

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 twelve months 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.

At any time, the PHA may terminate the tenancy in accordance with Section 14 of this lease.

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 returned check fee will also be assessed (refer to "Schedule of Resident Charges"). 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 thirty (30) days after late charges are added, a

civil action is undertaken by LHA for possession of the premises. 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. The Resident shall be responsible for any payment established by agreement of, approved by, or ordered by, the Court with jurisdiction.

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 will 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.

C. Deletion of Household Members

Deletions (for any reason) from the household of members named on the lease shall be reported by the Resident who is leaving to LHA in writing, within ten (10) days of the occurrence. The Head of Household (or Co-head) will be required to sign a new 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.
- 4) Interim changes in rent may be made by the Authority if necessitated by changes in the Attached Schedule of Utility Allowances.

E. Over- Income Determination

A. If, as the result of a re-examination, the PHA determines the family has exceeded the over-income limit for 24 consecutive months, then the PHA will provide written notification of this 24-month over income determination no later than 30 days after the income examination that led to the 24-month over-income determination. The notice will state: **Select an Option** That the family has exceeded the over-income limit for 24 consecutive months.

- 1) That the PHA will terminate the family's tenancy.
- 2) The period of time before tenancy termination.
- 3) If, at any time during the consecutive 24-month period following the initial over-income determination, the PHA determines that the family's income is below the over-income limit, the family is entitled to a new 24

consecutive month period of being over-income and new notices if the PHA later determines that the family income exceeds the over-income limit.

- 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 persons with disabilities and do not need these 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" 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 assign the lease or to 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.** To use the dwelling unit solely as a private dwelling for the tenant and the tenant's household as identified in the lease, and not to use or permit its use for any other purpose.
- E.** To abide by necessary and reasonable regulations promulgated by the PHA for the benefit and well-being of the housing project and the tenants which shall be posted in the project office and incorporated by reference in the lease.
- F.** To comply with all obligations imposed upon tenants by applicable provisions of building and housing codes materially affecting health and safety.
- G.** To use only in a reasonable manner all electrical, plumbing, sanitary, heating, ventilating, air-conditioning and other facilities and appurtenances.
- H.** 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 charge imposed, in accordance with the Schedule of Resident Charges for the first time an unauthorized pet is discovered. Eviction will result from a second occurrence in accordance with the Schedule of Resident Charges.
- I.** 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.
- J.** 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.

- K. Not to bring any gasoline operated equipment or gasoline containers into my apartment.
- L. 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.
- M. Not to do anything against the law. I must not harm the social environment of the community. 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.**
- N. Not to destroy, deface, damage or remove any part of my apartment or the property. I must not let my family or visitors/guests do this.
- O. To pay reasonable charges (other than for wear and tear) for the repair of damages to the dwelling unit, or to the community (including damages to project buildings, facilities or common areas) caused by the tenant, a member of the household or a guest.
- P. 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. Unless notified otherwise, the Authority will assume the apartment is abandoned, and may remove any personal property in the apartment.
- Q. 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 wallpaper 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.

- R.** 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.
- S.** 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 ashes, garbage, rubbish, trash and other waste 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.
- T.** 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.
- U.** 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".
- V.** 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.
- W.** 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.
- X.** 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.
- Y.** 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.
- Z.** 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.

- AA.** 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.
- BB.** (i) To assure that no tenant, member of the tenant's household, or guest engages in:
- (A) **Criminal activity.**
 - (1) Any criminal activity that threatens the health, safety or right to peaceful enjoyment of the premises by other residents;
 - (2) Any drug-related criminal activity on or off the premises; or
 - (B) **Civil activity.** For any units covered by [24 CFR part 965, subpart G](#), any smoking of prohibited tobacco products in restricted areas, as defined by [24 CFR 965.653\(a\)](#), or in other outdoor areas that the PHA has designated as smoke-free.
- (ii) To assure that no other person under the tenant's control engages in:
- (A) **Criminal activity.**
 - (1) Any criminal activity that threatens the health, safety or right to peaceful enjoyment of the premises by other residents;
 - (2) Any drug-related criminal activity on the premises; or
 - (B) **Civil activity.** For any units covered by [24 CFR part 965, subpart G](#), any smoking of prohibited tobacco products in restricted areas, as defined by [24 CFR 965.653\(a\)](#), or in other outdoor areas that the PHA has designated as smoke-free.
- CC.** 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.
- DD.** To promptly (within 30 days of receipt) furnish to the Authority any letter from HUD concerning the amount or verification of family income.
- EE.** 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.
- FF.** 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.
- GG.** 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.

