

Apartment Lease

Account No. _____
 Apartment Size: _____
 Project No. _____
 Monthly Rent: _____
 Sec. Deposit: _____
 Move-In Date: _____
 Email: _____

The housing authority (referred to herein as "Authority") leases to: _____
 _____ (referred to herein as "Resident") the apartment described herein under the rules in this lease, an understanding of which the Resident expresses as follows:

1. NAMES AND ADDRESS

A. My apartment address is _____
 and it is located in _____

B. The only people who will live in my apartment are:

Names of Household Members	Relationship to Resident	Date of Birth	Social Security Number
	HEAD		

Only these people can live in my apartment or use this as their mailing address.

2. AMOUNT AND DUE DATE OF RENTAL PAYMENTS AND OTHER CHARGES

A. Rent Charges

My rent for the rest of this month will be \$_____. I must pay this now. Then my rent will be \$_____ every month. I must pay this in full on the first day of each month. **If the due date falls on a Sunday or holiday, the rent will be due the next business day.** This will start on _____, 20____. This rent will remain in effect unless adjusted in accordance with Section 5 hereof, or in accordance with Rent Schedules, Requirements, or Regulations established by the Department of Housing and Urban Development.

B. Partial Payments

I understand that I must make all rental payments in full. **No partial payments will be accepted.**

C. Other Charges

I may be charged for maintenance and repair beyond normal wear and tear at the current rate. Consumption allowances for utilities are given on the attached Schedule of Utility Allowances (as may be amended by the Authority). Maintenance and repair charges will be assessed based upon actual cost to the Authority for labor and materials as posted at the Authority office. Other charges as identified in this section shall become due and payable on the date stated in any notice to me but no sooner than fourteen (14) days after delivery of the notice. Failure to pay these charges when due may subject me to court action for judgment.

D. Late Charges

In the event rent and other charges are not paid in full by the 5th day of the month, a late charge of 10% of the amount of the rent will be added to the account as part of my current bill. If the 5th falls on a holiday or weekend, late charges will be added for payments received after the close of the next working day. **If you are late four times within a 12-month period, this will be considered grounds for eviction.**

E. Lease Term

This lease shall begin on _____, 20___. The term shall be one year and shall renew automatically each year, unless terminated due to my or a member of my household's non-compliance with the Community Service Requirements of the Admission & Continued Occupancy Policy of the housing authority, or for any action listed under Section 14, Grounds for Termination.

F. Payments made on a tenant's account must be made either by check, debit/credit card, cashier's check or money order. LHA will accept NO CASH payments for rent, excess utilities and/or other charges.

G. Returned Checks

A check returned for non-sufficient funds shall be considered non-payment and in addition to the late charge, a twenty (\$20.00) dollar returned check fee will also be assessed. After two (2) returned checks, only a debit/credit card, cashier's check or money order will be accepted for payment.

H. Warrants

If the rent is not paid within fourteen (14) days after late charges are added, a civil action is undertaken by LHA for possession of the premises. The Resident shall be responsible for any payment established by

agreement of, approved by, or ordered by, the Court with jurisdiction. Repeat offenders within any twelve (12) month period may forfeit the right to enter into an agreement with LHA. Two (2) or more offenses within a twelve (12) month period shall require the lease to be terminated without the opportunity for any agreement.

I. Court Costs and Attorney Fees

If it becomes necessary for the LHA to employ an attorney and bring court proceedings against the Resident to collect any rent and other charges agreed to be paid, or to enforce the provision of this Lease, or to evict the Resident in favor of the LHA in such proceedings, the Resident may be obliged to pay all court costs and reasonable attorney's fees.

J. Collections and Judgements

Upon move out Resident may be subject to garnishment and or collections for unpaid debt and fees.

3. SECURITY DEPOSIT

- A. I agree to pay \$_____ as a security deposit to be used by the Authority at the termination of this lease toward the following:
 - 1) Unpaid rent;
 - 2) Repair of damages that exceed normal wear and tear as listed on the Move-Out Inspection Report; and
 - 3) Other charges due under the Lease.
- B. After I have notified the Authority that I have permanently moved out of the apartment, the Authority will return the security deposit less any charges in accordance with the section entitled "Lease Termination Notices" contained herein.
- C. The Authority shall provide me with a written list of any charges made against the security deposit. If I disagree with the amounts deducted, the Authority will meet with me to discuss the charges.
- D. the authority is required to deposit all of my security deposits in an account used only for that purpose, in any bank or other lending institution subject to regulation by the State of Tennessee or any agency of the United States Government.
- E. The authority will notify me at the time I sign the lease and submit the security deposit, of the location of the account in which my security deposit is held.

