitable housing and will terminate this lease in accordance with Section 17 of the lease.
 - e. The Tenant must register guests who will stay in the unit more than 3 nights. The Tenant shall have the right to accommodate overnight guests or visitors for a period not exceeding 14 calendar days per guest in any twelve-month period. If the Tenant wishes the guest to remain longer than 14 calendar days in any twelve-month period, the Tenant must submit a written request to the PHA/OWNER asking for permission to extend the time period.
 - f. PHA/OWNER will not use guest registration information to run criminal history checks on adult guests unless PHA/OWNER has reason to believe the guest is actually living at the property or the guest is causing trouble on the property as evinced by complaints from other tenants or law enforcement personnel.
 - g. **Failure to register guests after 3 nights or to obtain PHA/OWNER permission for visits longer than 14 days in a calendar year is a serious lease violation and grounds for lease termination.**

8. Housing Transfers

The Tenant can be relocated to another unit in the same or another development under PHA/OWNER's transfer policy so long as all properties are owned by the same entity. If there are multiple ownership entities, a Tenant can only be transferred within a property and not to properties owned by other entities. A Tenant can only move to a property owned by a different entity by applying and being accepted from the waiting list. Transfers are divided into 5 categories:

- a. Emergency transfers are mandatory transfers that are implemented when unit or building conditions pose an immediate threat to Tenant life, health, or safety (examples: fire, flood, lack of heat) or administrative transfers to resolve problems of a life-threatening nature that are not related to building or unit as determined either by PHA/OWNER or in a legal proceeding. The Tenant shall receive prior written notice, to the extent practicable. However, PHA/OWNER will not provide prior written notice in situations where PHA/OWNER has little or no warning of the condition or situation that results in an emergency.
- b. Administrative transfers are mandatory transfers initiated by PHA/OWNER. These include:
 - Priority 1: Mandatory administrative transfers to permit PHA/OWNER to renovate, modernize, revitalize, demolish or dispose of a project-based voucher property;
 - Priority 2: Voluntary administrative transfers to move tenants with disabilities to accessible units or units with features that accommodate their disabilities better than those in their current units, or mandatory transfers of Tenants without disabilities out of a unit with accessible features to permit a Tenant with disabilities to occupy the unit. **24 CFR § 8.27(1)**
 - Priority 3: Mandatory transfers to move families out of units that are too large or too small for the families. Families in units that are too large shall be transferred before families in units that are too small
 - Priority 4: Convenience Transfers are voluntary transfers of tenants from one unit to another within the property. It is not possible to transfer tenants to another property. If they wish to live at a different property they must apply when the waiting list is open.

- c. Prior to a transfer to another unit, Tenants shall receive a minimum of 30 days' written notice. Exceptions to the 30 day notice standard may be made when the transfer is in response to problems of a life threatening nature; e.g. unit has physical conditions that represent a threat to occupants, threat of attack by criminal elements; documented domestic violence; and witness protection orders.
- d. Under the Emergency and Administrative Transfers Priority 1 and Priority 3, transfers are not optional; Tenants are required to transfer to another unit.
- e. Costs for Administrative transfers to move a Tenant with a disability to a more suitable unit, or a Tenant without a disability out of an accessible unit, or to permit modernization, rehabilitation, demolition, disposition or revitalization shall be paid by the PHA/OWNER. The PHA/OWNER shall also pay the costs of emergency transfers for unit conditions beyond the control of the Tenant.
- f. Tenant must pay for transfers for over-housed or over-crowded families and convenience transfers.
- g. Involuntary transfers are subject to the Informal Hearing Procedure and no transfers may be made until the time to request a hearing has expired or the procedure has been completed.
- h. Victims of verified domestic violence, dating violence, sexual assault or stalking are eligible for emergency transfer according to the PHA/OWNER's Violence Against Women Act Policy emergency transfer plan. The PHA/OWNER will pay the cost of such emergency transfers.
- i. Failure by the Tenant to comply with a mandatory transfer is grounds for termination of this Lease.**

9. PHA/OWNER/ Obligations

PHA/OWNER is Obligated:

- a. To refrain from discrimination based upon race, color, religion, sex, national origin, age, disability, familial status, sexual preference and gender identity.
- b. To maintain the dwelling unit, common areas and grounds not otherwise assigned to Tenant for maintenance in a decent, safe, and sanitary condition.
- c. To comply with the requirements of applicable City building codes, housing codes, and HUD regulations materially affecting health and safety.
- d. To make necessary repairs to the dwelling unit to ensure that it meets the Housing Quality Standards.
- e. To maintain in good condition and safe working order electrical, plumbing, sanitary, heating, ventilating and other facilities and appliances (stove and refrigerator), supplied or required to be supplied by PHA/OWNER.
- f. To provide and maintain receptacles and facilities (except containers for the exclusive use of a Tenant) for the deposit of garbage, rubbish and other waste from the dwelling unit.
- g. To give the Tenant an opportunity for a hearing under the PHA/OWNER Informal Hearing Procedures.
- h. To post in the PHA/OWNER management offices copies of all rules, regulations, and other documents that are part of this agreement and to make these available to Tenant.
- i. To inspect the Premises with the Tenant or his/her representative before Tenant move-in and to give the Tenant a written statement of the condition of the Premises and inspect periodically thereafter; and to inspect the Premises when the Tenant moves out and give the Tenant a written statement of charges, if any, for repairs beyond normal wear and tear. Tenant may join in any inspection of the Premises to the extent practical.
- j. Accommodations for Tenants with Disabilities. Upon request by a Tenant with disabilities, or the head of the household on behalf of a family member with disabilities, PHA/OWNER will provide reasonable accommodations. PHA/OWNER 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. PHA/OWNER 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.
- k. To provide adequate explanation of the Lease provisions either before move-in or at the time of move-in. To enforce the terms of this Lease fairly, impartially, and in good faith.

