

HOUSING AUTHORITY DWELLING LEASE

Account No: _____ No. Of Bedrooms: __ Project/Site: **MO0179001A**

1. DESCRIPTION OF PARTIES & PREMISES: The Housing Authority (hereinafter referred to as “Authority”) in consideration of the rental herein reserved and the statement made by NAME (herein after referred to as the “Resident”), as set forth in his/her signed application hereby leases the premises designated above, on a month-to-month basis effective **DATE**. The premises leased are for the exclusive use and occupancy of the Resident and his/her household authorized to reside in the unit, as listed below in accordance with the lease, including reasonable accommodation of their guests:

NAME _____ NAME _____

2. PAYMENTS DUE UNDER THE LEASE:

- A. The monthly rental on the dwelling unit shall be a calculated rent of \$ **_____** or a flat/ceiling rent of \$ _____, whichever the resident elects, and the rental being due and payable on the first day of each month. Rent will remain in effect unless adjusted in accordance with Section 3 below or until terminated by Resident or authority, pursuant to the provisions stated herein under “Resident Agrees” and “Authority Agrees”.
- B. Resident agrees to pay \$ **_____** as a Security Deposit to be used by the Authority at the termination of this lease in accordance with Section 6. Payment of the Security Deposit is to be made upon occupancy.
- C. The Authority agrees to provide utilities as indicated below during normal business hours:

<u>SITE A</u>	<u>SITE B</u>	<u>SITE C</u>
1001 South Maple	1000 South Maple	1200 South Maple
<i>UTILITY</i>	<i>UTILITY</i>	<i>UTILITY</i>
Water & Sewer Garbage Removal	Garbage Removal	Garbage Removal
<i>SERVICES</i>	<i>SERVICES</i>	<i>SERVICES</i>
Pest Control Lawn Care Snow Removal Use of Laundry Facility	Pest Control Maintenance	Pest Control Maintenance
<i>EQUIPMENT</i>	<i>EQUIPMENT</i>	<i>EQUIPMENT</i>
Refrigerator Range	Refrigerator Range	Refrigerator Range

- D. The Resident shall perform seasonal maintenance or other maintenance tasks, as specified above where the performance of the tasks by the Resident is reasonable and customary.
- E. The Resident shall maintain all utilities not provided by the PHA. Loss of service due to non-payment shall constitute a lease violation and subject resident to immediate termination.
- F. The Resident shall be liable for charges for maintenance and repair beyond normal wear and tear. A schedule of charges for repairs shall be posted at the Authority Office. Charges for

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maintenance are based upon cost to the Authority to repair. Amounts assessed for maintenance and repair beyond normal wear and tear are due and payable thirty (30) days after the authority gives written notice to the Resident.

- G. If the monthly rental payment is not received by the 5th calendar day of the month, a **\$5.00** late charge will be assessed unless previous arrangements or an extension of payment time has been arranged with the Executive Director. An additional **\$10.00** late charge shall be assessed after the 10th calendar day of the month. Late charges are due and payable at the time the Resident makes the rental payment for the month in which he/she is late in payment of charges. All approved time extension from the Executive Director to the Resident, shall be in written form, with one copy being provided by the Resident and one copy being placed in the Resident's file.
- H. The Resident will be responsible for all utilities not provided by the housing authority. Unpaid utilities may be deducted from the security deposit after the lease has been terminated. It will be noted on the **Statement of Security Deposit Refund and Unearned Rent**.