4. UTILITIES

- A.** Utilities will be furnished by the Authority as specified in the attached Schedule of Utility Allowances. I agree to accept changes in the schedule as may be adopted by the Authority. I agree to be responsible for payment of excess use of the utilities. Where I pay utilities, and the allowance for resident paid utilities is greater than my family's total resident payment, I may be reimbursed the difference, or the authority may elect to pay the utility reimbursement either to me or the utility supplier for the utility bills on behalf of my family. Where the authority pays the utility supplier on behalf of my family, the authority will notify me of the amount paid.
- B.** I agree to maintain heat to the apartment sufficient to prevent freezing of piped water. I also agree to keep up my payments on all utilities to my apartment so that service is not discontinued. If for any reason, I am unable to maintain sufficient heat, I will immediately notify the Authority. I will be charged for any damages resulting from my failure to maintain sufficient heat or to notify the Authority. I will take action to conserve water and energy including keeping outside lights off during the day and keeping my doors and windows closed anytime my heat or air conditioning is on. I will not permit anyone to use electricity, gas and/or water except for my family. I agree not to utilize water for recreational purposes. I also agree to immediately report all water leaks to the Authority office.
- C.** The following equipment will be furnished by the Authority without additional cost: range, refrigerator, and hot water heater. The Authority is not responsible, however, for damages to food or other personal property caused by the malfunction of a refrigerator or freezer or damage to personal property as a result of a leaking water heater, water pressure changes and power outages and surges.

5. REDETERMINATION OF RENT AND APARTMENT SIZE

A. Annual Reexamination

Once each year, as requested by the Authority, if I am paying rent based on my income, I agree to furnish the Authority a signed statement and certification containing accurate information as to family income, employment, and composition, for use by the Authority in determining whether the rent should be changed or whether the apartment is still appropriate for my needs. Changes resulting from the annual reexamination shall be effective as of the annual reexamination date. Income reviews will be held every third year if I have chosen the flat rent option. However, I must reconfirm family composition and community service compliance annually. If I have chosen this option, I will be notified at the appropriate time for my recertification.

B. Special Reexaminations

If at the time of admission, any annual reexamination, or interim redetermination, the Authority is unable to arrive at a reasonable estimate of my income for the following twelve months (after I have furnished the required statements and certification), a special reexamination shall be scheduled for a later date, and I will be placed on a Temporary Rent based upon the best available data. Retroactive charges or credits shall be made if found to be necessary at the time of the scheduled Special Reexamination.

Interim Redetermination

~~Modified Interim Reporting: During the period between annual reexaminations, I will be on a modified reporting basis. This means that I am required to report all changes in family composition and all new income of any kind, within ten (10) days after they occur.~~

C. Deletion of Household Members

Deletions (for any reason) from the household of members named on the lease shall be reported by the Resident to LHA in writing, within ten (10) days of the occurrence. The Resident must provide documentation as required when reporting that a family member has left the household. In the case of an income-producing member, LHA requires at least two (2) documents verifying the new address or other evidence deemed acceptable by the LHA. The Head of Household is responsible for signing for deletions from, and additions to, the household lease.

D. Interim Changes in Rent

- 1) Increases in rent are to be made effective the first day of the second month following that in which the change occurred.
- 2) Decrease in rent is to be made effective as of the first day of the month following that in which the change is reported. However, no decrease shall be made until I have furnished adequate documentation to justify the decrease.
- 3) A family may request an interim reexamination of family income or composition at any time. The Authority will make the interim reexamination within a reasonable time after the family's request.

E. Interim changes in rent may be made by the Authority if necessitated by changes in the Attached Schedule of Utility Allowances.

F. If it is found that I have misrepresented and/or failed to report facts upon which the rent is based, so that the rent paid is less than I should have been charged, then the increase in rent shall be made retroactive to the date that the increase would have taken effect. My failure to accurately report this information may result in eviction and/or legal proceedings for fraud.

- G. In the event of any rent adjustment pursuant to this section, the Authority will mail or deliver a notice to me which will be an amendment to this lease.
- H. Upon a determination by the Authority that my apartment is not of proper size based on family composition, or if I live in a unit for handicapped and do not need the handicapped features, I agree to transfer to the proper size and type apartment upon receipt of a notice from the Authority as soon as an appropriate apartment becomes available. Failure to comply with this requirement may be the basis for the termination of this lease and initiation of court action to evict me and gain possession of the apartment, if necessary. Transfers will be carried out in accordance with the "Transfer of Residents" section of the Admission and Continued Occupancy Policy.
- I. The notice referred to in Subsections "G" and "H" of this part shall provide that I may request an explanation of these determinations. If I do not agree with such determination, I may request a hearing under the Authority's Grievance Procedure. Any such request must be made in conformance with the procedure, including maximum time frames as stated in the notice.
- J. Any and all documents for certification/reexamination purposes become a part of this lease by reference.
- K. The Authority will not reduce my rent because of a reduction in my or my family's welfare assistance specifically because of fraud or failure to participate in an economic self-sufficiency program or comply with a work activities requirement. A reduction in welfare assistance is not to be treated as failure to participate in an economic self-sufficiency program or to satisfy a work activities requirement if the reduction results from:
 - 1) The expiration of a lifetime limit on receiving benefits;
 - 2) When a family has sought but cannot find employment; or
 - 3) The family has complied with welfare program requirements but loses welfare because of a durational time limit such as a cap on welfare benefits for a period of no more than two years in a five-year period.

6. OBLIGATION OF RESIDENT

I agree:

- A. Not to give wrong information or withhold information to get lower rent.
- B. Not to transfer or sublease the apartment.
- C. Not to provide accommodations for boarders or lodgers without the written consent of the Authority. No one single visitor/guest, adult or child, will be

allowed to stay in my apartment overnight for more than 14 days in a 12-month period without the written consent of the Authority.

