

Memphis Housing Authority
RESIDENTIAL LEASE AGREEMENT

THIS LEASE IS IN TWO PARTS:

Part I is the lease contract. The resident executes this and Memphis Housing Authority includes Part II Terms and Conditions (by reference) and the following information specific to each family's circumstances:

- Identification of all members of the Tenant household by relationship to the Head of the Household, their social security numbers and dates of birth (DOB);
- Unit address, occupancy date, and unit number;
- Pro-rated and total monthly rent amount, security deposit required, pro-rated and total monthly utility allowance provided (if any), pro-rated and full monthly utility reimbursement (if any), and the amount of any other charges due under the lease;
- Utilities and appliances provided by Memphis Housing Authority with the unit;
- All pamphlets or informational materials provided to Tenant;
- Signature line for the parties to the lease (all adult members of the Tenant household must sign the lease);

Part II establishes the Terms and Conditions of the lease. These apply to all residents.

PART I of the RESIDENTIAL LEASE AGREEMENT:

Memphis Housing Authority

THIS AGREEMENT is executed between Memphis Housing Authority of (herein called "MHA"), and _____ (herein called the "Tenant"), and becomes effective as of this date: _____

(1) **Unit:** That the PHA, relying upon the representations of Tenant as to Tenant's income, household composition and housing need, leases to Tenant, (upon Terms and Conditions set forth in Part II of this Lease agreement) the dwelling unit LOCATED at Development _____ (and hereinafter called the "premises") to be occupied exclusively as a private residence by Tenant and household. The Tenant ADDRESS is: _____.

(2) **Household Composition:** The Tenant's household is composed of the individuals listed below. (Other than the Head or Spouse) each household member should be listed by age, oldest to youngest. All members of the household over age 18 shall execute the lease.

Name	Relationship	Age	Birthdate
1.	Head		/ /
2			/ /
3			/ /
4			/ /
5			/ /
6			/ /
7			/ /
8			/ /

(3) **Term:** The term of this lease shall be twelve (12) calendar months, renewed as stipulated in Part II of the Lease.

(4) **Rent:** Initial rent (prorated for partial month) shall be \$____.____ and, if applicable, the Tenant shall receive the benefit of \$____ from the MHA for Utility Reimbursement (for partial month) paid to the Tenant for the period beginning __/__/__ and ending at midnight on __/__/__.

Thereafter, rent in the amount of \$____.____ per month shall be payable in advance on the first day of each month and shall be delinquent after the 5th business day of said month. A utility reimbursement of \$____ per month (if applicable) shall be paid to the Tenant by the MHA.

(5) Utilities and Appliances: MHA-Supplied Utilities

If indicated by an (X) below, MHA provides the indicated utility as part of the rent for the premises: () Electricity () Natural Gas () Heating Fuel ()

Other: _____

If indicated by an (X) below, MHA shall provide the following appliances for the premises: () Cooking Range () Refrigerator

() Other: _____

(6) Utilities Allowances: Tenant-Paid Utilities

If indicated by an (X) below, MHA shall provide Tenant with a Utility Allowance in the monthly amount totaling \$_____ for the following utilities to be paid directly by the Tenant to the Utility supplier: () Electricity () Gas () Heat () Water () Sewerage

(7) Security Deposit: Tenant agrees to pay \$_____ as a security deposit. See Part II of this lease for information on treatment of the Security Deposit.

Execution: By Tenant's signature below, Tenant and household agree to the terms and conditions of Part I and II of this lease and all additional documents made a part of the lease by reference.

By the signature(s) below I/we also acknowledge that the Provisions of Part II of this Lease Agreement have been received and thoroughly explained to me/us.

TENANT: _____ DATE _____

CO-TENANT: _____ DATE _____

CO-TENANT: _____ DATE _____

CO-TENANT: _____ DATE _____

MANAGER: _____ DATE _____

TENANT'S CERTIFICATION

I, _____ hereby certify that I, and other members of my Household, have not committed any fraud in connection with any federal housing assistance program, unless such fraud was fully disclosed to MHA before execution of the lease, or before MHA's approval for occupancy of the unit by the Household member.

I further certify that all information or documentation submitted by myself or other Household members to MHA in connection with any federal housing assistance program (before and during the lease term) are true and complete to the best of my knowledge and belief.

Tenant's Signature

Date

ATTACHMENTS:

If indicated by an (X) below, MHA has provided the tenant with the following attachments and information:

- | | |
|---|--|
| <input type="checkbox"/> Part II of this Lease | <input type="checkbox"/> Bed Bug Policy |
| <input type="checkbox"/> Housekeeping Standards | <input type="checkbox"/> Non-Smoking Policy |
| <input type="checkbox"/> Standard Maintenance Charges | <input type="checkbox"/> Pet Policy |
| <input type="checkbox"/> Watch Out for Lead Paint Poisoning | <input type="checkbox"/> Grievance Procedure |
| <input type="checkbox"/> Admissions and Continued Occupancy Policy (ACOP) | |
| <input type="checkbox"/> Other: _____ | |

STATEMENT ON RECEIPT OF INFORMATION

I/We have received a copy of the above information including "The Danger of Lead Poisoning to Homeowners" and "The Danger of Lead Poisoning to Renter." The above information has been thoroughly explained to me/us. I/We understand the possibility that lead-based paint may or may not exist in the unit.