10. Tenant's Obligations

Tenants, family members, guests and other persons under 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 permit adult guests to stay in the unit more than 3 nights without registering the guest with PHA/OWNER; Not to give accommodation to long-term guests (more than 14 overnights in a 12 month period) without the express written consent of PHA/OWNER; Not to permit the use of the unit as a mailing address for persons other than those listed on Part 1 of this lease; To notify the PHA/OWNER of any additions to the household by birth, adoption or Court-awarded custody; To refrain from permitting other persons to join the household without first undergoing screening by the PHA/OWNER.
- b. To maintain the dwelling unit in a manner that complies with all obligations imposed upon the Tenant by the building, housing, fire and health codes materially affecting health and safety, and to allow PHA/OWNER to make necessary inspections of the Tenant's dwelling unit; To maintain premises assigned to the Tenant in a clean and safe condition that does not contribute to vermin infestation or other health or safety hazards; To refrain from and to cause authorized tenant 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.
- c. To keep such areas outside the dwelling unit that may be assigned to the Tenant for the Tenant's exclusive use in a clean, attractive and safe condition; not to store non-powered vehicles, toys, and outdoor furniture in locations that will interfere with yard maintenance by PHA/OWNER. To maintain the yards assigned to him/her in a neat and orderly manner. To pick up and remove trash assigned to his/her unit. Upon written approval by PHA/OWNER, as a reasonable accommodation, Tenants with disabilities shall be exempt from this obligation.
- d. Not to obstruct common sidewalks, area ways, galleries, passages or stairs and not to use these areas for purposes other than coming into and going out of the dwelling unit.
- e. Not to litter the grounds of the property and to cause Tenant's household members, guests and other persons under Tenant's control to refrain from littering.
- f. Not to disconnect, disable or remove the batteries from any smoke detector and to replace the batteries when needed.
- g. To notify PHA/OWNER promptly upon observing vermin or when repairs are needed to the premises.
- h. To use in a reasonable manner all electrical, plumbing, sanitary, heating, ventilating, air conditioning and other appurtenances.
- i. 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.
- j. To dispose of all garbage, rubbish and other waste from the dwelling unit in a sanitary and safe manner.
- k. To make no alterations or 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 picture hangers), nor to install additional equipment or major appliances, including air conditioners, without written consent of PHA/OWNER. Alterations or additions that cannot be removed without permanent damage to the dwelling unit shall become the property of PHA/OWNER without compensation.
- l. To make no changes to locks or install new locks or anti-theft devices without PHA/OWNER's written approval.
- m. To refrain from parking any vehicles in any right-of-way or fire lane or other PHA/OWNER property not designated for parking purposes. Tenant must register all owned vehicles with the manager and display the PHA/OWNER parking decal. Not to bring any vehicle onto PHA/OWNER property unless Tenant has registered with manager, 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 PHA/OWNER property at the Tenant's expense. Automobile repairs are not permitted on PHA/OWNER property (other than simple things like changing the battery or fixing a flat tire). The parking spaces at each unit are expressly for named tenants on the lease, not for family members or visitors.

- n. To refrain from having a waterbed on the premises.
- o. To abide by the necessary and reasonable regulations and house rules established by the PHA/OWNER, 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. **Violations of house rules constitutes a violation of the lease and may result in lease termination.**
- p. 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.
- q. To act and cause authorized tenant 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 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, PHA/OWNER employees, or persons residing in the immediate vicinity of the premises.
- r. To refrain from and cause Tenant, family/household members, guests and other persons under Tenant's control to refrain from any drug-related or violent criminal activity or other activity that threatens others, including but not limited to:
 - 1) Engaging in any violent criminal activity or other activity that threatens the life, health, property, or peaceful enjoyment of the premises or by other Tenants, PHA/OWNER employees, or persons residing in the immediate vicinity of the premises;
 - 2) Engaging in drug-related criminal activity on or off PHA/OWNER 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;
 - 3) If Tenant, family or 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.**
 - 4) If Tenant, family or 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.**
 - 5) Making threats of bodily harm against any other Tenant, their family members, any employee or contractor of PHA/OWNER is a violent crime and makes Tenant subject to lease termination.
 - 6) Unless required by lawful employment, displaying anywhere on PHA/OWNER property any legal firearms (operable or inoperable) or other weapons. Tenants who own legal firearms in compliance with State and local laws may store them in PHA/OWNER units so long as firearms are properly registered under Alabama law and are stored either in a locked cabinet or use locking trigger guards to prevent accidental injury to a child.
 - 7) Displaying any weapon with a verbal or non-verbal threat to shoot, fire, explode, throw or otherwise discharge the weapon, to actually shoot, fire, explode, throw, or otherwise discharge a deadly weapon, or to inflict any injury on another person or to damage any property through the intentional, reckless, careless or negligent use of a weapon. For purposes of this lease, a "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 law. This also prohibits the use of any BB gun or pellet guns on PHA/OWNER property;
 - 8) Owning or possessing illegal weapons on PHA/OWNER property;
 - 9) Causing any fire on PHA/OWNER premises, either intentionally or through negligence or careless disregard.