- D. Not to keep a pet in or around the apartment unless I have signed a separate "Pet Lease" and have paid a Pet Deposit. There will be a \$20.00 charge imposed, in accordance with the Resident Charges Schedule for the first time an unauthorized pet is discovered. Eviction will result from a second occurrence **in accordance with the Schedule of Resident Charges.**
- E. Not to leave or permit others to leave inoperable and/or abandoned vehicles on Authority property or in parking bays or on the street; to park automobiles and other motorized vehicles in designated parking areas only; not to display vehicles for sale; not to grease, change oil, or make repairs to such vehicles except where necessitated by emergency.
- F. Not to drive or park cars, trucks, motorcycles, or vans on lawns for any reason, nor let family or visitors/guests do this. The Authority may charge a fee, **as stated in the Schedule of Resident Charges**, per day for each occurrence discovered.
- G. Not to bring any gasoline operated equipment or gasoline containers into my apartment.
- H. Not to install any appliances or equipment, including but not limited to, extension telephone, waterbed, swimming pool, sandbox, basketball goal, trampoline, air conditioner, washing machine, clothes dryer, stove, refrigerator, ham radio set, or transmitter, satellite dish, or other antennae **UNLESS I HAVE WRITTEN PERMISSION AND/OR DIRECTION** from the Authority. If I do not get permission and follow directions, I will have to pay the Authority for any costs or damages resulting from my unauthorized installation. I must remove any unauthorized appliances or equipment immediately upon notification by the authority. The housing authority will not be responsible for the maintenance or repair of resident owned appliances or equipment.
- I. Not to do anything against the law. I must not harm the social environment of the project. I must not disturb my neighbors or let my family or visitors/guests do this. **If I am charged with a criminal offense or placed on a sex offender registry, I must report this information to the housing authority immediately.**
- J. Not to damage any part of my apartment or the property. I must not let my family or visitors/guests do this.
- K. I must live in the apartment and not use the apartment for anything but a place to live for me and members of my family as listed at Paragraph 1B. I will report to the office anytime the apartment is going to be vacant more than seven (7) days, or if someone other than the persons listed at

Paragraph 1B is living in the apartment. Unless notified otherwise, the Authority will assume the apartment is abandoned, and may remove any personal property in the apartment.

- L. Not to make any modifications to the building or grounds, including but not limited to, changing appliances or fixtures, painting (including feather painting) or installing wall paper unless I obtain permission from the Authority. I must not display any signs, use tacks, nails, screws, fasteners or floor coverings on housing authority property except where authorized by the Authority. I must not put up decals, contact or wallpaper, or other sticky materials on fixtures, appliances, equipment, walls, floors or furnishings that belong to the Authority. I must not add or remove landscaping materials without prior approval of the Authority.
- M. To be responsible for the conduct of family members and visitors/guests on Authority property. I understand that my guest may not include any person that has been issued a "no trespassing" notice.
- N. To keep the apartment, adjacent grounds and such other areas as may be assigned to me for my exclusive use clean, neat and safe. I must dispose of trash in the proper way. Plastic bags and/or a lidded trash can must be used to contain trash. I will not place any furnishings outside of my dwelling (including porches) that are not designed or intended for outdoor use. The Authority may charge me for noncompliance. I will not store cans, bottles, cardboard or paper for an extended period on housing authority property. Cans, jars and bottles must be rinsed if they are to be stored even a short time.
- O. To let the authority know immediately if there is any unsafe condition. I must alert the Authority within 24 hours if something needs to be repaired.
- P. To let the Authority do repairs even if I have not requested them. I will have to pay for these repairs if they are necessary because of something that is not "normal wear and tear".
- Q. To cooperate with the Authority to solve problems. One way I can do this is by going to conferences if notified by the Authority. Another way I can cooperate is to keep all children in my household under the age of 17 in school, unless they are sick. Failure to do so may result in my eviction.
- ~~R. To provide the Authority with a police report if someone who is not family or a visitor/guest has vandalized (damaged) my apartment inside or out.~~
- R. To move personal belongings out of the way when the Authority's workers come to the apartment. The Authority will notify me in advance if it plans to work in my apartment.
- S. Smoke detectors/**Carbon Monoxide detectors** are required by law to be functional. If my smoke detector is not working properly, I must report it to

the Authority. I must not disable the smoke detector. Tampering with smoke detectors is a threat to the safety of residents. Eviction will result from a second occurrence. I understand that I will be charged in accordance with the Schedule of Resident Charges.