Tenant's Signature

Date

OFFICE ADDRESS: _____

HOURS: _____

TELEPHONE NUMBER: _____

FOR AFTER HOURS EMERGENCIES, PLEASE CONTACT THE OFFICE

NO SMOKING POLICY ADDENDUM

Smoke Free/No Smoking

The ultimate objective is to have a smoke free facility, while at the same time respecting the rights of residents who are smokers. Out of concern for the effects that second-hand smoke has on those with respiratory or other health related conditions, Memphis Housing Authority has adopted a smoke free policy.

Regulations of Smoking Indoors:

Smoking shall be prohibited in all enclosed areas of development. This includes, but is not limited to, the community building, all common areas, individual apartments, hallways, stairs, elevators, restrooms, and any other enclosed areas.

Regulation of Smoking Outdoors:

Notwithstanding the above prohibition on smoking in enclosed areas, MHA also prohibits smoking in all outdoor areas, including decks and patios, except in the designated smoking area. This area is physically accessible to all residents and located 25 feet away from any building to ensure that tobacco smoke does not enter the enclosed areas of the development.

Residents and guests can use the outdoor designated smoking area at any time but must not infringe on any resident's right to the quiet enjoyment of their apartment.

No Smoking Policy Agreement:

I understand that MHA has a Smoke Free Policy that prohibits smoking in any of the common areas, within any enclosed areas of the complex including individual apartments, decks, and patios of the complex. I also understand that there is a designated smoking area that MHA residents and guests who smoke may use. A violation of this Agreement may result in a lease termination.

I have received and read a copy of the MHA Smoke Free Policy and agree to abide by its provisions.

Applicant/Resident Signature

Date

Spouse or Co-Head Signature

Date

Another Adult (18 & older) Signature

Date

Authorized Agent of MHA

Date

Evacuation Assistance Form

Voluntary Self-Identification

If you have a disability which may impede your ability to evacuate in the event of an emergency Memphis Housing Authority would like to work with you to create personalized evacuation plans for the locations in which you live.

Please complete this form. The information you share during this process will be kept confidential and used only by Memphis Housing Authority, the Department of Public Safety and local police and fire officials responding to a building emergency.

In the event of an emergency evacuation, we ask that you go to the nearest area of rescue assistance, if possible, and press the emergency alarm button. This will inform emergency officials of your location.

If you no longer require assistance or your assistance needs change, please submit an updated form at your earliest convenience.

Name: _____

Phone Number: _____

Apartment Number: _____

Reason for needed assistance: _____

Type of Assistance Needed: _____

If this is a temporary request, please provide a date when assistance will no longer be needed.

**PART II of the RESIDENTIAL LEASE AGREEMENT: TERMS AND
CONDITIONS**

Memphis Housing Authority

THIS LEASE AGREEMENT (called the "Lease") is between Memphis Housing Authority and the Tenant named in Part I of this lease (called "Tenant").

- (a) **Description of the Parties and Premises:** MHA, using verified data about income, family composition, and needs, leases to the Tenant the property (called "premises" or "dwelling unit") described in Part I of this Lease Agreement, subject to the terms and conditions contained in this lease.
- (b) Premises must be used only as a private residence, solely for the Tenant and the household members named on Part I of the Lease. MHA may, by prior written approval, consent to the Tenant's use of the unit for legal profit-making activities incidental to the residential use subject to MHA's policy on such activities.
- (c) Any additions to the household members named on the lease, including Live-in Aides and foster children, **but excluding natural births**, require the advance written approval of MHA. Such approval will be granted only if the new family members pass MHA's screening criteria, and a unit of the appropriate size is available. Permission to add Live-in Aides and foster children shall not be unreasonably refused.

The tenant agrees to wait for MHA's approval before allowing additional persons to move into the Premises. Failure on the part of the Tenant to comply with this provision is a severe violation of the material terms of the lease, for which MHA may terminate the lease in accordance with Section XIII.

- (d) Deletions (for any reason) from the household members named on the lease shall be reported by the Tenant to MHA in writing within 10 days of the occurrence.

I. Lease and Amount of Rent

- (a) Unless otherwise modified or terminated in accordance with Section XIII, this Lease shall automatically be renewed for successive terms.
- (b) The rent amount is stated in Part I of this Lease. Rent shall remain in effect unless adjusted by MHA in accordance with Section VI herein. The amount of the Total Tenant Payment and Tenant Rent shall be determined by MHA in compliance with HUD regulations and requirements and in accordance with MHA's Admissions and Continued Occupancy Policy.
- (c) **Rent is DUE and PAYABLE in advance on the first day of each month and shall be considered delinquent after the fifth business day of the month.** Rent may include utilities as described in Section V below and includes all maintenance services due to normal wear and tear.
- (d) When MHA makes any change in the amount of Total Tenant Payment or Tenant Rent, MHA shall give written notice to the Tenant. The notice shall state

the new amount and the date from which the new amount is applicable. Rent redeterminations are subject to the Administrative Grievance Procedure. The notice shall also state that the Tenant may ask for an explanation of how the amount is computed by MHA. If Tenant asks for an explanation, MHA shall respond in a reasonable time.