- s. To keep dogs, cats, or other common household animals on the premises, only in accordance with PHA/ OWNER's Pet Policy. The Pet Policy requires PHA/OWNER'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 (service and companion animals) are exempt from all provisions of the Pet Policy except those related to pet health and hygiene.

Violations of the Pet Policy may result in lease termination action. Assistive animals verified to be needed by persons with disabilities are not considered pets.

- t. To transfer to another unit when required under the Emergency and/or Administrative Transfer procedures.
- u. Not to bring used mattresses or furniture (other than their own possessions) into the unit because these may cause bedbug infestation. If such infestation occurs, PHA/OWNER will pay for extermination one time and Tenant agrees to cooperate fully with the exterminator's instructions. A second infestation, whether reported or not, is a lease violation and grounds for lease termination.
- v. The tenant agrees to only use authorized grills and to use and store grills in areas authorized by PHA/OWNER. In no circumstances shall the grills be used under a porch/covering or within 10 feet of any overhang or housing authority building.
- w. The use of any swimming pools on the premises is prohibited.
- x. Playground equipment, including swings, slides, trampolines, basketball goals, etc., that is not HA approved and/or provided is prohibited.
- y. Tenant or family member agrees that any person who is under a "no trespassing" notice of trespassing will not be allowed in or near the dwelling unit with the consent of the head of household or a family member. It will be a serious violation of this lease to allow any such person on or near the dwelling unit after notice to tenant of the person's name and nature of trespass notice.

z. Failure by the Tenant to comply with these Tenant Obligations is grounds for termination of this Lease.

11. 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 PHA/OWNER. When the addition of a child or children overcrowds the unit in which the Tenant is residing, the Tenant will be placed on the transfer waiting list for a move to an appropriately larger unit.
- b. All other additions to the household, including but not limited to children added through kinship care, foster children, other adults, persons added by marriage, foster adults, and Live-in Aides require the prior written approval of PHA/OWNER. For new family members age 15 and older, including Live-in Aides, such approval will be granted only if the new family member meets PHA/OWNER'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 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. A person already living in the unit cannot become a Live-in Aide, since they would not meet the regulatory definition of "not living in the unit except to provide the required supportive services".
- d. PHA/OWNER 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 PHA/OWNER or the tenant. If PHA/OWNER makes no decision within the time period, or 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 PHA/OWNER in writing, within 10 days of the occurrence.
- f. Remaining family members: If the head of household dies or leaves the unit for any reason, 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 19 years of age or older or an emancipated minor. Eviction proceedings can be commenced if
 - 1) the remaining household members fail to inform PHA/OWNER within 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, or
 - 3) after the remaining family member's approval to assume the lease obligations, he/she fails to sign a new Lease within 30 days and/or
 - 4) the only adults or emancipated minors remaining in the unit have committed rent default or criminal activity violations.
 - 5) the family fails to notify the PHA/OWNER of any additions to the household by birth, adoption or Court-awarded custody and to refrain from permitting other persons to join the household without first undergoing screening by the PHA/OWNER.
- g. PHA/OWNER may permit an adult not on the Lease to join the household as a new head of household to care for minor children left alone in the unit. In giving approval for such an arrangement, PHA/OWNER 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 PHA/OWNER's applicant screening criteria. A new head of the household added to the Lease under the above paragraph(s) f. and g. will be charged for any arrearages incurred by the former head of household. PHA/OWNER reserves the right to establish a payment plan with the new head of household, especially when an eviction for arrearages would result in the separation of the family.
- h. If this Lease is an extension of occupancy by the Tenant's household under a prior Lease or Leases with PHA/OWNER, any amounts due under the prior Lease or Leases may be charged and collected as if the same had occurred under this Lease.