- T.** To have insurance to cover loss or damage to furniture or other personal property. I understand that the Authority is not responsible for such loss or damage and will not provide fire or casualty insurance for me.
- U.** To be very careful to prevent fires. I must report any fire right away. I must clean my apartment if it is damaged by smoke or if repairs must be made. I will have to pay for damages if the fire is my fault or that of my family or guest.
- V.** That neither I, nor any member of my household, a guest, or other person under my control, shall engage in:
 - 1) Any activity that threatens the health, safety or right to peaceful enjoyment of the Authority's public housing premises.
 - 2) Any activity prohibited under the section entitled "Grounds for Termination" of this lease.
- W.** To promptly (within 30 days of receipt) furnish to the Authority any letter from HUD concerning the amount or verification of family income.
- X.** To comply with the Community Service Requirements of the Admissions & Continued Occupancy Policy of the housing authority, including obtaining and providing verification of volunteer service performed by me and my household members.
- Y.** To comply with HUD's regulations on criminal activity and drug related criminal activity which are included in section entitled "Grounds for Termination" in this lease.
- Z.** I understand that I am allotted only one parking space for my apartment. In most locations parking spaces are not assigned but are instead available on a "first-come, first-served" basis. If my apartment has an assigned parking space, I must use this parking space for my vehicle. Due to limited parking availability, my guest must not take spaces that will prevent other residents from having a place to park.
- AA.** To comply with the housing authority's "Smoke-Free" Policy.
- AB.** The housing authority provides free pest control services with a contracted Pest Management Professional and I understand that I must cooperate fully with the housing authority in eliminating pests by calling in a Work Order when I have any rodent or bug infestation in my apartment. I must prepare for the pest control service as instructed in writing, in some cases, I must be home during the inspection and/or treatment. I must keep my

apartment clean and clutter free, according to the housekeeping standards, so that pests will not have the food or water they need and conditions within the unit do not support the growth of the pests. Roaches are a health hazard and an infestation of roaches will result in a failure of the housekeeping and HUD REAC inspections. Failure to do any of these is a lease violation.

AC. I have received and read the housing authority's Bed Bug Policy and I agree to comply with that policy as it relates to my roles and responsibilities in cooperating with the housing authority in order to successfully eliminate the presence of bed bugs. I understand that if my lack of cooperation with the housing authority in eliminating pests or infestation leads to the occurrence of three or more infestations in a one-year period that I may be subject to termination of my lease.

AD. Trash is collected once per week at each housing authority site. I understand that it is my responsibility to carry my trash can to the street for pick-up. I agree that I will not carry my trash can to the street until 7:00 p.m., or later, the day before my scheduled pickup and I will return my trash can to the rear of my apartment by 7:00 p.m. the day my trash is collected. I understand that not complying with this requirement is a violation of my lease and that non-compliance will lead to a series of graduated charges as outlined in the Schedule of Resident Charges. I understand that if I am elderly, I can call the city and they will retrieve my trash can at no charge.

AE. I understand that if I received an apartment because claimed a working preference, I must continue working for at least 6 months following my initial occupancy of the apartment. I agree that if I quit my job prior to the required 6 months, and cannot pay my rent as originally calculated, my lease will be terminated and I will have to vacate my apartment.

AF. To immediately report needed repairs to the housing authority so that a work order can be issued. I understand that my negligence in reporting work orders that lead to additional damage to my apartment (such as water leaks) may lead to me being charged for the resulting damage.

7. OBLIGATION OF THE AUTHORITY

I understand that the Authority will:

- A.** Maintain the housing authority property in a safe, decent and sanitary condition.
- B.** Comply with requirements of applicable building codes, housing codes, and HUD regulations materially affecting health and safety.

- C. Make necessary repairs to the premises.
- D. Keep project buildings, facilities and common areas, not otherwise assigned to me for maintenance and upkeep, in a clean and safe condition.
- E. Maintain in good working order and condition the electrical, plumbing, sanitary, heating, ventilating and other facilities and appliances, supplied or required to be supplied by the Authority.
- ~~F. Provide and maintain appropriate receptacles and facilities (except containers for my exclusive use) for the deposit of ashes, garbage, rubbish and other wastes removed from the premises by me.~~
- F. Supply running hot and cold water and reasonable amounts of heat at appropriate times of the year (according to local custom and usage).
- G. Notify me of the specific grounds for any proposed adverse action by the Authority. (Such adverse action includes, but is not limited to, a proposed lease termination, transferring me to another apartment, or imposition of charges for maintenance and repair, or for excess consumption of utilities.) When the Authority is required to afford me the opportunity for a hearing under the Authority's grievance procedures for a grievance concerning a proposed adverse action:
 - 1) Notice of proposed adverse action shall inform me of the right to request such hearing. In the case of a lease termination, a notice of lease termination in accordance with the section entitled "Lease Termination Notices" of this lease shall constitute adequate notice to me of proposed adverse action.
 - 2) In the case of a proposed adverse action other than a proposed lease termination, the Authority shall not take the proposed action until the time for me to request a grievance hearing has expired (if a hearing was timely requested by me), and the grievance process has been completed.
 - 3) The Grievance Hearings shall be presided over by a Hearing Officer who shall be an impartial person or persons selected by the Housing Authority's Executive Director. It shall be someone other than the person who made or approved the decision under review, or a subordinate of that person. Such individual or individuals do not need legal training.

8. MY RIGHT OF USE AND OCCUPANCY OF THE APARTMENT

- A. For purposes of this lease, the term "guest" means a person on public housing property with my consent or the consent of a member of my household.