3. REDETERMINATION OF RENT, FAMILY COMPOSITION DWELLING SIZE:

- A. Once a year or when appropriately requested by the Authority, the Resident agrees to furnish accurate and complete information to the Authority regarding family income, employment and family composition as may be necessary for the Authority to make valid determinations with respect to rent, eligibility and required dwelling size.
- B. Rent and other charges as fixed in Section 2, Paragraph A above will remain in effect for the period between regularly scheduled reexaminations unless:
 - 1. There is a substantial change in total family income (\$50.00) or more gross income per month.
 - 2. There is a change in family composition.
- C. The Resident agrees to provide the Authority with the true, accurate, and full information, verification and certification deemed necessary to accomplish the federally required annual review or at more frequent intervals, as the Authority may desire as provided for in the adopted Occupancy Policy. This information will be used for such other reviews as necessary to enable the Authority to comply with Federal, State or Local law, or regulations of the Department of Housing and Urban Development of family composition, income for rent and eligibility purposes, appropriateness of dwelling size, and desirability of continued occupancy according to standards set out in the Occupancy Policy in accordance with the Authority's duly adopted review cycle. Failure to provide the required information in a timely manner shall constitute a lease violation.
- D. Your eligibility is based on your total household income and household size. You must report within 10 calendar days of the occurrence, the following changes:
 - 1. Change in the size of your household
 - 2. If your gross monthly income should change by \$50.00 or more.Please bring in verification with you or an address for us to send for verifications. All changes will require the completion of the Rent Adjustment Form. Failure to report within 10 days may result in a retroactive rent increase, but not a retroactive credit or rent reduction. If you are not sure whether the changes will affect your eligibility, report it anyway.
- E. The Resident agrees to an immediate upward adjustment in rent if statements or representation on the application for admission or continued occupancy are subsequently found to be false, and to pay, as rent, the difference between the rent

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assessed if the full true and accurate income had been declared on application for admission or continued occupancy retroactively to date of this lease.

- F. The Resident agrees to an adjustment in rent with at least thirty (30) day advance notice if such an adjustment constitutes an increase, if a rent adjustment is necessary because of a management error, or to enable the Authority to comply with Federal, State or local law or Regulations of the HUD.
- G. The Resident agrees to accept a transfer to a larger or smaller unit offered by the Authority if the family composition reflected in the annual review is not in accordance with the duly adopted occupancy standards established for each unit size.
- H. If a vacant accessible unit is leased to a person without disabilities, the resident agrees to accept a transfer to a vacant non-accessible unit within 30 days of notice by the Authority that there is an eligible applicant or existing resident with disabilities who requires the accessible features of the unit.
- I. To provide the Resident with a thirty (30) day advance notice of any increase in rent.
- J. To reduce his/her rent at any time that he/she is entitled to such a reduction according to HUD regulations. Resident has the right to request an explanation from the Authority of his/her rent redetermination or Authority required transfer, and to request a hearing under the Authority's Grievance Procedure if they do not agree with the determination. Changes based on the redetermination of utility allowances are not applicable.

4. RESIDENT'S RIGHT TO USE AND OCCUPY DWELLING UNIT:

- A. The Resident shall have the right of exclusive use of the leased unit for himself/herself, authorized household members, and the reasonable accommodation of guests. A guest is defined as a person in the unit with the consent of a household member, for a period of one week. If a guest plans to stay longer than 3 days, approval must be obtained from the PHA office.
- B. With Authority consent, live-in aides or foster children may reside in the unit. If the Authority does consent, it will, where reasonably possible:
 - 1. Make available an appropriate size unit and the opportunity for the Resident to transfer at the Resident expense.
 - 2. Make reasonable accommodation for the handicapped.

5. RESIDENT AGREES:

- A. Prior to signing this lease, he/she was given a pre-occupancy briefing and was furnished with a written statement (Move-In Inspection) of the dwelling unit and the equipment provided therein. The resident will acknowledge receipt of the written statement and a photocopy by signing the original statement form. The resident will then provide the HA with the executed photocopy of the written statement within 1 week indicating agreement with statements or a list of deficiencies found. If the resident fails to provide the signed photocopy within 1 week of move-in, it will indicate that the Resident agrees with statements contained in the original written statement.
- B. To pay rent and all charges on time.
- C. To cooperate with the Authority in the enforcement of all reasonable rules and regulations designed to ensure the peaceful occupancy of all residents.
- D. To abide by necessary and reasonable regulations promulgated by the Authority for the benefit and wellbeing of the residents and the development.
- E. To conduct themselves and cause his/her household, guests, or other persons who are on the premises with his/her consent to conduct themselves in a manner which will not disturb their neighbor's peaceful enjoyment of their accommodations and will be conducive to maintaining his/her dwelling unit and the development in a decent, safe and sanitary condition.