II. Other Charges

In addition to rent, the Tenant is responsible for the payment of certain other charges specified in this lease. The type(s) and amounts of other charges are specified in Part I of this Lease Agreement. Other charges can include:

- (a) Maintenance costs -- The cost for services or repairs due to intentional or negligent damage to the dwelling unit, common areas, or grounds beyond normal wear and tear caused by Tenant, household members, or guests. When MHA determines that needed maintenance is not caused by normal wear and tear, the Tenant shall be charged for the cost of such service, either in accordance with the Schedule of Maintenance Charges posted by MHA or (for work not listed on the Schedule of Maintenance Charges) based on the actual cost to MHA for the labor and materials needed to complete the work. If overtime work is required, overtime rates shall be charged.
- (b) Late Charges -- A charge of 10% of monthly rent amount for rent paid after the fifth business day of the month. MHA shall provide written notice of the amount of any charge in addition to Tenant Rent and when the charge is due. Charges in addition to rent are due no sooner than two weeks after the Tenant receives MHA's written notice of the charge.

III. Payment Location

Rent and other charges can be paid at the Main Office located at the Development specified in Part I of this Residential Lease. However, if needed as a reasonable accommodation, MHA shall make other arrangements for payment of rent. MHA will not accept cash.

IV. Security Deposit

- (a) Tenant Responsibilities: Tenant agrees to pay an amount equal to \$100.00- or one-month's Total Tenant Payment, whichever is greater. The dollar amount of the security deposit is noted in Part I of this Residential Lease.
- (b) Authority's Responsibilities: MHA will use the Security Deposit at the termination of this Lease:
 - 1. To pay the cost of any rent or any other charges owed by Tenant at the termination of this lease.
 - 2. To reimburse the cost of repairing any intentional or negligent damages to the dwelling unit caused by the Tenant, household members, or guests.
- (c) MHA shall not charge a higher security deposit for tenants with disabilities who use wheelchairs and/or have service or companion animals necessary as a reasonable accommodation.

The Security Deposit may not be used to pay rent or other charges while the Tenant occupies the dwelling unit. No refund of the Security Deposit will be made until Tenant has vacated and the dwelling unit has been inspected by MHA.

The return of a security deposit shall occur within 30 days after the Tenant moves out. MHA agrees to return the Security Deposit plus accrued interest (subject to applicable laws), if any, to the Tenant when he/she vacates, less any deductions for any costs indicated above, so long as the Tenant furnishes MHA with a forwarding address. If any deductions are made, MHA will furnish the Tenant with a written statement of any such costs for damages and/or other charges deducted from the Security Deposit.

v. Utilities and Appliances

- (a) **Authority-Supplied Utilities:** If indicated by an (X) on Part I of the Lease Agreement, MHA will supply the indicated utility: electricity, natural gas, heating fuel, water, sewer service. MHA will not be liable for the failure to supply utility service for any cause whatsoever beyond its control.

If indicated by an (X) on Part I of the Lease Agreement, MHA will provide a cooking range and refrigerator. Other major electrical appliances, air conditioners, freezers, extra refrigerators, washers, dryers, etc., may be installed and operated only with the written approval of MHA.

- (b) **Tenant-paid Utilities:** If the Tenant resides in a development where MHA does not supply electricity, natural gas, or heating fuel, an Allowance for Utilities shall be established, appropriate for the size and type of dwelling unit for utilities. The tenant pays directly to the utility supplier. The Total Tenant Payment less the Allowance for Utilities equals Tenant Rent. If the Allowance for Utilities exceeds the Total Tenant Payment, MHA will pay a Utility Reimbursement to the utility supplier or Tenant each month.

MHA may change the Allowance at any time during the term of the lease and shall give the Tenant 60 days' written notice of the revised Allowance along with any resultant changes in Tenant Rent or Utility Reimbursement.

If Tenant's actual utility bill exceeds the Allowance for Utilities, the Tenant shall be responsible for paying the actual bill to the supplier. If Tenant's actual utility bill is LESS than the Allowance for Utilities, the Tenant shall receive the benefit of such saving.

- (c) **Tenant Responsibilities:** The tenant agrees not to waste the utilities provided by MHA and to comply with any applicable law, regulation, or guideline of any governmental entity regulating utilities or fuels.

The tenant also agrees to abide by any local ordinance or House rules restricting or prohibiting the use of space heaters in multi-dwelling units.

VI. Terms and Conditions

The following terms and conditions of occupancy are made a part of the Lease.

- (a) **Use and Occupancy of Dwelling:** Tenant shall have the right to exclusive use and occupancy of the dwelling unit for Tenant and other household members

listed on the lease. With the prior written consent of MHA, members of the household may engage in legal profitmaking activities in the dwelling unit incidental to the residential use.

This provision permits accommodation of Tenant's guests or visitors for a period not exceeding fourteen (14) days each year. Permission may be granted, upon written request to the Manager, for an extension of this provision. Ability to comply with Lease terms: If, during the term of this Lease, the Tenant, because of physical or mental impairment, is no longer able to comply with the material provisions of this lease and cannot make arrangements for someone to aid him/her in complying with the lease, and MHA cannot make any reasonable accommodation that would enable Tenant to comply with the lease; THEN, MHA will assist Tenant, or designated member(s) of Tenant's family, to find more suitable housing and move Tenant from the dwelling unit. If there are no family members who can or will take responsibility for moving the Tenant, MHA will work with appropriate agencies to secure suitable housing and will terminate the Lease in accordance with Section XIII of this lease.