- HH.** To comply with the housing authority's Site and Body Camera policy.
- II.** The housing authority provides free routine monthly pest control services with a contracted Pest Management Professional and I understand that I must cooperate fully with the housing authority in eliminating pests, including 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.
- JJ.** 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, I may be subject to termination of my lease.
- KK.** I agree to designate an individual to act on my behalf in the case of my death, to remove my personal belongings from my apartment in accordance with Section III.8 of the ACOP.
- LL.** I have read and understand the housing authority procedures for placing emergency work orders.
- MM.** 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.

NN. 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.

OO. 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 and safe 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.
- G.** Supply running hot and cold water and reasonable amounts of heat at appropriate times of the year (according to local custom and usage).
- H.** 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 an informal or formal 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 formal or informal grievance hearing has expired (if a hearing was timely requested by me), and the grievance process has been completed.
 - 3) The Formal 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.
- I. To consider lease bifurcation, as provided in [24 CFR 5.2009](#), in circumstances involving domestic violence, dating violence, sexual assault, or stalking addressed in [24 CFR part 5, subpart L](#) (Protection for Victims of Domestic Violence, Dating Violence, Sexual Assault, or Stalking), provided that, if a PHA chooses to bifurcate a lease, no assistance will be given for an individual who does not meet public housing eligibility and [24 CFR 5.508\(h\)\(2\)](#) applies to submission of evidence of citizenship or eligible immigration status.

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 or disabled 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 accommodation for persons with disabilities if requested by me and approved by the housing authority. The PHA shall exempt tenants who are unable to perform such tasks because of age or disability.

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

- A. 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 hand delivered to the premises mailed or electronic copy 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.
- 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.
- 3) For work orders, I may notify the authority by phone, online or in person.

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) Serious or repeated violation of material terms of the lease, such as the following:
 - (a) Failure to make payments due under the lease;
 - (b) Failure to fulfill household obligations;
- 2) Being over the income limit for the program.

- 3) No longer meeting the restrictions on net assets and property ownership.
- 4) Other good cause. Other good cause includes, but is not limited to, the following:
 - (a) Criminal activity or alcohol abuse;
 - (b) Discovery after admission of facts that made the tenant ineligible;
 - (c) Discovery of materially false statements or fraud by the tenant in connection with an application for assistance or with reexamination of income;
 - (d) Failure of a family member to comply with community service requirements as grounds only for non-renewal of the lease and termination of tenancy at the end of the twelve-month lease term; and
 - (e) Failure to accept the PHA's offer of a lease revision to an existing lease: that is on a form adopted by the PHA; with written notice of the offer of the revision at least 60 calendar days before the lease revision is scheduled to take effect; and with the offer specifying a reasonable time limit within that period for acceptance by the family.

A. Lease termination notice.

- 1) The PHA must give written notice of lease termination of:
 - (a) 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.
 - (b) Thirty (30) days in the case of failure to pay rent and other charges; The PHA will not provide tenants with a termination notice prior to the day after the rent is due according to the lease. The PHA must not proceed with filing an eviction if the tenant pays the alleged amount of rent owed within the 30-day notification period.
 - (c) A reasonable period of time considering the seriousness of the situation (as little as 3 days but not to exceed 30 days):
 - I. If the health or safety of other residents, PHA employees, or persons residing in the immediate vicinity of the premises is threatened; or
 - II. If any member of the household has engaged in any drug-related criminal activity or violent criminal activity; or
 - III. If any member of the household has been convicted of a felony;