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- F. To act in a cooperative manner with neighbors and PHA staff. To refrain from and cause members of tenant's household or guests to refrain from acting or speaking in an abusive or threatening manner toward neighbors and PHA staff.
- G. Resident must assure that any household member, guests, or persons under their control does not engage in:
 - 1. Any criminal activity that threatens the health, safety or right to peaceful enjoyment of the premises by other residents, resident's guests or Housing Authority employees or designees.
 - 2. Any drug related criminal activity on or off the premises.
 - 3. Any illegal activity under Federal, State or Local laws or other activity which impairs the physical or social environment of the housing development including domestic disturbances and alcohol abuse.
 - 4. Allow the premises to be used for any purpose in violation of the law.
 - 5. To comply with the Housing Authority anti-drug policy of inspecting units for drug activity. The Housing Authority partners with law enforcement to perform periodic inspections of units. Tenant will be given notice prior to these inspections.
 - 6. Use/brandishing firearms, BB guns or Pellet gun on Authority property.
 - 7. Any abuse or pattern of abuse of alcohol that affect health, safety or right to peaceful enjoyment of the premises by other residents, resident's guests, or Housing Authority employees or designers.
 - 8. Smoking outside the designated areas, per the Non-Smoking Policy.

VIOLATION OF THE ABOVE PROVISIONS SHALL BE MATERIAL VIOLATION OF THE LEASE AND GOOD CAUSE FOR TERMINATION OF THE TENANCY. A single violation of any of the provisions of this lease shall be deemed a serious violation and a material noncompliance of the lease. It is understood and agreed that a single violation shall be good cause for termination of the lease. Unless otherwise provided by law, proof of violation shall not require criminal conviction, but shall be by a preponderance of the evidence.

- H. To permit the Authority or it's Agent to inspect Resident's apartment for the purpose of examining or making improvements or repairs, show the dwelling unit for re-leasing, or determining necessary preventive maintenance, provided a written notice is delivered to the resident at least two (2) days before such entry, except the Authority or it's agent may enter the premises at any time without advance notification when there is an emergency, such as a fire, flood or other hazardous condition or where there is a reasonable cause to believe that an emergency exists. In the absence of adult household members at the time of entry for an emergency, the Authority will leave in the dwelling unit a written statement specifying date of entry and purpose.
- I. To permit Maintenance entry at any time, without notice, for requested Work Order repairs.
- J. To comply with all obligations imposed upon Residents by applicable provisions of building, housing and health codes materially affecting health and safety.
- K. To keep the premises and such other areas as may be assigned to him/her in a clean and safe condition, and not to make any alterations to the premises.
- L. To dispose of all garbage, rubbish and other waste from the premises in a sanitary and safe manner.
- M. To use only in a reasonable manner, all electrical, sanitary, ventilation and other appurtenance facilities.
- N. To refrain from and cause his/her household and guest to refrain from, destroying, defacing, damaging or removing any part of the premises or development.
- O. To report all needed repairs to any of the Authority's property inside and outside Resident's dwelling unit to the authority office and to pay reasonable charges (other than for normal wear

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and tear) for the repair of damages to the premises, development buildings, facilities or common areas which he/she, a member of his/her household or guest(s) caused and where contested, (Based on the Authority's current posted schedule of charges) to abide by the Authority's duly adopted Grievance Procedure.