- B. With the consent of the Authority, members of my household may engage in legal profit-making activities in the apartment, if the Authority determines that such activities are incidental to the primary use of the leased apartment for residence by members of the household.
- C. With consent of the Authority, my foster child or live-in aide may reside in the apartment.
- D. For purposes of this lease, "live-in aide" means one specified adult, with prior approval of the housing authority, who resides with me if I am an elderly, disabled or handicapped person and who:
 - 1) Is essential to the care and well-being of the person
 - 2) Is not obligated for the support of the person, and
 - 3) Would not otherwise be living in the apartment except to provide necessary supportive services.
- E. The authority will consider unauthorized occupants to be trespassers. If I allow an unauthorized occupant to reside in my unit, I may not be in compliance with the lease and I am subject to termination of tenancy. Unauthorized occupants include but are not limited to:
 - 1) A former resident of the authority who has been evicted.
 - 2) Family members over age 17 or emancipated minors who moved from my dwelling unit to establish a new household.
 - 3) Persons that have joined my household without undergoing screening.
 - 4) Persons that stay in my unit beyond an authorized period; and
 - 5) A person that came to my unit as an extended visitor/guest because I, or one of my family members needed support (for example, after a medical procedure) but stayed on in the unit beyond the time needed.

9. RESIDENT MAINTENANCE

I will perform regular lawn maintenance or other tasks (with the exception of lawn mowing and trimming), as permitted by the nature of the design and construction of the apartment and according to local custom such as picking up trash in areas assigned to me. The housing authority will make reasonable accommodations for persons with disabilities if requested by me and approved by the housing authority.

10. DEFECTS HAZARDOUS TO LIFE, HEALTH OR SAFETY

In the event that the premises are damaged to the extent that conditions are created which are hazardous to life, health, or safety of the occupants, the following terms and conditions apply:

- A. I shall immediately notify the Authority of damage;

- B. The Authority shall be responsible for repair of the apartment within a reasonable time. If the damage was caused by me, a member of my household or my guests, reasonable cost of the repair shall be charged to me;
- C. The Authority shall offer standard alternative accommodations, if available, under circumstances where necessary repairs cannot be made within a reasonable time; and,
- D. Provisions shall be made for the abatement of rent in proportion to the seriousness of the damage and loss in value as an apartment in the event repairs are not made in accordance with sub-paragraph B of this paragraph or alternative accommodations not provided in accordance with sub-paragraph C of this paragraph, except that no abatement of rent shall occur if I reject the alternative accommodation or if the damage was caused by me, a member of my household or my guests.

11. PRE-OCCUPANCY AND PRE-TERMINATION INSPECTION

I (or my representative) have inspected the premises prior to commencement of occupancy by me. The Authority has furnished me with a written statement of the condition of the premises, the apartment lease, and a list of the equipment provided with the apartment. The statement has been signed by the Authority and me and a copy of the statement is retained by the Authority in my folder. The Authority is obliged to inspect the apartment prior to the time I vacate and to furnish me a statement of any charges to be made. Provisions shall be made for my participating in the later inspection, unless I have:

- (i) Vacated the rental premises without giving written notice;
- (ii) Abandoned my apartment.
- (iii) Been judicially removed from my apartment.
- (iv) Not contacted the housing authority after receiving the notice of right to mutual inspection of my apartment.
- (v) Failed to appear at the arranged time of inspection.

It is my responsibility to arrange for the inspection of the apartment prior to vacating the apartment or transferring to a different apartment. Failure to notify the Authority prior to my vacating may result in charges to me arising from the Authority's inspection of the apartment.

12. ENTRY INTO PREMISES DURING TENANCY

The Authority may enter the premises during my possession under the following circumstances:

- A. The Authority shall, upon reasonable advance notification to me, be permitted to enter the apartment during reasonable hours for the purpose of performing routine inspections and maintenance, for making

improvements or repairs, for pest control through periodic treatment, or to show the premises for re-leasing. A written statement specifying the purpose of the Authority's entry delivered to the premises at least two days before such entry shall be considered reasonable advance notification.

- B. The Authority may enter the premises at any time without advance notification when there is a reasonable cause to believe that an emergency exists.
- C. In the event that I and all adult members of my household are absent from the premises at the time of entry, the Authority shall leave on the premises a written statement specifying the date, time and purpose of entry prior to leaving the premises. A request by me for apartment repairs provides implied consent for entry.

13. NOTICE PROCEDURES

A. Notices by the Authority to Me

- 1) Except as provided in the section entitled "Entry Into Premises During Tenancy" of this lease, all notices to me shall be in writing and delivered to me or to a responsible adult member of my household residing in the apartment or sent by pre-paid first class mail properly addressed to me. All first-class mail from PHA will be sent to LHA apartment address, unless notified by tenant.
- 2) If I am visually impaired and the head of my household, notice must be in an accessible format. Another person may be designated by me to accept written notices on my behalf as compliance with this requirement.

B. Notice by Resident to the Authority

- 1) Notice by me to the Authority shall be written and delivered to the main office or sent by pre-paid first class mail properly addressed.