At the time of admission, all Tenants must identify the family member(s) to be contacted if they become unable to comply with lease terms.

(b) Redetermination of Rent, Dwelling Size, and Eligibility. The rent amount as fixed in Part I of the Lease Agreement is due each month until changed as described below.

- (1) The status of each family is to be re-examined at least once a year.
- (2) Tenant promises to supply MHA, when requested, with accurate information about family composition, age of family members, income and source of income of all family members, assets, and related information necessary to determine eligibility, annual income, adjusted income, and rent.

Failure to supply such information when requested is a serious violation of the terms of the lease, and MHA may terminate the lease.

All information must be verified. The tenant agrees to comply with MHA's requests for verification by signing releases for third-party sources, presenting documents for review, or providing other suitable forms of verification.

MHA shall give Tenant reasonable notice of what actions Tenant must take and of the date by which any such action must be taken for compliance under this section. This information will be used by MHA to decide whether the amount of the rent should be changed, and whether the dwelling size is still appropriate for the Tenant's needs.

This determination will be made in accordance with the Admissions and Continued Occupancy Policy, which is publicly posted in the Development's Office. A copy of the policies can be furnished on request to the person making the request.

- (a) Rent will not change during the period between regular re-examinations, UNLESS during such period:
 - (b) A person with income joins the household.
 - (c) Tenant can verify a change in his/her circumstances (such as a decline in or loss of income) that would justify a reduction in rent.
 - (d) If a reduction is granted, the Tenant must report subsequent increases in income within 30 days of the occurrence until the next scheduled re-examination. (Failure to report within the 30 days may result in a retroactive rent charge.)
 - (e) It is found that the Tenant has misrepresented the facts upon which the rent is based so that the rent Tenant is paying is less than the rent that he/she should have been charged. MHA then may apply an increase in rent retroactive to the first of the month following the month in which the misrepresentation occurred.
 - (f) Rent formulas or procedures are changed by Federal law or regulation.
- (3) All changes in family composition must be reported to the Site Manager within 10 days of the occurrence. Failure to report within the 10 days may result in a retroactive rent charge.
- (4) This Lease will NOT be revised to permit a change of family composition resulting from a request to allow adult children to move back into the unit. An exception will be made if it is determined that the move-in of a single adult child is essential for the mental or physical health of the Tenant.
- (c) Rent Adjustments: The tenant will be notified in writing of any rent adjustment due to the situations described above. All notices will state the effective date of the rent adjustment.
- (1) In the case of a rent decrease, the adjustment will become effective on the first day of the month following the reported change in circumstances or change in Federal law or regulations, provided the Tenant reported the change in a timely manner, as specified above (when change is based on new circumstances).
 - (2) In the case of a rent increase, when an increase in income occurs after a prior rent reduction and is reported within 30 days of the occurrence, the increase will become effective the first day of the 2nd month following the month in which the change was reported.
 - (3) In the case of a rent increase due to a change in federal law or regulations, the increase will become effective the first day of the second month following the month that MHA notifies the tenant of the law or regulatory change.
 - (4) In the case of a rent increase due to misrepresentation, failure to report a change in family composition, or failure to report an increase in income

(after a reduction in rent per the fixed rent policy), MHA shall apply the increase in rent retroactive to the first of the month following the month in which the misrepresentation occurred.

- (d) Transfers
- (1) Tenant agrees that if MHA determines that the size or design of the dwelling unit is no longer appropriate to Tenant's needs, MHA shall send Tenant written notice. The tenant further agrees to accept a new lease for a different dwelling unit of the appropriate size or design.
 - (2) MHA may move a Tenant into another unit if it is determined necessary to rehabilitate or demolish Tenant's unit.
 - (3) If a tenant makes a written request for special unit features in support of a documented disability, MHA shall modify Tenant's existing unit. If the cost and extent of the modifications needed are tantamount to those required for a fully accessible unit, MHA may transfer the Tenant to another unit with the features requested at MHA's expense.
 - (4) A tenant without disabilities who is housed in an accessible or adaptable unit must transfer to a unit without such features should a Tenant with disabilities need the unit (at MHA's expense).
 - (5) In the case of involuntary transfers, Tenant shall be required to move into the dwelling unit made available by MHA. Tenant shall be given 15 days' time in which to move following delivery of a transfer notice. If Tenant refuses to move, MHA may terminate the Lease.
 - (6) Involuntary transfers are subject to the Grievance Procedure, and no such transfers may be made until either the time to request a Grievance has expired or the procedure has been completed.
 - (7) MHA will consider any Tenant requests for transfers in accordance with the transfer priorities established in the Admissions and Continued Occupancy Policies.