- P. The Resident agrees the Authority will not be responsible for the repair of Resident owned appliance or any damage to resident's possessions, and the Authority will not be responsible for failure to furnish any utilities due to any cause beyond its control including, but not limited to, bursting pipes, power failure, employee strikes, etc., or any damages to Resident's possessions resulting therefore.
- Q. To abide by the conditions governing occupancy set forth in the Authority's Occupancy Policy posted in the Authority office. Resident acknowledges receipt of the rules and regulations of the Authority applicable to the premises, which he/she is renting. Resident specifically acknowledges the Authority's Pet Policy relevant to all sites and agrees to be bound by this regulation and to comply with it. The obligations set forth in rules as approved by the Board of Commissioners of the Authority, as may be amended from time to time, are a part of this dwelling lease and are binding on both parties, Authority and Resident.
- R. To report a change of family head or spouse, or any other change in family composition or birth of a child. To obtain prior written approval from the Authority prior to adding any other person to the household. To provide necessary documentation in accordance with Authority's Occupancy Policy, to remove an adult member from lease.
- S. Not to assign or sublet possession of his/her apartment; nor provide accommodations for boarders or lodgers; nor to use the apartment for any purpose other than as a private dwelling solely for the Resident and the other above-named occupants of the Apartment. This provision does not exclude reasonable accommodations of the Resident's guest.
A guest is defined as a person in the leased unit with the consent of a household member. Visitors may be permitted in a dwelling unit so long as the visitors have no previous history of behavior on HA premises that would be a lease violation. Visits of less than three (3) days need not be reported or approved by Management. Visits of three (3) or more days permitted provided the manager authorizes them. Visitors remaining beyond this period shall be considered trespassers and the head of the household shall be guilty of a breach of the lease. With the consent of the Authority a foster child or a live-in aide may reside in the unit and follow policy and meet definitions of the above.
- T. To pay for paint, carpet, fixtures, appliance, trash removal, cleaning, or other dwelling equipment or property if they must be replaced and/or repaired before the end of their normal life expectancy.
- U. To move, if, in the Authority's judgment, Resident's self-reliance has deteriorated beyond the point where the scope of services offered by the Authority can no longer assist the Resident in maintaining himself/herself or the premises in an acceptable manner without imperiling the health, safety and peaceful occupancy of himself/herself and other residents. After the Authority has contacted the Division of Aging and this is recommended by the Social Worker.
- V. To give the Authority thirty (30) days written notice before moving and leave and surrender the premises in good order and repair, reasonable wear and use excepted; and in clean condition; and to return ALL keys to the Authority office upon surrender.
- W. In the event such notice is not given, Resident hereby agree to pay rental to and including a period of thirty (30) days beyond the date the Authority discovers the unit vacant.
- X. At time of vacating the dwelling unit, Resident acknowledges Authority's obligation under Federal Regulation to inspect the unit and to furnish the resident a statement of any charges to be made in accordance with Section 7, below. The Resident will be advised of his/her right to participate in the inspection if he/she so desires, unless the Resident vacates without notice.
- Y. If the Authority incurs expenses in the collection of any outstanding accounts, whether a collection agency fees, court costs or attorney fees, these costs shall be charged to the tenant.

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- Z. If the Resident moves and leaves personal property or if Resident parks a derelict or abandoned car on the Authority's premises, or if Resident abandons any other personal property for more than ten (10) days, these may be removed and disposed of by the Authority without liability on the part of the Authority to the Resident and/or owner of such property provided, that any proceeds received from the disposition of such property by the Authority shall be applied against any sums the Resident owes the Authority. In the event there are no sums due to the Authority, the Resident's account will be credited.
- AA. To abide by the decision of the Authority concerning charges against the security deposit at the time of transfer or move-out, and where contested, to abide by the final decision of the local Hearing Officer Panel in accordance with duly adopted Grievance Procedures.
- BB. To comply with the Community Service Requirement as set forth in the Admissions and Continued Occupancy Guidelines. This is accomplished by meeting an acceptable exemption or by completing eight hours of community service work per month and providing appropriate documentation.
- CC. To refrain from placing or permit to be placed any signs, flags (other than decorative flags), advertisements or notices in or upon any part of the buildings or grounds except on the approval of the VHA. All others may be removed by the VHA at the expense of the resident.