- (d) Thirty (30) days in any other case, except that if a State or local law allows a shorter notice period, such shorter period shall apply.
- 2) The notice of lease termination shall state specific grounds for termination, and shall inform me of my right to make such reply as I may wish and will state the date by which my reply must be received by the PHA. The notice shall also inform the tenant of the right to examine PHA documents directly relevant to the termination or eviction and to permit me to make copies at my expense. If such documents are not available to me, the PHA may not proceed with the lease termination/eviction. When the PHA is required to afford me the opportunity for a grievance hearing, the notice shall also inform me of my right to request a hearing in accordance with the PHA's grievance procedure.
 - 3) A notice to vacate which is required by State or local law may be combined with, or run concurrently with, a notice of lease termination.
 - 4) When the PHA is required to afford the tenant the opportunity for a hearing under the PHA grievance procedure for a grievance concerning the lease termination, the tenancy shall not terminate (even if any notice to vacate under State or local law has expired) until the time for the tenant to request a grievance hearing has expired, and (if a hearing was timely requested by the tenant) the grievance process has been completed.
 - 5) When the PHA is not required to afford the tenant the opportunity for a hearing under the PHA administrative grievance procedure for a grievance concerning the lease termination, and the PHA has decided to exclude such grievance from the PHA grievance procedure, the notice of lease termination shall:
 - (a) State that the tenant is not entitled to a grievance hearing on the termination.
 - (b) Specify the judicial eviction procedure to be used by the PHA for eviction of the tenant, and state that HUD has determined that this eviction procedure provides the opportunity for a hearing in court that contains the basic elements of due process as defined in HUD regulations.
 - (c) State whether the eviction is for a criminal activity or for a drug-related criminal activity.
 - (d) 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.
 - (e) Notices under this section shall run concurrent with any notice of termination as may be required by state or local law.

- (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. 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 to 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."

B. *How tenant is evicted.* The PHA may evict the tenant from the unit either:

- 1) By bringing a court action or;
- 2) By bringing an administrative action if law of the jurisdiction permits eviction by administrative action, after a due process administrative hearing, and without a court determination of the rights and liabilities of the parties. In order to evict without bringing a court action, the PHA must afford the tenant the opportunity for a pre-eviction hearing in accordance with the PHA grievance procedure.

C. *PHA termination of tenancy for criminal activity or alcohol abuse* —

- 1) ***Evicting drug criminals.***

- (a) ***Methamphetamine conviction.*** The PHA must immediately terminate the tenancy if the PHA determines that 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 crime on or off the premises.*** 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, is grounds for the PHA to terminate tenancy. The PHA may evict a family when the PHA determines that a household member is illegally using a drug or when the PHA determines that a pattern of illegal use of a drug interferes with the health, safety, or right to peaceful enjoyment of the premises by other residents.
- (c) 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.

2) ***Evicting other criminals.***

- (a) ***Threat to other residents.*** Any criminal activity by a covered person that threatens the health, safety, or right to peaceful enjoyment of the premises by other residents (including PHA management staff residing on the premises) or threatens the health, safety, or right to peaceful enjoyment of their residences by persons residing in the immediate vicinity of the premises is grounds for termination of tenancy.
- (b) ***Fugitive felon or parole violator.*** The PHA may terminate the tenancy 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.

3) ***Eviction for criminal activity.***

- (a) ***Evidence.*** The PHA may evict the tenant by judicial action for criminal activity in accordance with this section if the PHA determines that the covered person has engaged in the criminal activity, regardless of whether the covered person has been arrested or convicted for such activity and without satisfying the standard of proof used for a criminal conviction.

- (b) **Notice to Post Office.** When the PHA evicts an individual or family for criminal activity, the PHA must notify the local post office serving the dwelling unit that the individual or family is no longer residing in the unit.
- 4) **Use of criminal record.** If the PHA seeks to terminate the tenancy for criminal activity as shown by a criminal record, the PHA must notify the household of the proposed action to be based on the information and must provide the subject of the record and the tenant with a copy of the criminal record before the PHA grievance hearing or court trial concerning the termination of tenancy or eviction. The tenant must be given an opportunity to dispute the accuracy and relevance of that record in the grievance hearing or court trial.
- 5) **Cost of obtaining criminal record.** The PHA may not pass along to the tenant the costs of a criminal records check.
- 6) **Evicting alcohol abusers.** The PHA has established standards that allow termination of tenancy if the PHA determines that a household member has:
 - (a) Engaged in abuse or pattern of abuse of alcohol that threatens the health, safety, or right to peaceful enjoyment of the premises by other residents; or
 - (b) Furnished false or misleading information concerning illegal drug use, alcohol abuse, or rehabilitation of illegal drug users or alcohol abusers.
- 7) **PHA action, generally.**
 - (a) **Assessment under PHAS.** Under the Public Housing Assessment System (PHAS), PHAs that have adopted policies, implemented procedures and can document that they appropriately evict any public housing residents who engage in certain activity detrimental to the public housing community receive points. This policy takes into account the importance of eviction of such residents to public housing communities and program integrity, and the demand for assisted housing by families who will adhere to lease responsibilities.
 - (b) **Consideration of circumstances.** In a manner consistent with such policies, procedures and practices, the PHA may consider all circumstances relevant to a particular case such as the seriousness of the offending action, the extent of participation by the leaseholder in the offending action, the effects that the eviction would have on family members not involved in the offending activity and the extent to which the leaseholder has shown personal responsibility and has taken all reasonable steps to prevent or mitigate the offending action.