12. Entry of Premises During Tenancy

- a. Upon applicable and/or reasonable notice, any employee, or contractor of PHA/OWNER will be permitted to enter the dwelling unit during reasonable hours (7:30 a.m. to 5:30 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 calls to request maintenance on the dwelling unit, PHA/OWNER shall acknowledge receipt of the request within 24 hours. A Tenant request for maintenance constitutes permission for PHA/OWNER to enter the unit and perform the maintenance. If the Tenant is not at home when PHA/OWNER performs requested maintenance, PHA/OWNER shall leave a copy of completed work order in the unit.
- c. For reasons other than requested maintenance, PHA/OWNER shall give all Tenants a minimum 48 hours' written notice that PHA/OWNER 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. PHA/OWNER may enter the Tenant's dwelling unit at any time without advance notification 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. Legitimate emergency conditions will not be used as a pretext for unit inspections.
- e. If the Tenant and all adult members of the household are absent from the dwelling unit at the time of entry, PHA/OWNER shall leave a written statement in the dwelling unit specifying the date, time and purpose of entry prior to leaving the dwelling unit.

13. 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. PHA/OWNER Responsibilities and Services: PHA/OWNER shall be responsible for repair of the unit within a reasonable period after receiving notice from the Tenant. If the damage was caused by the Tenant, family members, tenant's pet(s), guests, or other person under the Tenant's control, the reasonable cost of the repairs shall be charged to the Tenant. The reasonable period to abate and repair an emergency is defined to be 24 hours.
- b. If necessary, repairs cannot be made within a reasonable time, PHA/OWNER shall offer the Tenant decent, safe and sanitary alternative accommodations.
- c. 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.
- d. Tenant Responsibilities: Tenant shall immediately notify the PHA/OWNER of the damage when the damage is hazardous to life, health or safety of the occupants.
- e. The Tenant agrees to continue to pay full rent during the time the defect remains uncorrected.
- h. PHA/OWNER 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 PHA/OWNER, the PHA/OWNER's representatives or agents.
- i. All accidents involving injury or loss of property to the Tenant authorized members, tenant's pet(s) or guests must be reported, verbally or in writing, to the PHA/OWNER Management Office, within 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 PHA/OWNER with respect to said damages or injury.

14. Inspections

- a. Move in Inspections: PHA/OWNER and the Tenant or his/her representative shall inspect the dwelling unit before occupancy. PHA/OWNER may photograph the unit at the move-in inspection or at any subsequent inspection. PHA/OWNER shall give the Tenant a written statement of the condition of the dwelling unit, inside and outside, and note any equipment provided with the dwelling unit. The statement shall be signed by PHA/OWNER 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 PHA/OWNER 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.
- b. Annual Inspections. At least one annual inspection will be conducted for all Tenants. Tenants will be notified at least 48 hours in advance of the annual inspection. At least one inspection shall be conducted of all occupied units, structures and systems using the Housing Quality Standards (HQS).
- c. Besides the HQS inspection, PHA/OWNER shall conduct at least one housekeeping inspection each year to check the condition of the dwelling unit, the equipment within, and any areas assigned to the Tenant for upkeep. PHA/OWNER will provide the Tenant with a written statement regarding dwelling unit conditions. Further, PHA/OWNER shall request work orders for all items found to be in disrepair.
- d. PHA/OWNER will use the annual housekeeping inspection to assess the Tenant's care of the dwelling unit, equipment and housekeeping practices in accordance with this Lease. When housekeeping fails to meet PHA/OWNER standards, PHA/OWNER will notify the Tenant in writing of the housekeeping problems and identify the measures and time period to abate unsatisfactory conditions.
- e. Interim Inspections: PHA/OWNER will conduct interim inspections to follow up to any housekeeping problems found during the annual 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: PHA/OWNER 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 representative may join in such inspection, unless the Tenant vacates without notice to PHA/OWNER.

- g. All Inspections will be conducted to evaluate unit conditions, establish preventive maintenance programs, prepare unit rehabilitation specifications, or take other actions to improve the maintenance of units.
- h. PHA/OWNER reserves the right to inspect the grounds of the property with drug -smelling dogs. In this case all tenants will receive 48 hour notice of the inspection.
- i. **Failure to permit inspection of the dwelling unit when provided with proper notice by PHA/OWNER is a serious lease violation and grounds for lease termination.**

15. Notice Procedures

- a. Tenant Responsibility - Any notice to PHA/OWNER must be in writing, delivered to the PHA/OWNER Management Office personally or sent prepaid first-class mail, properly addressed.
- b. PHA/OWNER 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.
- c. Notices for lease termination or non-renewal must be personally served upon the Tenant or upon any adult member of the household residing in the dwelling unit or sent by first class mail. If no one is in actual possession of the premises, the notice of termination may be posted on the premises. An adult is a person 18 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.

16. Termination Notification.

HUD is incorporating additional termination notification requirements to comply with section 6 of the Act for public housing projects that convert assistance under RAD [ADD IF APPLICABLE: and to non-RAD PBV units located at the Covered Project]. In addition to the regulations at 24 CFR § 983.257, related to Project Owner termination of tenancy and eviction (which MTW agencies may not alter), the termination procedure for RAD conversions to PBV will require that PHAs provide adequate written notice of termination of the lease which shall be:

- a. A reasonable period of time, but not to exceed 30 days:
 - 1) If the health or safety of other tenants, Project Owner employees, or persons residing in the immediate vicinity of the premises is threatened; or
 - 2) In the event of any drug-related or violent criminal activity or any felony conviction;
- b. Not less than 14 days in the case of nonpayment of rent; and
- c. Not less than 30 days in any other case, except that if a State or local law provides for a shorter period of time, such shorter period shall apply.