6. AUTHORITY AGREES:

- A. To maintain the Development and the Resident's dwelling unit in a decent, safe and sanitary condition in compliance with all applicable laws, rules, regulations, and ordinances. To make necessary repairs to the Resident's dwelling unit. The Housing Authority shall maintain the common grounds in a reasonably safe condition; however, the Housing Authority cannot be held responsible for inclement weather conditions, which may result in safety hazards beyond the control of the Housing Authority. If repairs or defects hazardous to life, are not made or temporary alternative accommodations offered to the Resident within 24 hours after the Resident's reporting same to the authority, and if it was within the Authority's ability to correct the defect or obtain the correction thereof, then Resident's rent shall be abated in proportion to the seriousness of the defect during the entire period of the existence of such defect while he/she is residing in the un-repaired dwelling unit. Rent shall not abate if the Resident rejects reasonable alternative temporary accommodation or if the Resident, member(s) of Resident's household or guests caused the damage.
- B. To provide running water where same is to be provided by the Authority in accordance with Section B paragraph 3.
- C. For all aspects of the lease and grievance procedures, a handicapped person shall be provided with reasonable accommodation to the extent necessary to provide the handicapped person with an opportunity to use and occupy the dwelling unit equal to a non-handicapped person. The Resident is hereby notified that the Resident may, at any time during tenancy, request reasonable accommodation of a household member's handicap including reasonable accommodation so the Resident meets lease requirements or other requirements of the tenancy.
- D. To comply with requirements of applicable building codes, housing codes, and HUD regulations materially affecting health and safety.
- E. To maintain in good and safe working order and condition electrical, plumbing, sanitary, heating, ventilating and other facilities and appliances supplied or required to be supplied by the Authority.
- F. To make needed repairs promptly, and to charge Resident for repairs to any of the Authority's property inside or outside Resident's dwelling unit damaged by Resident or

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- member of his/her household or guest(s) and where contested abide by the Authority's duly adopted Grievance Procedure.
- G. To grant Resident a rent extension in writing for good cause provided he/she has requested it before the close of the fifth (5th) business day after date due, in accordance with duly adopted Rent Collection Policy.
 - H. If the Resident and all adult members of his/her household are absent from the premises at the time of entry by the Authority, a written statement specifying the date, time and purpose on entry shall be left within the premises.
 - I. To allow Resident with the legitimate reason to transfer to another unit or Development ahead of all applicants.
 - J. To return the security deposit due to the Resident within thirty (30) days after Resident vacates his/her apartment, after subtracting the cost of cleaning and repairing and damages beyond normal wear and tear to the dwelling unit caused by Resident, his/her family, dependents, or guests and any rent or other charges owned by the Resident. The Authority will determine these charges. Should charges be more than the deposit, the Resident will be billed for the difference.
 - K. Notify the tenant of specific grounds for any adverse Authority action.
 - L. When the Authority is required, give the Resident an opportunity for a hearing under the Authority Grievance Procedure concerning proposed adverse action.
 - M. To bypass the Grievance Procedure for any activity that threatens the peaceful enjoyment of the premises by other tenants or employees of the Authority.

7. WEATHER AND ADVERSE CONDITIONS-RESPONSIBILITIES OF AUTHORITY AND RESIDENT:

Resident agrees to take reasonable precautions and to exercise ordinary care to avoid injury to person and property, and to take extra precautions and exercise a high degree of care in the event of dangerous conditions on the premises, grounds and common areas of the public housing premises caused by an accumulation of snow, ice or other hazardous conditions of which the Authority has no notice or opportunity to alleviate. The Authority agrees to use existing means available to it for the removal or mitigation of the accumulation of snow and ice when the Authority has actual notice of such conditions and a reasonable time to act, however, the Authority shall not be liable to Resident, or to the guests or invites of Resident, for damages or loss from dangerous conditions resulting from snow, ice or other temporary or natural conditions on the premises, grounds or common areas of the public housing premises, unless the condition is affirmatively caused by the negligent act of the Authority.