- (c) **Exclusion of culpable household member.** The PHA may require a tenant to exclude a household member in order to continue to reside in the assisted unit, where that household member has participated in or been culpable for action or failure to act that warrants termination.
- (d) **Consideration of rehabilitation.** In determining whether to terminate tenancy for illegal drug use or a pattern of illegal drug use by a household member who is no longer engaging in such use, or for abuse or a pattern of abuse of alcohol by a household member who is no longer engaging in such abuse, the PHA may consider whether such household member is participating in or has successfully completed a supervised drug or alcohol rehabilitation program, or has otherwise been rehabilitated successfully. For this purpose, the PHA may require the tenant to submit evidence of the household member's current participation in, or successful completion of, a supervised drug or alcohol rehabilitation program or evidence of otherwise having been rehabilitated successfully.

15. VIOLENCE AGAINST WOMEN ACT

A. VAWA protections.

1) **Notification of occupancy rights under VAWA, and certification form.**

- (a) The PHA must provide to each of its tenants the notice of occupancy rights and the certification form as described below:
 - i. A "Notice of Occupancy Rights under the Violence Against Women Act," as prescribed and in accordance with directions provided by HUD, that explains the VAWA protections, including the right to confidentiality, and any limitations on those protections; and
 - ii. A certification form, in a form approved by HUD, to be completed by the victim to document an incident of domestic violence, dating violence, sexual assault or stalking, and that:
 - a. States that the tenant is a victim of domestic violence, dating violence, sexual assault, or stalking;
 - b. States that the incident of domestic violence, dating violence, sexual assault, or stalking that is the ground for protection under this subpart meets the applicable definition for such incident; and
 - c. Includes the name of the individual who committed the domestic violence, dating violence, sexual assault, or stalking, if the name is known and safe to provide.

- (b) The notice and certification form must be provided to a tenant no later than at each of the following times:
 - I. At the time the individual is provided assistance or admission;
 - II. With any notification of eviction or notification of termination of assistance.
 - (c) The notice and the certification form must be made available in multiple languages, consistent with guidance issued by HUD in accordance with Executive Order 13166 (Improving Access to Services for Persons with Limited English Proficiency, signed August 11, 2000, and published in the Federal Register on August 16, 2000.
- 2) **Prohibited basis for denial or termination of assistance or eviction —**
- (a) **General.** A tenant assisted may not be denied admission to, denied assistance under, terminated from participation in, or evicted from the housing on the basis or as a direct result of the fact that the tenant is or has been a victim of domestic violence, dating violence, sexual assault, or stalking, if the tenant otherwise qualifies for admission, assistance, participation, or occupancy.
 - (b) **Termination on the basis of criminal activity.** A tenant in a covered housing program may not be denied tenancy or occupancy rights solely on the basis of criminal activity directly relating to domestic violence, dating violence, sexual assault, or stalking if:
 - i. The criminal activity is engaged in by a member of the household of the tenant or any guest or other person under the control of the tenant, and
 - ii. The tenant or an affiliated individual of the tenant is the victim or threatened victim of such domestic violence, dating violence, sexual assault or stalking.
- 3) **Terms of assistance.** An incident of actual or threatened domestic violence, dating violence, sexual assault, or stalking shall not be construed as:
 - (a) A serious or repeated violation of a lease by the victim or threatened victim of such incident; or
 - (b) Good cause for terminating the assistance, tenancy, or occupancy rights of the victim or threatened victim of such incident.
- 4) **Limitations of VAWA protections.**
- (a) Nothing in this section limits the authority of the PHA, when notified of a court order, to comply with a court order with respect to:

- i. 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
 - ii. The distribution or possession of property among members of a household.
 - (b) Nothing in this policy limits any available authority of the PHA 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 PHA 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 policy limits the authority of the PHA to terminate assistance to or evict a tenant under a covered housing program if the PHA can demonstrate an actual and imminent threat to other tenants or those employed at or providing service to property of the PHA 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.”
 - (d) Any eviction or termination of assistance should be utilized by the PHA only when there are no other actions that could be taken to reduce or eliminate the threat, including, but not limited to, transferring the victim to a different unit, barring the perpetrator from the property, contacting law enforcement to increase police presence or develop other plans to keep the property safe, or seeking other legal remedies to prevent the perpetrator from acting on a threat. Restrictions predicated on public safety cannot be based on stereotypes, but must be tailored to particularized concerns about individual residents.
- 5) **Emergency transfer plan.** The PHA has adopted an emergency transfer plan, no later than June 14, 2017 based on HUD's model emergency transfer plan as follows:
- (a) The emergency transfer plan provides that a tenant receiving rental assistance through, or residing in a unit who is a victim of domestic violence, dating violence, sexual assault, or stalking qualifies for an emergency transfer if:
 - i. The tenant expressly requests the transfer; and

- a. The tenant reasonably believes there is a threat of imminent harm from further violence if the tenant remains within the same dwelling unit that the tenant is currently occupying; or
 - b. In the case of a tenant who is a victim of sexual assault, either the tenant reasonably believes there is a threat of imminent harm from further violence if the tenant remains within the same dwelling unit that the tenant is currently occupying, or the sexual assault occurred on the premises during the 90-calendar-day period preceding the date of the request for transfer.
- (b) The emergency transfer plan details the measure of any priority given to tenants who qualify for an emergency transfer under VAWA in relation to other categories of tenants seeking transfers and individuals seeking placement on waiting lists.
 - (c) The emergency transfer plan incorporates strict confidentiality measures to ensure that the PHA does not disclose the location of the dwelling unit of the tenant to a person who committed or threatened to commit an act of domestic violence, dating violence, sexual assault, or stalking against the tenant.
 - (d) The emergency transfer plan allows a tenant to make an internal emergency transfer under VAWA when a safe unit is immediately available.
 - (e) The emergency transfer plan describes policies for assisting a tenant in making an internal emergency transfer under VAWA when a safe unit is not immediately available, and these policies must ensure that requests for internal emergency transfers under VAWA receive, at a minimum, any applicable additional priority that housing providers may already provide to other types of emergency transfer requests.
 - (f) The emergency transfer plan describes reasonable efforts the PHA will take to assist a tenant who wishes to make an external emergency transfer when a safe unit is not immediately available. The plan includes policies for assisting a tenant who is seeking an external emergency transfer under VAWA out of the PHA's program or project, and a tenant who is seeking an external emergency transfer under VAWA into the PHA's program or project. These policies may include:
 - i. Arrangements, including memoranda of understanding, with other PHAs to facilitate moves; and
 - ii. Outreach activities to organizations that assist or provide resources to victims of domestic violence, dating violence, sexual assault, or stalking.

- (g) Nothing may preclude a tenant from seeking an internal emergency transfer and an external emergency transfer concurrently if a safe unit is not immediately available.
- (h) The emergency transfer plan may require documentation from a tenant seeking an emergency transfer, provided that:
 - i. The tenant's submission of a written request to the PHA, where the tenant certifies that they meet the criteria of this policy, shall be sufficient documentation of the requirements;
 - ii. The PHA may, at its discretion, ask an individual seeking an emergency transfer to document the occurrence of domestic violence, dating violence, sexual assault, or stalking, for which the individual is seeking the emergency transfer, if the individual has not already provided documentation of that occurrence; and
 - iii. No other documentation is required to qualify the tenant for an emergency transfer.
- (i) The PHA must make its emergency transfer plan available upon request and, when feasible, must make its plan publicly available.
- (j) The PHA must keep a record of all emergency transfers requested under its emergency transfer plan, and the outcomes of such requests, and retain these records for a period of three years, or for a period of time as specified in program regulations. Requests and outcomes of such requests must be reported to HUD annually.
- (k) Nothing in this policy may be construed to supersede any eligibility or other occupancy requirements that may apply under a covered housing program.