14. GROUNDS FOR TERMINATION

A. I understand that the Authority will not terminate or refuse to renew my lease other than for the following grounds:

- 1) Violation of the lease, which includes, but is not limited to:
 - (a) Failure to pay rent or other payments due under the lease; or
 - (b) Violation of my obligations under this lease; or
 - (c) Other good cause which includes, but is not limited to:
 - (1) Any drug-related criminal activity on or off the premises, including cases where:
 - i) A covered person has engaged in drug-trafficking; or
 - ii) A covered person has engaged in illegal drug use (including cases where the Authority determines that illegal drug use or a pattern of illegal drug use by me

- or by a household member may threaten the health or safety of, or the right to peaceful enjoyment of the premises by other residents).
- (2) Any criminal or other activity by a covered person that threatens the health or safety of, or the right to peaceful enjoyment of the premises by other residents, Authority Staff, an Authority Contractor, Subcontractor or Agent.
 - (3) I or a member of my household is:
 - i) Fleeing to avoid prosecution, custody, or confinement after conviction for a crime, or attempt to commit a crime, that is a felony under the laws of the place from which the individual flees;
 - ii) Violating a condition of probation or parole imposed under federal or state law.
 - (4) Any determination by the Authority that I or a household member has engaged in abuse, or pattern of abuse, of alcohol that threatens the health or safety of, or the right to peaceful enjoyment of the premises by other residents.
 - (5) Any reexamination which discloses that I, at the time of admission or any reexamination, made any misrepresentations or failed to disclose information which resulted in me being classified as eligible when in fact I was ineligible, I may be required to vacate even though I am currently eligible.
 - (6) A member of my household has been convicted of drug-related criminal activity for manufacture or production of methamphetamine on the premises of federally assisted housing.
 - (7) A member of my household is listed on any official public sex offender registry.
 - (8) If I refuse to accept a revision to the lease after being given at least 60 days' notice of its proposed effect and being allowed a reasonable time to respond to the offer.
 - (9) If I fail to promptly furnish (within 30 days of receipt) to the Authority any letter from HUD concerning the amount or verification of family income.

B. Evidence of Criminal Activity

The Authority may terminate my tenancy for criminal activity by a household member if the Authority determines that a member of my household has engaged in the criminal activity, regardless of whether the household member has been arrested or convicted for such activity. When the Authority seeks to terminate my tenancy for criminal activity as shown by a criminal record, the Authority will provide me with a copy of the criminal record before any grievance hearing or court hearing concerning the termination of tenancy or eviction. I will be given an opportunity to dispute the accuracy and relevancy of that record in the grievance hearing or court hearing.

C. Consideration of Rehabilitation

In determining whether to terminate my tenancy for illegal drug use or alcohol abuse or a pattern of illegal drug use or alcohol abuse by a household member who is no longer engaging in such use or abuse, the Authority may consider whether such household member is participating in or has successfully completed a supervised drug or alcohol rehabilitation program.

D. Conditions for Continued Assistance

- 1) In determining whether to terminate my tenancy for illegal drug use or alcohol abuse by a household member, the Authority may impose, as a condition of continued assistance for other household members, a requirement that any household member who engaged in or is culpable for the drug use or alcohol abuse may not reside in the apartment.
- 2) The Authority may require a household member who has engaged in the illegal use of a drug, or in alcohol abuse that threatened the health or safety of, or the right to peaceful enjoyment of the premises by other residents, to submit evidence of current participation in, or successful completion of, a supervised drug or alcohol rehabilitation program as a condition to being allowed to reside in the apartment.

E. Definitions

- 1) Covered person: Me and any member of my household, a guest or another person under my control.
- 2) Household: My family and any Authority-approved live-in aide.
- 3) Premises: The building or complex in which my public housing apartment is located, including common areas and grounds.

F. Violence Against Women Act

- 1) An incident or incidents of actual or threatened domestic violence, dating violence, sexual assault or stalking will not be construed as a serious or repeated lease violation by the victim or threatened victim of the domestic violence, dating violence, or stalking, or as good cause to terminate the tenancy or occupancy rights of, or assistance to the victim or threatened victim of such incident.
- 2) Criminal activity directly related to domestic violence, dating violence, sexual assault or stalking, engaged in by a member of a resident's household or any guest or other person under the resident's control, shall not be cause for termination of tenancy of, occupancy rights of, or assistance to the victim, if the resident or immediate family member of the resident is the victim.
- 3) The housing authority may bifurcate the lease, or remove a household member from the lease, without regard to whether a household member is a signatory to the lease, in order to evict, remove, terminate occupancy rights or terminate assistance to any

individual who is a resident or lawful occupant who engages in criminal activity directly relating to domestic violence, dating violence, sexual assault, or stalking against an affiliated individual or other individual, without evicting, removing, terminating assistance to, or otherwise penalizing the victim of such violence who is also a resident or lawful occupant. Such eviction, removal, termination of occupancy rights, or termination of assistance shall be effected in accordance with the procedures prescribed by federal, state and local law for the termination of leases, or assistance under HUD's Public Housing Program.