Resident agrees use reasonable care to keep the dwelling unit in such condition as to ensure proper health and sanitation standards for Resident, household members and neighbors.

Resident shall notify the Authority promptly of known need for repairs to the dwelling unit and of known unsafe or unsanitary conditions in the dwelling unit or in common areas and grounds of the public housing premises. Resident's failure to report the need for repairs or other action in a timely manner shall be considered to contribute to any damage that occurs.

8. NOTICE PROCEDURES

- A. Written notice by the Authority will be made available to the Resident/Adult in the unit at the administrative office, delivered to a designated area or by first class mail addressed to the Resident as determined the best method of contact.

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- B. Written notice by the Resident will be delivered to the Authority office or sent by properly addressed first class mail.
- C. Notice to the visually impaired by the Authority will be in an accessible format.

9. TERMINATION OF TENANCY AND EVICTION

- A. Grounds for termination of tenancy and subsequent eviction are:
 - 1. Serious repeated violations of material terms of the lease (e.g. nonpayment of rent), or
 - 2. Not fulfilling tenant obligations under the lease, or
 - 3. Failure to permit the Authority or its agent to inspect Resident's apartment, as set forth in Section 5, or
 - 4. Criminal activity by a tenant, tenant's guest, or individual(s) under the tenant's control, threatening the health, safety or right to peaceful enjoyment of the Authority's premises by other residents, resident's guests, or Housing Authority employees or designees. Or, if a tenant is fleeing to avoid prosecution, or custody or confinement after conviction, for a crime, or attempt to commit a crime, that is a felony under the laws of the place from which the individual flees; or violating a condition of probation or parole imposed under Federal or State law. Or, if the Housing Authority determines that the tenant, tenant's guest, or individual(s) under the tenant's control has engaged in criminal activity, regardless of whether the tenant, tenant's guest, or individual (s) under the tenant's control has been arrested or convicted for such activity and without satisfying the standard of proof used for a criminal conviction.
 - 5. Any drug-related criminal activity by a household member or guest on or off Housing Authority property
 - A. Any member of the household has ever been convicted of drug-related criminal activity for manufacture or production of methamphetamine on the premises of federally assisted housing.
 - B. Drug-related criminal activity engaged in on or off the premises by any tenant, member of the tenant's household or guest, and any such activity engaged in on the premises by any other person under the tenant's control.
 - 6. Engaged in a pattern of abuse of alcohol that threatens the health, safety or right to peaceful enjoyment of the premises by other residents, residents' guests or Housing Authority employee.
 - 7. Furnishing false or misleading information concerning illegal drug use, alcohol abuse or rehabilitation of illegal drug users or alcohol abusers.
 - 8. Non-payment of rent in accordance with the duly adopted Rent Collection Policy, or
 - 9. Failure to comply with policies set forth in the Occupancy Policy, or
 - 10. Violation of the rules and regulation, or
 - 11. Unauthorized occupant in household, or occupancy by two (2) distinct family groups (Double Occupancy), or
 - 12. Moving from the premises covered by this Lease into another Authority dwelling unit without permission, or
 - 13. Chronic rent delinquency, or
 - 14. Failure to report family changes as stipulated in Section 3, or
 - 15. When the degree and length of the violation of Section 3, is of such serious nature it could be considered tantamount to defraud by intent, or
 - 16. If Resident's self-reliance has deteriorated beyond the point where the scope of service offered by the Authority can no longer assist Resident in maintaining himself/herself, or the premises in an acceptable manner without imperiling the health, safety and peaceful occupancy of himself/herself and other residents, or
 - 17. Chronic failure to pay charges for repairs according to Section 5, or