17. Termination of the Lease

For termination of the Lease, the following procedures shall be followed by PHA/OWNER and the Tenant:

- a. The Tenant may terminate this Lease at any time by giving 30 days' written notice. Failure to give the said notice to management may result in additional rent being charged to the Tenant. The Tenant is responsible for the final month's rent until the vacate date. 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 PHA/OWNER before leaving. The security deposit may not be used for the rent or other charges. If Tenant fails to give a 30 day notice, PHA/OWNER may

- charge the Tenant 14 days' rent from the date PHA/OWNER learns the unit is vacant.
- b. The Tenant may cancel this Lease and vacate the Premises without liability for further rent by showing a court order protecting the Tenant against family violence from an occupant of the Premises. PHA/OWNER is prohibited from collecting rent or enforcing this Lease if the Tenant's grounds for canceling this Lease and vacating the premises are instances of domestic violence, dating violence, sexual assault, or stalking, as those terms are defined in Section 3 of the United States Housing Act of 1937 as amended by the Violence Against Women Act VAWA 42 U.S.C. 13925
 - c. The Tenant may cancel this Lease and vacate the Premises without liability for further rent if the Tenant joins the military after signing this Lease or is in the military and receives orders for a permanent change of station or to deploy for more than 90 days.
 - d. This Lease may be terminated by PHA/OWNER 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 make payments due under the Lease or failure to make utility payments when the utility connection is in the Tenant's name and/or failure to fulfill Tenant obligations set forth above.
 - e. The Lease will also be terminated if :
 - 1) The Tenant allows an individual to reside in the unit who has not satisfied the screening requirements established by PHA/OWNER.
 - 2) The Tenant fails to provide complete and accurate information about income, deductions from income, family composition or family circumstances when requested to do so by PHA/OWNER.
 - 3) The Tenant falsifies documents regarding any family member's use of an illegal controlled substance or abuse of alcohol.
 - 4) The Tenant is fleeing to avoid prosecution or 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.
 - 5) There is violent criminal activity engaged in by the Tenant, any member of the household, a guest, or another person under the Tenant's control that threatens the health, safety or right of peaceful enjoyment of the premises by other Tenants, PHA/OWNER employees, or persons residing in the immediate vicinity of the premises; or
 - 6) 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. The PHA/OWNER will not be required to prove that the Tenant knew, or should have known, that the member of the household, guest, or another person under the Tenant's control was engaged in the prohibited activity. However, the Tenant may raise as a defense that the Tenant did not know, nor should have known, of said criminal activity. Such a defense must be proven by the Tenant by the preponderance of the evidence.
 - f. In deciding to evict for criminal activity, PHA/OWNER shall 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 prescribed activity. In appropriate cases, PHA/OWNER 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. PHA/OWNER 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. The PHA/OWNER will not evict Tenant for criminal activity when the Tenant is verified to be the victim of domestic violence, dating violence, sexual assault or stalking unless the criminal activity in which Tenant is participating is unrelated to the domestic violence, dating violence, sexual assault 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 PHA/OWNER 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. PHA/OWNER 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) 7 days in the case of failure to pay rent;
 - 2) Three days when the health or safety of other Tenants, PHA/OWNER employees, or persons residing in the vicinity of the premises is threatened, or for any drug -related activity;
 - 3) 14 days in any other case.
 - i. The Notice of Lease termination shall state specific reasons for the termination, shall inform Tenant of his/her right to make such reply as he/she may wish, and of Tenant's right to examine
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PHA/OWNER documents directly relevant to the termination. In addition, when the PHA/OWNER is required to offer the Tenant an opportunity for an informal hearing, the notice shall inform the Tenant of the right to request such a hearing in accordance with the PHA/OWNER Informal Hearing Procedure. Notice to Vacate may be combined with a run concurrently with the Notice of Lease Termination.

- j. When PHA/OWNER is required to offer the Tenant the opportunity for an informal hearing, and the Tenant has made a timely request for a hearing, the tenancy shall not terminate, even if the notice of Lease termination has expired, until the informal hearing process has been completed.
- k. The Tenant or PHA/OWNER may give notice of termination on any day of the month.
- l. PHA/OWNER may evict the Tenant from the dwelling unit only by bringing a court action.
- m. If PHA/OWNER 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.
- n. This lease shall terminate upon abandonment of the premises by Tenant.

18. Informal Hearing Procedure and Requirements

- a. Disputes arising under this Lease shall be resolved pursuant to the PHA/OWNER's Grievance Procedure, and any amendments thereto that are in effect at the time such disputes arise, incorporated herein by reference.
- b. The PHA/OWNER shall appoint a hearing officer who shall be an impartial, disinterested person. The impartial person will not be:
 - 1) the person who made the decision about which the resident is complaining
 - 2) a subordinate of the person who made or approved the decision about which the resident is complaining
 - 3) a relative or close friend of the complainant
- c. In the case of a proposed negative action including a proposed Lease termination, PHA/OWNER shall not take the proposed action until the time for the Tenant to request an informal hearing has expired or, where applicable, the grievance process has been completed.