- 4) The housing authority will require that an individual certify that he/she is a victim of abuse and that the incidences of abuse are bonafide. The certification must include the name of the perpetrator, and any other statutorily required information. The victim must provide the certification to the housing authority in accordance with the housing authority's Violence Against Women Act Policy. In cases where the individual does not submit the required certification, the Authority may terminate assistance.
- 5) All information provided to the housing authority relating to the incident(s) of domestic violence, including the fact that the individual is a victim of domestic violence, dating violence, or stalking will be retained in confidence by the housing authority and will not be entered into any shared database nor provided to a related entity. The PHA will not allow any employee or agent to have access to such information unless explicitly authorized by the PHA. For reasons that specifically call for these employees or those within their employ to have access to this information: and disclose this information to any other entity or individual, except to the extent that disclosure is requested or consented to by the individual making the documentation, in writing, required for use in an eviction proceeding, or otherwise required by applicable law.
- 6) *Limitations of VAWA protections.*
 - (a) Nothing in this section limits the authority of the housing authority, when notified of a court order, to comply with a court order with respect to:
 - (1) The rights of access or control of property, including civil protection orders issued to protect a victim of domestic violence, dating violence, sexual assault, or stalking; or
 - (2) The distribution or possession of property among members of a household.
 - (b) Nothing in this section limits any available authority of the housing authority to evict or terminate assistance to a tenant for any violation not premised on an act of domestic violence, dating violence, sexual assault, or stalking that is in question against the tenant or an affiliated individual of the tenant.

However, the housing authority must not subject the tenant, who is or has been a victim of domestic violence, dating violence, sexual assault, or stalking, or is affiliated with an individual who is or has been a victim of domestic violence, dating violence, sexual assault or stalking, to a more demanding standard than other tenants in determining whether to evict or terminate assistance.

- (c) Nothing in this section limits the authority of the housing authority to terminate assistance to or evict a tenant under a housing authority if the housing authority can demonstrate an actual and imminent threat to other tenants or those employed at or providing service to property of the housing authority would be present if that tenant or lawful occupant is not evicted or terminated from assistance. In this context, words, gestures, actions, or other indicators will be considered an “actual and imminent threat” if they meet the standards provided in the definition of “actual and imminent threat”.
- 7) Victims of domestic violence, dating violence, sexual assault or stalking may request an emergency transfer in accordance with the housing authority’s Emergency Transfer Plan.

15. Lease Termination Notices

- A.** The Authority will give me written notice of lease termination as follows:
 - 1) Immediate notice where the Authority determines that any member of my household has ever been convicted of drug-related criminal activity for manufacture or production of methamphetamine on the premises of federally assisted housing.
 - 2) Three (3) days notice for any criminal activity or drug-related activity as defined in the section entitled “Grounds for Termination” of this lease and as stated in the section entitled “Obligations of Resident”.
 - 3) Fourteen (14) days notice in the case of failure to pay rent and/or other charges.
 - 4) A reasonable notice of time considering the seriousness of the situation (not to exceed thirty (30) days, but may be as little as three (3) days) when the health and safety of other residents or Authority employees are threatened.
 - 5) Thirty (30) days notice in any other case.
- B.** Notice of lease termination shall state specific grounds for my termination, and shall inform me of my right to reply as I may wish and will state the date by which my reply must be received by the Authority. The notice shall also inform me of my right to examine the Authority's document(s) directly relevant to the lease termination/eviction and to permit me to make copies at my expense. If such documents are not available to me, the Authority may not proceed with the lease termination/eviction.

- C. Notice of lease termination shall contain a statement regarding the Grievance Procedure as follows:
- 1) Notices of lease terminations for violations as identified in Section 15.A. (1 and 2) shall state that I am not entitled to a grievance hearing, and eviction will be pursued.
 - 2) All other notices of lease termination will afford me the opportunity for a grievance hearing in accordance with the posted Grievance Procedure and shall state the date by which such response must be received to be considered.
- D. Notices under this section shall run concurrently with any notice of termination as may be required by state or local law.
- E. Following my eviction for engaging in criminal activity, including drug-related criminal activity, the U.S. Post Office will be notified that I no longer reside in the apartment so that the delivery of mail to me at the apartment will be terminated. I understand that following my eviction, I will not be allowed to return to the premises to pick up mail.
- F. At the time of lease termination, all amounts I owe under the terms of the lease, including the costs of obtaining warrants or, petitions to the court, or legal fees will become due and my failure to meet those obligations will be made a matter of permanent record and will be provided to apartment owners' associations, public housing authorities, consumer credit bureaus and the U.S. Department of Housing and Urban Development as well as being turned over for collection.
- G. I must give the Authority written notice of my intent to terminate the lease at least 30 days in advance (a form will be provided.) I will continue to pay rent through the entire notice period and until I vacate the premises, whichever comes later. **Within 4 days of the date that I vacate the premises,** the authority will inspect the apartment and make a list of items to be charged to me. If I wish to be present for this inspection, I must make an appointment with the office at least one working day before the apartment is inspected. **It will not be possible to conduct a termination inspection until all items are removed from my apartment.** The inspection will be conducted during regular office hours. If I fail to make arrangements for a termination inspection, I accept the findings of the Authority and will pay such reasonable charges as shall be made by the Authority. Any funds due the Authority are due and payable immediately, and any credits due me for unearned rent paid or unused security deposit will be subject to offset before being refunded to me. Any refund due to me will be paid as soon as possible after the apartment has been vacated, keys returned to the Authority, the move-out inspection has been completed, any negligent damages assessed and any amount due for excess utilities usage is determined. Upon move out, if my keys are not returned, I will be charged in accordance with the "List of Extra Charges

for Damage and Replacements”.