VII. Authority Obligations:

MHA shall be obligated:

- (a) To maintain the dwelling unit and the project in decent, safe and sanitary condition;
- (b) To comply with the requirements of applicable building codes, housing codes, and HUD regulations materially affecting health and safety;
- (c) To make necessary repairs to the dwelling unit;
- (d) To keep project building, facilities, and common areas, not otherwise assigned to Tenant for maintenance and upkeep, in a clean and safe condition;
- (e) To maintain in good and safe working order and condition electrical, plumbing, sanitary, heating, ventilating, and other facilities and appliances, including elevators supplied or required to be supplied by MHA;

- (f) To provide and maintain appropriate receptacles and facilities (except container for the exclusive use of an individual tenant family) for the deposit of garbage, rubbish, and other waste removed from the premise by Tenant as required by this Lease, and to provide disposal service for garbage, rubbish and other solid waste;
- (g) To supply running water and reasonable amounts of hot water and reasonable amount of heat at appropriate times of the year according to local custom and usage; EXCEPT where the building that includes the dwelling unit is not required by law to be equipped for that purpose, or where heat or hot water is generated by an installation within the exclusive control of Tenant and supplied by a direct utility connection;
- (h) To notify Tenant of the specific grounds for any proposed adverse action by MHA. (Such adverse action includes, but is not limited to, a proposed lease termination, transfer of Tenant to another unit, or imposition of charges for maintenance and repair, or for excess consumption of utilities.) When MHA is required to afford Tenant the opportunity for a hearing under MHA's grievance procedure for a grievance concerning a proposed adverse action:
 - (1) The Notice of the proposed adverse action shall inform Tenant of the right to request such hearing. In the case of lease termination, a notice of lease termination that complies with 24 CFR 966.4(1)(3) shall constitute adequate notice of proposed adverse action.
 - (2) In the case of a proposed adverse action other than a proposed lease termination, MHA shall not take the proposed action until time to request such a hearing has expired and (if hearing was timely requested) the grievance process has been completed.
- (i) Reasonable Accommodations for Residents with Disabilities:

Housing providers must make reasonable accommodations in, lease and other policy requirements when requested by a qualified resident with disabilities. The concept of reasonable accommodation involves helping a resident meet essential lease requirements; it does not require the lowering or waiving of essential requirements. Accommodations are not reasonable if they require a fundamental alteration in the nature of the program or impose undue financial and administrative burdens on the housing provider.

VIII. Tenant's Obligations

Tenant shall be obligated:

- (a) Not to assign the Lease, nor sublease the dwelling unit.
 - (1) Not to give accommodation to boarders or lodgers;
 - (2) Not to give accommodation to long term guests (more than 14 days) without the advance written consent of MHA;
 - (3) Not to allow any person who is under an MHA 'No Trespass or Authorization of Agency' notice, lease termination or evicted;

- (4) Abide by MHA's Authorization of Agency policy listed in the ACOP.
- (b) To use the dwelling unit solely as a private dwelling for Tenant and Tenant's household as identified in PART I of the Lease, and not to use or permit its use for any other purpose.
- This provision does not exclude the care of foster children or live-in care of a member of Tenant's family, provided the accommodation of such persons conforms to MHA's Occupancy standards, and so long as MHA has granted prior written approval for the foster child(ren), or live-in aide to reside in the unit.
- To abide by necessary and reasonable regulations promulgated by MHA for the benefit and well-being of the housing project and Tenants. These regulations shall be posted in a conspicuous manner in the project office and incorporated by reference in this Lease. Violation of such regulations constitutes a violation of the Lease.
- (c) To comply with the requirements of applicable state and local building or housing codes, materially affecting health and/or safety of Tenant and household.
- (d) To keep the dwelling unit and other such areas as may be assigned to Tenant for exclusive use in a clean and safe condition. This includes keeping front and rear entrances and walkways for the exclusive use of Tenant, free from hazards and trash and keeping the yard free of debris and litter. Exceptions to this requirement may be made for Tenants who have no household members able to perform such tasks because of age or disability.
- (e) To dispose of all garbage, rubbish, and other waste from the dwelling unit in a sanitary and safe manner only in containers approved or provided by MHA.
- (f) To refrain from, and cause members of Tenant's household or guest to refrain from, littering or leaving trash and debris in common areas.
- (g) To use only in reasonable manner all electrical, sanitary, heating, ventilating, air-conditioning, and other facilities, and appurtenances including elevators.
- (h) To refrain from, and to cause household and guests to refrain from destroying, defacing, damaging, or removing any part of dwelling unit or project.
- (i) To pay reasonable charges (other than for normal wear and tear) for the repair of damages to the dwelling unit, project buildings, facilities, or common areas caused by Tenant, household members or guests.
- (j) To act, and cause household members or guests to act in a manner that will:
- (1) Not disturb other residents' peaceful enjoyment of their accommodations; and
 - (2) Be conducive to maintaining all MHA projects in a decent, safe, and sanitary condition.
 - (3) Comply with MHA's Non-Smoking policy.
- (k) To assure that Tenant, any member of the household, a guest, or another person under Tenant's control, shall not engage in:

- (1) Any criminal activity that threatens the health, safety, or right to peaceful enjoyment of MHA's public housing premises by other residents or employees of MHA, or;
 - (2) Any drug-related criminal activity on or off the premises. Any criminal activity in violation of the preceding sentence shall be cause for termination of tenancy, and for eviction from the unit. (For the purposes of this lease, the term drug-related criminal activity means the illegal possession, manufacture, sale, distribution, use or possession with intent to manufacture, sell, distribute, or use, of a controlled substance as defined in Section 102 of the Controlled Substances Act
- (l) To make no alterations or repairs or redecorations to the interior of the dwelling unit or to the equipment, nor to install additional equipment or major appliances without written consent of MHA. To make no changes to locks or install new locks on exterior doors without MHA's written approval. To use no nails, tacks, screws, brackets, or fasteners on any part of the dwelling unit (a reasonable number of picture hangers excepted) without authorization by MHA.
 - (m) To give prompt prior notice to MHA, in accordance with Section XII hereof, of Tenant's leaving dwelling unit unoccupied for any period exceeding one calendar week.
 - (n) To act in a cooperative manner with neighbors and MHA's 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 MHA's staff.
 - (o) Not to display, use, or possess or allow members of Tenant's household or guests to display, use or possess any firearms, (operable or inoperable) or other offensive weapons as defined by the laws and courts of the State of Tennessee anywhere in the unit or elsewhere on the property of MHA.
 - (p) To take reasonable precautions to prevent fires and to refrain from storing or keeping flammable materials upon the premises.
 - (q) To avoid obstructing sidewalks, areaways, galleries, passages, elevators, or stairs, and to avoid using these for purposes other than going in and out of the dwelling unit.
 - (r) To refrain from erecting or hanging radio or television antennas on or from any part of the dwelling unit, except that roof antennas may be installed in accordance with regulations set forth by MHA with the written approval of MHA.
 - (s) To refrain from placing signs of any type in or about the dwelling except those allowed under applicable zoning ordinances and then only after having received written permission of MHA.
 - (t) To ensure that no member of their household keeps, maintains, harbors, or boards any dog, cat, livestock, or pet of any nature in the dwelling unit or on

the grounds of any Authority development except in accordance with MHA's pet policy.

However, in any development, a person with a disability may keep a companion or service animal that is needed as a reasonable accommodation for his or her disability. An animal needed as a reasonable accommodation is not subject to MHA's pet policy, although it is subject to reasonable health and safety rules.

- (u) To remove from MHA property any vehicles without valid registration and inspection stickers. To refrain from parking any vehicles in any right-of-way or fire lane designated and marked by MHA. Any inoperable or unlicensed vehicle as described above will be removed from Authority property at Tenant's expense. Automobile repairs are not permitted on project site.
- (v) To remove any personal property left on MHA property when Tenant leaves, abandons or surrenders the dwelling unit. Property left for more than 30 days shall be considered abandoned and will be disposed of by MHA. Costs for disposal shall be assessed against the former Tenant.
- (w) To use reasonable care to keep the dwelling unit in such condition as to ensure proper health and sanitation standards for Tenant, household members and neighbors. **TENANT SHALL NOTIFY MHA 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 Project. Tenant's failure to report the need for repairs in a timely manner shall be considered to contribute to any damage that occurs.
- (x) Not to commit any fraud in connection with any Federal housing assistance program, and
- (y) Not to receive assistance for occupancy of any other unit assisted under any Federal housing assistance program during the term of the lease.
- (z) To pay promptly any utility bills for utilities supplied to Tenant by a direct connection to the utility company, and to avoid disconnection of utility service for such utilities.

IX. Defects Hazardous to Life, Health, or Safety

In the event that the dwelling unit is damaged to the extent that conditions are created which are hazardous to the life, health, or safety of the occupants:

Authority Responsibilities:

- (a) MHA shall be responsible for repair of the unit within a reasonable period of time after receiving notice from Tenant, provided, if the damage was caused by Tenant, household members, or guests, the reasonable cost of the repairs shall be charged to Tenant.
- (b) MHA shall offer Tenant a replacement dwelling unit, if available, if necessary, repairs cannot be made within a reasonable time. The family is entitled to alternative accommodations even if the tenant, household member, guest, or other covered person is responsible for the damage that caused the hazard or if

a family is in the process of being evicted.

- (c) Tenant shall accept any replacement unit offered by MHA.
- (d) In the event repairs cannot be made by MHA, as described above, or alternative accommodations are not provided, then rent shall abate in proportion to the seriousness of the damage and loss in value as a dwelling. No abatement of rent shall occur if Tenant rejects alternative accommodations or if the damage was caused by Tenant, household members, or guests.
- (e) If MHA determines that the dwelling unit is untenable because of imminent danger to the life, health, and safety of Tenant, and alternative accommodations are refused by Tenant, this Lease shall be terminated, and any rent paid will be refunded to Tenant.

Tenant Responsibilities:

- (a) Tenant shall immediately notify the Site Manager of the damage and intent to abate rent, when the damage is or becomes sufficiently severe that Tenant believes he/she is justified in abating rent.
- (b) Tenant agrees to continue to pay full rent, less the abated portion agreed upon by MHA, during the time in which the defect remains uncorrected.

X. Inspections

- (a) Move-in Inspection: MHA and Tenant or representative shall inspect the dwelling unit prior to occupancy by Tenant. MHA will give Tenant a written statement of the condition of the dwelling unit, both inside and outside, and note any equipment provided with the unit. The statement shall be signed by MHA and Tenant and a copy of the statement retained in Tenant's folder. Any deficiencies noted on the inspection report will be corrected by MHA, at no charge to Tenant.
- (b) Other Inspections -- MHA will inspect the unit at least annually to check needed maintenance, tenant housekeeping, and other lease compliance matters. Tenant will receive a written statement of the charges, if any, for repairs or removal of non-approved alterations to the unit.
- (c) Move-out Inspection -- MHA will inspect the unit at the time Tenant vacates and give Tenant a written statement of the charges, if any, for which Tenant is responsible. Tenant and/or representative may join in such inspection, unless Tenant vacates without notice to MHA.