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18. The use of the premises in violation of Federal, State and local laws, or any arrest for use or flourishing of weapons in any Authority Development or any seizure by police of any controlled substance from Resident's dwelling unit or any use of any controlled substance on any Authority property, including resident's guest. Any such violation constitutes a violation of this lease and is grounds for eviction, or
 19. Failure to accept a transfer to a larger or smaller unit offered by the Authority if the family composition is not in accordance with the duly adopted occupancy standard for each sized unit, or
 20. Creation of a maintenance issue that is a threat to the health or safety of other residents or Authority employees, or
 21. Failure to provide the Authority with the true, accurate and full information, verification and certification deemed necessary to accomplish the federally required annual review, and such other reviews as necessary to enable the Authority to comply with federal, State or local law, or regulations of the Department of Housing and Urban Development, as set forth in Section 3 or
 22. Failure to maintain sufficient utilities, or
 23. Failure of each adult member of the household, who has been determined eligible to perform eight hours per month community service or participate in a self-sufficiency program to provide documentation to the effect. If a resident has not complied with the community service requirement, the Housing Authority shall notify the resident that their lease will not be renewed unless they enter into an agreement to cure the deficiency.
 24. Smoking in or around the premises with 3 warning notices.
 25. Other good cause.
- B. The Authority's written notice of termination of lease will contain the following:
1. Three (3) days' notice for violent or drug related crime on or off Housing Authority premises, or
 2. Fourteen (14) Days' notice if any monies are owed to VHA, or
 3. A reasonable time not to exceed thirty (30) days when the health or safety of other residents or Authority employees/designees are threatened, or
 4. Thirty (30) days in any other case.
 5. Notice to Resident will state the specific grounds for the termination of the lease and will inform the Resident of his/her right to reply if they wish.
 6. The notice will inform the Resident of his/her right to examine Authority documents directly relevant to the termination or eviction.
 7. The notice will inform the tenant of his/her right to request a hearing under the Authority's Grievance Procedure, if applicable.
 8. The notice to vacate required by state or local law may be combined or run concurrently with the notice of lease termination under B. 1 and B. 3 above.
 9. If the Authority is not required to afford the Resident the opportunity for a hearing under the Authority's Grievance Procedures, the notice of lease termination under B.1 through B.3 above shall state:
 - a. The Resident is not entitled to a grievance hearing on the termination.
 - b. The judicial eviction procedure used by the Authority has been determined by the U.S. Department of Housing and Urban Development to provide the opportunity for a hearing in court that contains the basic elements of due process as defined in HUD regulation.
 - c. Advise the Resident whether the eviction is for criminal activity or drug activity.
 - d. The Resident may be held responsible for all court costs and attorney fees.
- C. Eviction for Criminal Activity

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1. The Authority has discretion to consider the circumstances. In deciding to evict for criminal activity, the Authority will have the discretion to consider all 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, the Authority may permit continued occupancy by remaining family members and may impose a condition that those family members who engaged in the prescribed activity will not reside in the unit.
2. When the Authority evicts a family for engaging in criminal activity, including drug related criminal activity; the Authority will notify the local post office that the family is no longer residing in the unit.