19. Lease Modifications and Riders

Any modification of this Lease must be by a written rider to the Lease executed by PHA/OWNER and the Tenant, the only exception being for modifications of rent pursuant to Section 2 of this Lease.


20. Non-waiver of Rights

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

21. Non-Liability

Tenant acknowledges that any security measures provided by the PHA/OWNER will not be treated by Tenant as a guarantee against crime or a reduction in the risk of crime. The PHA/OWNER 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. The PHA/OWNER will not be liable to Tenant, any family/household member or guest for personal injury or 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, Tenant's family/household members is requested by a third party for law enforcement purposes, Tenant authorizes PHA/OWNER to provide the information.

22. Abandonment

- a. The Tenant shall be deemed to have abandoned the dwelling unit when the Tenant has moved out. When PHA/OWNER questions whether the unit has been abandoned, PHA/OWNER will secure the apartment against vandalism and post a notice of planned entry on the door  after 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, PHA/OWNER will conclude the unit has been abandoned.

- b. Two (2) days after the Tenant has abandoned the dwelling unit, PHA/OWNER will remove and store any personal property remaining in the dwelling unit for 10 days, after which PHA/OWNER will dispose of the property.

23. Smoke-Free Housing Policy

As of July 1, 2018, the housing authority is a smoke free and tobacco free campus. All tenants, tenant's families, tenant's guests, visitors, contractors, service personnel, employees, and members of the public in and/or on Housing Authority property will be prohibited from smoking or using any

form of tobacco products inside the buildings, common area, including all housing apartments and grounds starting on that date. This includes both tobacco smoked in any form and nicotine vapors (vaping). Failure to comply with the PHA/OWNER's Smoke-Free Housing Policy will result in lease termination and eviction.

24. Grievance Process

Pursuant to requirements in the RAD Statute, HUD is establishing additional procedural rights to comply with section 6 of the Act.

For the termination of assistance and several other PHA determinations, PBV program rules require the PHA to provide an opportunity for an informal hearing, as outlined in 24 CFR § 982.555. RAD will specify alternative requirements for 24 CFR § 982.555(b) in part, which outlines when informal hearings are not required, and require that:

- a. In addition to reasons that require an opportunity for an informal hearing given in 24 CFR § 982.555(a)(1)(i)-(vi),¹ an opportunity for an informal hearing must be given to residents for any dispute that a resident may have with respect to a Project Owner action in accordance with the individual's lease or the contract administrator in accordance with RAD PBV requirements that adversely affect the resident's rights, obligations, welfare, or status.
 - 1) For any hearing required under 24 CFR § 982.555(a)(1)(i)-(v), the contract administrator will perform the hearing, as is the current standard in the program. The hearing officer must be selected in accordance with 24 CFR § 982.555(e)(4)(i).
 - 2) For any additional hearings required under RAD, the Project Owner will perform the hearing.
- b. This is no right to an informal hearing for class grievances or to disputes between residents not involving the Project Owner or contract administrator.
- c. The Project Owner give residents notice of their ability to request an informal hearing as outlined in 24 CFR § 982.555(c)(1) for informal hearings that will address circumstances that fall outside of the scope of 24 CFR § 982.555(a)(1)(i)-(vi).
- d. The Project Owner provides opportunity for an informal hearing before an eviction.

ERIE COUNTY RENTALS, INC.

House Rules

Tenant agrees to observe the following House Rules and acknowledges that failure to do so may result in eviction.

1. Housekeeping - Tenant must meet the Erie County Rentals, Inc. (PHA/OWNER) Housekeeping requirements listed below to avoid eviction.

Housekeeping Standards

Inside the Unit:

General:

1. Walls: shall be clean, free of dirt, grease, holes, cobwebs, and dirty fingerprints.
2. Floors: shall be clean, clear, dry and free of hazards.
3. Ceilings: shall be clean and free of cobwebs.
4. Windows: shall be clean, with locks intact and not nailed shut. Shades or blinds shall be intact.
5. Woodwork: shall be clean, free of dirt, dust, gouges, or scratches.
6. Doors: shall be clean, free of grease and fingerprints. Doorstops shall be present. Locks shall work.
7. Trash: shall be securely bagged, disposed of properly and not left in the unit.
8. Entire unit shall be free of rodent or insect infestation.
9. Entire unit shall be free of storage of used bags, boxes, or other hoarded items.

Kitchen:

1. Stove: shall be clean and free of spilled food and grease.
2. Refrigerator: shall be clean. Freezer door shall close properly and freezer have no more than one half inch of ice.
3. Cabinets: shall be clean and neat. Cabinet surfaces and countertop shall be free of grease and spilled food. Cabinets shall not be overloaded. Storage under the sink shall be limited to small or lightweight items to permit access for repairs, so heavy pots and pans shall not be stored under the sink.
4. Range hood: shall be free of grease and dust. Filter and light covers shall be clean and free of grease.
5. Sink: shall be clean, free of grease and garbage. Dirty dishes shall be washed and put away.
6. Food storage areas: shall be neat and clean without spilled food.
7. Trash/garbage: shall be stored in a covered container until removed to the disposal area.