16. CHANGES AND MODIFICATIONS OF LEASE TERMS

A. Authority Policies, Rules and Regulations and Schedules for special charges for services, repairs and utilities are incorporated in this lease by reference and are publicly posted in a conspicuous manner in the Authority office. I will be furnished a copy on request. Such schedules, policies, rules and regulations may be modified from time to time by the Authority, provided that the Authority shall give me at least thirty (30) days' written notice setting forth the proposed modification, the reasons therefore, and providing me an opportunity to present written comments which shall be taken into consideration by the Authority prior to any proposed modifications becoming effective. **A copy of such notice shall be delivered directly or mailed to me.** This provision may not apply to changes and modifications that are mandated by federal, state or local laws and regulations.

B. Other Changes

Except as provided in (A) above, and as provided in the section entitled "Redetermination of Rent and Apartment Size" modifications of the lease must be accomplished by a written addendum to the lease executed by me. However, nothing will preclude the Authority from modifying this lease to take into account revised provisions of law or governmental action with notice to me.

C. Lease Amendment

Where applicable, the following amendments have been executed by the parties and are attached herewith:

- (1) Pet Addendum _____
- (2) Over-Income Addendum _____

17. ACCOMMODATION OF PERSONS WITH DISABILITIES

It shall be the policy of the Authority to provide reasonable accommodations to the extent necessary to provide persons with handicaps, as defined by 24 CFR Part 8.3, with the opportunity to use and occupancy of the apartment equal to a non-handicap person. At any time during my tenancy, I may request reasonable accommodation of a handicap household member or reasonable accommodation so that I can meet lease requirements or other requirements of tenancy.

18. SEVERABILITY

The rights and obligations of the parties contained in this agreement are in addition to and not limitations of those required by law. All of the terms and conditions herein shall be governed by the laws of the state of Tennessee.

Should any term or provision of the lease agreement be held invalid, such shall be severed herefrom and the remainder of this agreement shall remain in full force and effect.

19. LEAD PAINT

I have received a copy of the notice entitled "Protect Your Family from Lead in Your Home", where applicable to the dwelling in which my family is being housed.

20. ABANDONMENT

I understand that if I have an unexplained or extended absence from my apartment for thirty (30) days or more without payment of rent due the authority will consider my absences as evidence of abandonment. The authority is then expressly authorized to enter and take possession of my apartment.

If I have not paid my rent for fifteen (15) days past the rental due date, and there are other reasonable factual circumstances indicating that I have permanently vacated my apartment, including, but not limited to, the removal by me of substantially all of my possessions and personal effects from my apartment, or my voluntary termination of utility service to my apartment, shall also be considered by the authority as evidence of abandonment.

If the authority determines that I have abandoned my apartment under the above described circumstances, the authority shall post notice at my apartment and shall also send the notice to me by regular mail, postage prepaid, at my apartment address. The notice shall state that:

- (A) The authority has reason to believe that my apartment has been abandoned;
- (B) The authority intends to reenter and take possession of my apartment, unless I contact the authority within ten (10) days of the posting and mailing of the notice;
- (C) If I do not contact the authority within the ten-day period, the authority intends to remove any and all possessions and personal effects remaining in my apartment and to re-rent my apartment; and

If I do not reclaim the possessions and personal effects within thirty (30) days of the authority taking possession of the possessions and personal effects, the authority intends to dispose of my possessions and personal effects as provided above.

The notice shall also include a telephone number and a mailing address at which the authority may be contacted.

If I fail to contact the authority within ten (10) days of the posting and mailing of the notice, the authority may reenter and take possession of my apartment. If I contact the authority within ten (10) days of the posting and mailing of the notice and indicate my intention to remain in possession of my apartment, the authority will seek termination of tenancy and recovery of possession of my apartment through the judicial process.

If the authority determines that I have abandoned my apartment and enter the apartment to take possession, the authority will remove my possessions and personal effects from my apartment and store them for not less than thirty (30) days. I may reclaim the possessions and personal effects from the authority within the thirty-day period. If I do not reclaim the possessions and personal effects within the thirty-day period, the authority may sell or otherwise dispose of my possessions and personal effects and apply the proceeds of the sale to the unpaid rents, damages, storage fees, sale costs and attorney's fees. Any balances will be held by the authority for a period of six (6) months after the sale.

21. APPLICANT/RESIDENT CERTIFICATION

I certify that the information given to the Authority regarding household composition, income, net family assets, allowances and deductible expenses is complete and accurate to the best of my knowledge and belief. I understand that false statements or information provided for the purpose of obtaining or maintaining occupancy in public housing in which the rent is subsidized is punishable under Title 18, Part I, Chapter 47, Section 1001 of the U.S. Code, which provides penalties up to \$10,000 or imprisonment up to five (5) years, or both.

IN WITNESS WHEREOF, I have executed this Apartment Lease this _____ day of _____ 20_____, at _____, Tennessee. By signing this Apartment Lease, I certify that I have read the foregoing and understand its terms.

Note: All members of the household who are 18 years or older shall execute the lease.

Resident _____

For the Authority _____

Title: _____

Attachments:

Schedule of Utility Allowances
Pamphlet – Protect Your Family From Lead In Your Home”
Grievance Procedure

DRAFT