D. Protection for Victims of Abuse:

1. One or more incidents of actual or threatened domestic violence, dating violence, or stalking will not be considered a serious or repeated violation of the lease by the victim and shall not be good cause for terminating the tenancy or occupancy right of the victim of such violence.
2. Criminal activity directly relating to domestic violence, dating violence, or stalking, engaged in by a member of the tenant's household, or their guest or other person under the tenant's control shall not be cause for termination of the assistance, tenancy or occupancy rights, if and only if the tenant or an immediate member of the tenant's family **is the victim or threatened victim of the abuse.**
3. Notwithstanding any restrictions of admissions, occupancy, or terminations of occupancy or assistance or any Federal, State or local law to the contrary, the HA:
 - a. May "bifurcate: a lease or
 - b. Remove a household member from a 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 tenant or lawful occupancy and who engages in criminal acts of physical violence against family members or others without penalizing the victim of such abuse.
4. A resident who claims as a defense to an eviction action that the eviction action is brought because of criminal activity directly relating to domestic violence dating violence or stalking, must provide a written certification in a form provided by the HAO. This written certification must be provided within fourteen (14) days after the HAO requests the certification in writing.
5. Nothing in this Section:
 - a. Limits the Authority from honoring court orders addressing rights of access or control of property, including civil protection orders issued to protect the victim and issued to address the distribution or possession of property amount the household members in cases where a family breaks up.
 - b. Limits the Authority from evicting a tenant for any violation of a lease not premised on the act or acts of violence in question against the tenant or a member of the tenant's household, provided the Authority does not

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- subject an individual who is or has been a victim of domestic violence, dating violence, or stalking to a more demanding standard than other tenants in determining whether to evict.
- c. Limits the Authority to terminate the tenancy of any tenant if the Authority can demonstrate an actual or imminent threat to other tenants or those employed at or providing service to the property if that tenant is not evicted.
 - d. Super cedes any provision of a Federal, State or local law that provides greater protection than this section for victims of domestic violence, dating violence or stalking.
6. All information the Authority may request to confirm domestic violence, dating violence or stalking victim status, pursuant to Federal law, shall be retained in confidence by the Authority, and shall neither be entered into any shared database nor provided to any related entity, except to the extent that disclosure is:
- a. Requested or consented to by the individual in writing.
 - b. Required for use in an eviction proceeding or;
 - c. Otherwise required by the applicable law.
- E. When the Authority must give the Resident a hearing under its Grievance Procedures, the tenancy will not terminate until the time for requesting a grievance hearing has expired or if the hearing was requested in a timely manner, the grievance procedure has been completed.
- F. Violations of the lease where the Resident is not entitled to a grievance hearing on the termination of the lease are as follows:
- 1. Criminal, or any other activity, that threatens the health, safety or right to peaceful enjoyment of the premises of other residents or employees of the Authority, or
 - 2. Any drug-related Criminal activity **ON or OFF** the premises.

10. RIGHT OF THE EVICTED RESIDENT TO EXAMINE AUTHORITY DOCUMENTS BEFORE A HEARING OR TRIAL.

- A. The Authority will provide the Resident, upon reasonable request during normal office hours, with a reasonable opportunity before an Authority hearing or court trial to examine any documents, which are in the Authority's possession and are directly relevant to termination of tenancy or eviction.
- B. Any documents copied will be at the Resident's expense. Documents may not be removed from the authority office. Charges for copying any documents will be at the prevailing rate charged other Residents and must be paid at the time the copies are provided.
- C. If the Authority does not make the documents available to the Resident for examination upon request, as provided in 9.B above, the Authority may not rely on the document at grievance proceeding.

11. GRIEVANCE PROCEDURES:

All disputes concerning the obligations of the Tenant or Authority will be resolved with the Authority Grievance Procedures.
Resident is entitled to hearing whenever he/she feels aggrieved by the Authority in conducting inspections, collecting or adjusting rents, imposing extra charges, scheduling evictions, or transfers in accordance with the duly adopted Grievance Procedure.

HOUSING AUTHORITY DWELLING LEASE

12. MODIFICATIONS OF THE LEASE

A written rider to the lease executed by both parties must accomplish modifications of the lease.

13. FEDERAL REGULATIONS

If any provisions of this lease are found to be in conflict, Federal Regulations shall prevail.

IN WITNESS WHEREOF, THE PARTIES HAVE EXECUTED THIS AGREEMENT this _____ day of _____, at the office of The Housing Authority of the City of Vandalia.

Resident: _____ Date: _____

Resident: _____ Date: _____

Resident: _____ Date: _____

Housing Authority of the City of Vandalia

By: _____ Date: _____