Bathroom:

1. Toilet and tank: shall be clean and odor free.
2. Tub and shower: shall be clean and free of mildew and mold. Caulking shall be intact. Where applicable, shower curtains shall be in place, and of adequate length.
3. Sink, wash basin: shall be clean
4. Exhaust fans: shall be free of dust.
5. Floor shall be clean and dry.

Storage Areas:

1. Linen closet: shall be neat and clean.
2. Other closets: shall be neat and clean. No highly flammable materials shall be stored in the unit.
3. Other storage areas: shall be clean, neat and free of hazards.

Outside the Apartment

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

1. Yards: Shall be free of debris, trash, toys, non-powered vehicles and abandoned cars. Exterior walls shall be clean and free of graffiti.
 2. Porches, stoops, (front and rear): shall be clean and free of hazards. Any items stored on the porch shall not impede access to the unit. Two outdoor chairs and one outdoor table may be placed on the porch, or stoop
 3. Steps (front and rear): shall be clean, and free of hazards.
 4. Sidewalks: shall be clean and free of hazards.
 5. Screen doors: if provided, shall be clean, with screens intact.
 6. Parking lot: shall be free of abandoned cars. There shall be no car repairs in the lots that cannot be completed in one day (e.g. changing a flat tire, switching a battery).
 7. No vehicles with hazardous leaks (including, gas, oil, brake fluid and transmission fluid) may not be parked on PHA/OWNER property
 8. Hallways: shall be clean and free of hazards.
 9. Stairwells: shall be clean and uncluttered.
 10. Laundry areas: shall be clean and neat. Remove lint from dryers after use.
 11. Utility room: shall be free of debris, motor vehicle parts, and flammable materials.
 12. Exterior storage units are forbidden on PHA/OWNER property.
3. Loitering - Loitering is strictly prohibited. Neither tenants nor their guests are permitted to engage in any activities that limit, restrict, impair, obstruct or impede access to parking lots and public walkways.
 4. Judgments - In the event the PHA/OWNER Management Staff obtains a judgment against the Head-of Household for non-payment of rent, the PHA/OWNER Management Staff will immediately pursue possession of the premises.
 5. Violence - Tenant, or any member of the Tenant's household, or a guest or other person under the Tenant's control shall not engage in acts of violence or threats of violence, including, but not limited to, the unlawful discharge of firearms on or near the development premises.
 6. Cold Weather - To avoid cold weather problems, the Tenant should never set heat below 55 during winter months. When an apartment is allowed to get too cold, water supply lines can freeze and break, which could result in damage to the Tenant's apartment or the Tenant's neighbor's apartment. When the temperature is expected to fall below freezing, all Tenants are required to open cabinets where water pipes are located, open the lid to all toilets and drip all water faucets to avoid pipe freezing. Tenant may be liable for damages resulting from frozen pipes.
 7. Tenant Charges - It is the responsibility of all Tenants to report any damages or necessary repairs to PHA/OWNER Management; failure to do so may result in eviction.

Some examples of charges Tenants could possibly incur due to negligence or damage to PHA/OWNER property include:

- a) Any repair made to an apartment due to negligence on the part of a Tenant, such as a broken window, or clogged commode;
 - b) Damage to the water sprinkler system or landscaping caused by the Tenant, Family member, or guest; or
 - c) Tub, sink, or toilet overflows due to abuse or negligence on the part of the Tenant causing water damage to his/her apartment or to any other apartment. Charges for parts and labor will be billed to the Tenant.
8. Emergency Maintenance - If an emergency arises after hours the Tenant must call the Emergency Number provided by the PHA/OWNER. The call
 - a) will be answered and maintenance personnel will be dispatched
 - b) within a reasonable time depending on the nature of the emergency.

Note that when the emergency condition was caused by Tenant damage or negligence, Tenant will be charged for the emergency maintenance provided, including overtime rates if applicable.