B. Documenting the occurrence of domestic violence, dating violence, sexual assault, or stalking

1) *Request for documentation.*

- (a) If a tenant represents to the PHA that the individual is a victim of domestic violence, dating violence, sexual assault, or stalking entitled to the protections, or remedies, the PHA may request, in writing, that the tenant submit to the PHA the documentation specified in this policy.
- (b) If a tenant does not provide the documentation requested within 14 business days after the date that the tenant receives a request in writing for such documentation from the PHA, nothing in this policy, which addresses the protections of VAWA, may be construed to limit the authority of the PHA to:

- i. Terminate the participation of the tenant in the covered housing program; or
- ii. Evict the tenant, or a lawful occupant that commits a violation of a lease.
 - a. The PHA may, at its discretion, extend the 14-business-day deadline.

2) ***Permissible documentation and submission requirements.***

(a) In response to a written request to the tenant from the PHA, the tenant may submit, as documentation of the occurrence of domestic violence, dating violence, sexual assault, or stalking, any one of the following forms of documentation, where it is at the discretion of the tenant which one of the following forms of documentation to submit:

- i. The certification form described in [§ 5.2005\(a\)\(1\)\(ii\)](#); or
- ii. A document:
 - a. Signed by an employee, agent, or volunteer of a victim service provider, an attorney, or medical professional, or a mental health professional (collectively, “professional”) from whom the victim has sought assistance relating to domestic violence, dating violence, sexual assault, or stalking, or the effects of abuse;
 - b. Signed by the tenant; and
 - c. That specifies, under penalty of perjury, that the professional believes in the occurrence of the incident of domestic violence, dating violence, sexual assault, or stalking that is the ground for protection and remedies under this subpart, and that the incident meets the applicable definition of domestic violence, dating violence, sexual assault, or stalking under [§ 5.2003](#); or
- iii. A record of a Federal, State, tribal, territorial or local law enforcement agency, court, or administrative agency; or
- iv. At the discretion of the PHA, a statement or other evidence provided by the tenant.

(b) If the PHA receives documentation that contains conflicting information (including certification forms from two or more members of a household each claiming to be a victim and naming one or more of the other petitioning household members as the perpetrator), the PHA may require an applicant or tenant to submit third-party documentation within 30 calendar days of the date of the request for the third-party documentation.

- (c) Nothing in this policy shall be construed to require the PHA to request that an individual submit documentation of the status of the individual as a victim of domestic violence, dating violence, sexual assault, or stalking.
- 3) **Confidentiality.** Any information submitted to the PHA under this section, including the fact that an individual is a victim of domestic violence, dating violence, sexual assault, or stalking (confidential information), shall be maintained in strict confidence by the PHA.
- (a) The PHA shall not allow any individual administering assistance on behalf of the PHA or any persons within their employ (e.g., contractors) or in the employ of the PHA to have access to confidential information unless explicitly authorized by the PHA for reasons that specifically call for these individuals to have access to this information under applicable Federal, State, or local law.
- (b) The PHA shall not enter confidential information into any shared database or disclose such information to any other entity or individual, except to the extent that the disclosure is:
- i. Requested or consented to in writing by the individual in a time-limited release
 - ii. Required for use in an eviction proceeding or hearing regarding termination of assistance from the covered program; or
 - iii. Otherwise required by applicable law.
- 1) The PHA's compliance with the protections of [§§ 5.2005](#) and [5.2009](#), based on documentation received under this section shall not be sufficient to constitute evidence of an unreasonable act or omission by the PHA.

C. Remedies available to victims of domestic violence, dating violence, sexual assault, or stalking

1) ***Lease bifurcation.***

- (a) The PHA may bifurcate the lease, or remove a household member from the lease in order to evict, remove, terminate occupancy rights, or terminate assistance to such member who engages in criminal activity directly relating to domestic violence, dating violence, sexual assault, or stalking against an affiliated individual or other individual:
- i. Without regard to whether the household member is a signatory to the lease; and
 - ii. Without evicting, removing, terminating assistance to, or otherwise penalizing a victim of such criminal activity who is also a tenant or lawful occupant.