XI. Entry of Premises During Tenancy

- (a) Tenant Responsibilities--
 - (1) Tenant agrees that the duly authorized agent, employee, or contractor of MHA will be permitted to enter Tenant's dwelling during reasonable hours (8:00 A.M. to 4:30 P.M.) for the purpose of performing routine maintenance, making improvements or repairs, inspecting the unit, or showing the unit for releasing.
 - (2) When Tenant calls to request maintenance on the unit, MHA shall attempt

to provide such maintenance at a time convenient to Tenant. If Tenant is absent from the dwelling unit when MHA comes to perform maintenance, Tenant's request for maintenance shall constitute permission to enter.

- (b) Authority's Responsibilities--
 1. Authority shall give Tenant at least 48 hours written notice that MHA intends to enter the unit. Authority may enter only at reasonable times.
 2. MHA may enter Tenant's dwelling unit at any time without advance notification when there is reasonable cause to believe that an emergency exists.
 3. If Tenant and all adult members of the household are absent from the dwelling unit at the time of entry, Authority shall leave in the dwelling unit a written statement specifying the date, time and purpose of entry prior to leaving the dwelling unit.)

XII. Notice Procedures

- (a) Tenant Responsibility-- Any notice to Authority must be in writing, delivered to the Development Office or to MHA's central office, or sent by prepaid first-class mail, properly addressed.
- (b) Authority Responsibility -- Notice to Tenant must be in writing, delivered to Tenant or to any adult member of the household residing in the dwelling unit, or sent by prepaid first-class mail addressed to Tenant.
- (c) Unopened, cancelled, first class mail returned by the Post Office shall be sufficient evidence that notice was given, whether signed or unsigned.
- (d) If Tenant is visually impaired, all notices must be in an accessible format.

XIII. Termination of the Lease

In terminating the Lease, the following procedures shall be followed by MHA and Tenant: This Lease may be terminated only for serious or repeated violations of material terms of the Lease, such as failure to make payments due under the lease or to fulfill Tenant obligations set forth in section VIII above, or for other good cause.

- (a) Such serious or repeated violation of terms **shall include but not be limited to:**
 - (1) The failure to pay rent or other payments when due;
 - (2) Repeated late payment, which shall be defined as failure to pay the amount of rent or other charges due by the fifth business day of each month. Four such late payments within a 12-month period shall constitute a repeated late payment;
 - (3) Failure to pay utility bills when Tenant is responsible for paying such bills directly to the supplier of utilities. If utilities are disconnected due to nonpayment, the resident has 24 hours to restore services;
 - (4) Misrepresentation of family income, assets, or composition;

- (5) Failure to supply, in a timely fashion, any certification, release, information, or documentation on Family income or composition needed to process annual reexaminations or interim redeterminations.
- (6) Serious or repeated damage to the dwelling unit, creation of physical hazards in the unit, common areas, grounds, or parking areas of any project site;
- (7) Criminal activity by Tenant, household member, guest, or other person under Tenant's control, including criminal activity that threatens the health, safety or right to peaceful enjoyment of MHA's public housing premises by other residents or employees, or any drug-related criminal activity on or off the premises.
- (8) Alcohol abuse that MHA determines interferes with the health, safety, or right to peaceful enjoyment of the premises by other residents.
- (9) Weapons or illegal drugs seized in an Authority unit by a law enforcement officer;
- (b) Any fire on Authority premises caused by the tenant, household members or guests' actions or neglect.
- (c) MHA shall give written notice of the proposed termination of the Lease of:
 - (1) 14 days in the case of failure to pay rent;
 - (2) 3 days, considering the seriousness of the situation when the health or safety of other tenants or Authority staff is threatened;
 - (3) 30 days in any other case.
- (d) The notice of termination:
 - (1) The notice of termination to Tenant shall state specific reasons for the termination, shall inform Tenant of his/her right to make such reply as he/she may wish, and of Tenant's right to examine Authority documents directly relevant to the termination or eviction.
 - (2) When MHA is required to offer Tenant the opportunity for a grievance hearing, the notice shall also inform Tenant of the right to request such a hearing in accordance with MHA's grievance procedures.

Any notice to vacate (or quit) which is required by State or local law may be combined with, or run concurrently, with the notice of lease termination under this section.

The Notice to Vacate must be in writing and specify that if Tenant fails to quit the premises within the applicable statutory period, appropriate action will be brought against Tenant, and Tenant may be required to pay the costs of court and attorney's fees.

- (3) When MHA is required to offer Tenant the opportunity for a grievance hearing under MHA's 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 period to request a hearing has expired, or (if a hearing is requested) the grievance process has been completed.