9. Listed below are examples of items that are considered to be emergencies.
 - a) Fire damage;
 - b) apartment doors that will not lock or unlock;
 - c) flooding due to plumbing back-ups or roof, window or door leaks,
 - d) electrical problems;
 - e) sewer back-up;
 - f) broken windows;
 - g) Tenant lockout;
 - h) No heat when the inside temperature falls below 60 degrees Fahrenheit from November 16th through March 15th;
 - i) if door and window screens are not provided, no air conditioning or air conditioning that is not capable of maintaining a maximum inside temperature that is 20 degrees lower than the outside temperature or 85 degrees Fahrenheit or whichever is warmer from April 1 through November 1;
 - j) damage due to unlawful intrusion.
- a. Plumbing - Tenants are responsible for the repair costs of plumbing stoppage caused by disposal of anything other than normal sewage, which is human waste. The system is not designed to handle anything other than normal sewage.
11. Air Conditioning - The Tenant must not block the return air grill where the filter is located. Maintenance personnel are required to replace filters on a regular basis and must be granted access to the unit for this purpose. The grill where the filter is located must be accessible at all times.
12. Smoke Detectors - The Tenant must not disable the smoke detector by removing the batteries or dismantling or damaging the smoke detector. The smoke detector must be operational at all times. The Tenant will be charged a fee for replacing removed batteries for damaged smoke detectors.
13. Key and Locks - The Tenant will be issued two apartment keys and one mailbox key, at the time of occupancy. Alterations/replacement of locks or installation of deadbolt locks, knockers, or other attachments on interior or exterior doors is prohibited. The Tenant shall not install any locks themselves. Keys are not loaned to Tenants. If the Tenant loses his/her key, a duplicate key will be provided for a fee. If any Tenant is locked out, Management will allow access only to the Head-of-Household or his/her spouse, as identified on the lease for a fee. All such persons will be required to provide picture identification to verify that the person seeking access is a member of the household.
14. Alteration/Decorating - The Tenant shall not make modifications to apartment walls, shelves, or closets without prior approval of the Manager. Windows with curtains or window treatments must show white backing to the outside. The following items are not allowed on windows: aluminum foil, sheets, blankets, or window tinting.
15. Maintenance Inspections - Regularly scheduled Preventive Maintenance inspections are conducted regularly. The Tenant will be notified of the approximate scheduled date, a minimum of 48 hours in advance. Maintenance personnel must have access to the Tenant's unit to conduct the scheduled maintenance inspections.
16. Telephone Wiring - Tenants may use only the telephone outlets already installed in the apartment. Any additional wiring must be approved by PHA/OWNER prior to installation and all costs associated with additional wiring will be paid by the Tenant.
17. Insurance - PHA/OWNER Management strongly recommends that the Tenant obtain renter's insurance. The Tenant is responsible for damages or loss of personal property from such events as theft, vandalism, fire and water damage.

18. Common Areas - The definition of a common area is an area located outside of the Tenant's apartment, including but not limited to parking lots, stairwells, breezeways and courtyard areas. These areas must be kept clear at all times of trash and other obstructions.
- a) All items left unattended in the common areas may be removed and disposed of by Housing Authority or designated personnel without notification to Tenant.
 - b) Common areas are for the use and enjoyment of all Tenants. Any Tenant, occupant and/or guest conducting themselves in any unreasonable and/or offensive manner shall be subject to being removed from the common areas.
 - c) Tenants will be liable if they or their guest(s) cause any damage to any part of the community.
 - d) Moving vans, trucks, or vehicles of any kind are not permitted on the lawn or sidewalk at any time.
 - e) The consumption of alcoholic beverages in common areas of the property is strictly prohibited.
 - f) Open containers of alcoholic beverages are strictly prohibited in all common areas.
 - g) Loud noise levels from automobile stereos and/or jam boxes will not be tolerated.
 - h) All activities in the common areas by any person 12 years of age or under, must always be supervised by a parent or legal guardian.
19. Entrances and Hallway - In compliance with the fire code, all sidewalks, entrances, are always to be kept free from obstruction. Any items left unattended may be removed and disposed of by PHA/OWNER Management or designated personnel without notice.
20. Patios and Balconies
- a) Keep any sliding door and windows closed and locked during your absence to protect against damage from rain.
 - b) Keep patios and balconies free of old furniture, clothing, toys and trash.
 - c) Clotheslines are not permitted unless installed by PHA/OWNER.
 - d) Do not leave trash at your door.
 - e) No radio or television aerials or wires shall be erected on any part of the premises without prior written permission from PHA/OWNER.
 - f) Only outdoor furniture in good condition is permitted on patios and balconies.
 - g) Bird feeders are not allowed on patios, balconies or terraces.
 - h) Flower boxes must hang on the inside of balcony rails only.
 - i) The use or storage of barbecue grills on the front porches or covered balconies is strictly prohibited.
21. Trash - The Tenant is to keep the premises clean by not throwing trash on the property. Trash receptacles are located on the property for your convenience. All trash must be wrapped or put in bags and placed in the designated trash receptacle. It is recommended that all garbage be discarded on a daily basis to help eliminate any insect problems.
22. Parking and Vehicles
- a) All parking is unassigned.
 - b) The Tenant is required to obtain parking stickers from the management office yearly.
 - c) Vehicles must be headed into the curb and parked within marked lines.
 - d) Cars without current license plates are subject to towing at owners' expense.
 - e) The use of parking lots for any purpose other than parking of automobiles, motorcycles, vans or pick-up trucks (such as storing, parking of boats, trailers, large trucks, commercial vehicle, buses, motor homes or repairing and/or washing of motor vehicles) is expressly prohibited and the vehicles are subject to towing at owners' expense.
 - f) Mini bikes, go-carts, or other non-licensed, self-propelled vehicles prohibited on PHA/OWNER property.
 - g) Fire codes prohibit the parking of motorcycles under breezeways, on sidewalks, patios or inside an apartment.