- 2) A lease bifurcation shall be carried out in accordance with any requirements or procedures as may be prescribed by Federal, State, or local law for termination of assistance or leases and in accordance with any requirements under the public housing program.

D. Reasonable time to establish eligibility for assistance or find alternative housing following bifurcation of a lease —

- 1) **Applicability.** The reasonable time to find alternative housing is specified in this policy.
- 2) **Reasonable time to establish eligibility assistance or find alternative housing.**
 - (a) If the PHA exercises the option to bifurcate a lease and the individual who was evicted or for whom assistance was terminated was the eligible tenant under the public housing program, the PHA shall provide to any remaining tenant or tenants that were not already eligible a period of 90 calendar days from the date of bifurcation of the lease to:
 - i. Establish eligibility for the program under which the evicted or terminated tenant was the recipient of assistance at the time of bifurcation of the lease; or
 - ii. Establish eligibility under another covered housing program; or
 - iii. Find alternative housing.

E. VAWA Definitions

- 1) **Actual and imminent threat:** A physical danger that is real, would occur within an immediate time frame, and could result in death or serious bodily harm. In determining whether an individual would pose an actual and imminent threat, the factors to be considered include: The duration of the risk, the nature and severity of the potential harm, the likelihood that the potential harm will occur, and the length of time before the potential harm would occur.
- 2) **Affiliated individual:** with respect to an individual, means:
 - (a) A spouse, parent, brother, sister, or child of that individual, or a person to whom that individual stands in the place of a parent or guardian (for example, the affiliated individual is a person in the care, custody, or control of that individual); or
 - (b) Any individual, tenant, or lawful occupant living in the household of that individual.
- 3) **Bifurcate:** To divide a lease as a matter of law, subject to the permissibility of such process under the requirements of the applicable HUD-covered program and State or local law, such that certain tenants or

lawful occupants can be evicted or removed and the remaining tenants or lawful occupants can continue to reside in the unit under the same lease requirements or as may be revised depending upon the eligibility for continued occupancy of the remaining tenants and lawful occupants.

- 4) Dating violence:** Violence committed by a person:
- (a) Who is or has been in a social relationship of a romantic or intimate nature with the victim; and
 - (b) Where the existence of such a relationship shall be determined based on a consideration of the following factors:
 - i. The length of the relationship;
 - ii. The type of relationship; and
 - iii. The frequency of interaction between the persons involved in the relationship.
- 5) Domestic violence:** Includes felony or misdemeanor crimes of violence committed by a current or former spouse or intimate partner of the victim, by a person with whom the victim shares a child in common, by a person who is cohabitating with or has cohabitated with the victim as a spouse or intimate partner, by a person similarly situated to a spouse of the victim under the domestic or family violence laws of the jurisdiction receiving grant monies, or by any other person against an adult or youth victim who is protected from that person's acts under the domestic or family violence laws of the jurisdiction. The term "spouse or intimate partner of the victim" includes a person who is or has been in a social relationship of a romantic or intimate nature with the victim, as determined by the length of the relationship, the type of the relationship, and the frequency of interaction between the persons involved in the relationship.
- 6) Sexual assault:** Any nonconsensual sexual act proscribed by Federal, tribal, or State law, including when the victim lacks capacity to consent.
- 7) Stalking:** Engaging in a course of conduct directed at a specific person that would cause a reasonable person to:
- (a) Fear for the person's individual safety or the safety of others; or
 - (b) Suffer substantial emotional distress.
- 8) VAWA:** The Violence Against Women Act of 1994, as amended (42 U.S.C. 13925 and 42 U.S.C. 14043e et seq.).

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 _____

17. ACCOMMODATION OF PERSONS WITH DISABILITIES

A. It shall be the policy of the Authority to provide reasonable accommodations to the extent necessary to provide persons with disabilities, as defined by 24 CFR Part 8.3, with the opportunity to use and occupancy of the apartment equal to a non-disabled 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

- A. 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

- A. 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

- A. 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.
- B. 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.
- C. 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

- D. 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.
- E. The notice shall also include a telephone number and a mailing address at which the authority may be contacted.
- F. 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.
- G. 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. DEFINITIONS

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

22. 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 _____	Resident _____
For the Authority _____	Title: _____

Attachments:

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