- (4) When MHA is not required to offer Tenant the opportunity for a hearing under the grievance procedure and MHA has decided to exclude such grievance from Authority grievance procedure, the notice of lease termination shall (a) state that Tenant is not entitled to a grievance hearing on the termination; (b) specify the judicial eviction procedure to be used by MHA for eviction and state that HUD has determined that this eviction procedure provides the opportunity for a hearing in a court that contains the basic elements of due process as defined in HUD regulations; and (c) state whether the eviction is for a criminal activity that threatens health or safety of residents or staff or for drug-related criminal activity.
 - (5) MHA may evict a Tenant from the unit either by bringing a court action; or as an alternative, MHA may evict 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, MHA must afford the Tenant the opportunity for a pre-eviction hearing in accordance with the PHA grievance procedure. The hearing notice will advise persons with disabilities of their rights to request a reasonable accommodation.
- (e) Tenant may terminate this Lease at any time by giving 30 days written notice as described in Section XII, above.
 - (f) In deciding to evict for criminal activity, MHA shall have discretion to consider all of the circumstances of the case, including the seriousness of the offense, the extent of participation by or awareness of family members, and the effects that the eviction would have both on family members not involved in the proscribed activity and on the family's neighbors. In appropriate cases, MHA may permit continued occupancy by remaining family members and may impose a condition that family members who engaged in the proscribed activity will neither reside in nor visit the unit. MHA may require a family member who has engaged in the illegal use of drugs to present credible evidence of successful completion of a treatment program as a condition to being allowed to reside in the unit.
 - (g) When MHA evicts a tenant from a dwelling unit for criminal activity, MHA shall notify the local post office serving that dwelling unit that such individual or family is no longer residing in the unit so the post office will stop mail delivery for such persons, and they will have no reason to return to the unit.

XIV. Waiver

No delay or failure by MHA in exercising any right under this lease agreement, and no partial or single exercise of any such right shall constitute a waiver (post or prospective) of that or any other right, unless otherwise expressly provided herein.

XV. Housekeeping Standards

In an effort to improve the livability and conditions of the apartments owned and managed by MHA, uniform standards for resident housekeeping have been developed for all tenant

families.

- (a) **Authority Responsibility:** The standards that follow will be applied fairly and uniformly to all Tenants. MHA will inspect each unit at least annually, to determine compliance with the standards. Upon completion of an inspection, MHA will notify Tenant in writing if he/she fails to comply with the standards. MHA will advise Tenant of the specific correction(s) required to establish compliance and indicate that training is available. Within a reasonable period of time, MHA will schedule a second inspection. Failure of a second inspection will constitute a violation of the lease terms.

Training will be available at no cost to any Tenant requesting or needing assistance in complying with the Housekeeping Standards.

Tenant responsibility: Tenant is required to abide by the standards set forth below. Failure to abide by the Housekeeping Standards that results in the creation or maintenance of a threat to health or safety is a violation of the lease terms and can result in eviction.

Housekeeping Standards: Inside the Apartment General--

- (1) Walls: should be clean, free of dirt, grease, holes, cobwebs, and fingerprints.
- (2) Floors: should be clean, clear, dry and free of hazards.
- (3) Ceilings: should be clean and free of cobwebs.
- (4) Windows: should be clean and not nailed shut. Shades or blinds should be intact.
- (5) Woodwork: should be clean, free of dust, gouges, or scratches.
- (6) Doors: should be clean, free of grease and fingerprints. Doorstops should be present. Locks should work.
- (7) Heating units: should be dusted and access uncluttered.
- (8) Trash: shall be disposed of properly and not left in the unit.
- (9) Entire unit should be free of rodent or insect infestation.

Kitchen--

- (1) Stove: should be clean and free of food and grease.
- (2) Refrigerator: should be clean. Freezer door should close properly and freezer have no more than one inch of ice.
- (3) Cabinets: should be clean and neat. Cabinet surfaces and countertop should be free of grease and spilled food. Cabinets should not be overloaded. Storage under the sink should be limited to small or lightweight items to permit access for repairs. Heavy pots and pans should not be stored under the sink.
- (4) Exhaust Fan: should be free of grease and dust.
- (5) Sink: should be clean, free of grease and garbage. Dirty dishes should be washed and put away in a timely manner.

- (6) Food storage areas: should be neat and clean without spilled food.
- (7) Trash/garbage: should be stored in a covered container until removed to the disposal area.

Bathroom--

- (1) Toilet and tank: should be clean and odor free.
- (2) Tub and shower: should be clean and free of excessive mildew and mold. Where applicable, shower curtains should be in place, and of adequate length.
- (3) Lavatory: should be clean
- (4) Exhaust fans: should be free of dust.
- (5) Floor: should be clean..

Storage Areas--

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

(b) Housekeeping Standards: Outside the Apartment

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

- (1) Yards: should be free of debris, trash, and abandoned cars. Exterior walls should be free of graffiti.
- (2) Porches (front and rear): should be clean and free of hazards. Any items stored on the porch shall not impede access to the unit.
- (3) Steps (front and rear): should be clean, and free of hazards.
- (4) Sidewalks: should be clean and free of hazards.
- (5) Storm doors: should be clean, with glass or screens intact.
- (6) Parking lot: should be free of abandoned cars. There should be no car repairs in the lots.
- (7) Hallways: should be clean and free of hazards.
- (8) Stairwells: should be clean and uncluttered.
- (9) Laundry areas: should be clean and neat. Remove lint from dryers after use.
- (10) Utility room: should be free of debris, motor vehicle parts, and flammable materials.

TENANT AGREES THAT ALL THE PROVISIONS OF THIS LEASE HAVE BEEN READ AND ARE UNDERSTOOD AND FURTHER AGREES TO BE

BOUND BY ITS PROVISIONS AND CONDITIONS AS WRITTEN.