



**DWELLING LEASE
MEMPHIS HOUSING AUTHORITY
700 Adams Avenue Memphis, Tennessee 38105**

Head of Household: _____

Development: _____

Apartment Address: _____ **Apartment Size:** _____

Gross Monthly Rent: \$ _____ **Utility Allowance:** \$ _____ **Net Monthly Rent/Utility Reimbursement:** \$ _____

Prorated 1st Month Rent: \$ _____ **Security Deposit:** \$ _____

1. DESCRIPTION OF PARTIES AND PREMISES

This Lease Agreement is between the Memphis Housing Authority (MHA), and me (the Resident) , _____ for Apartment # _____ located at _____. I understand the only members of my family who may live in the apartment are listed below. I understand any additional household members require advanced written approval from MHA.

	MEMBER NAME	DOB	RELATION TO RESIDENT
1.			
2.			
3.			
4.			
5.			
6.			
7.			
8.			

A. Changes in Family Composition

It is my responsibility to report changes in who lives in the apartment to the Management Office including:

1) All changes in family members (increases or decreases) must be reported to, and approved by, the Management Office including, but not limited to, decreases due to death, long-term or permanent care outside the home (in excess of 90 days), or removal of an adult member. An adult member choosing to remove himself/herself from the lease must sign applicable documents and return all keys to the Management Office except in a situation of domestic violence in which case documentation must be provided. All changes will be in accordance with the Family Composition Policy listed in the ACOP.

2. TERMS OF THE LEASE

My Lease will begin on the _____ day of _____, 20_____, and is valid for one year with an automatic renewal at the end of each one-year rental period after the successful completion of the annual interview and inspection unless MHA has just cause to terminate the lease. I may give notice to move by signing a Notice of Intent to Vacate form in the Management Office. I understand I must return all apartment keys to the Management Office by the intended move-out date. I understand I may not request to transfer to another MHA owned and managed property during the first year of my occupancy. All transfers will be in accordance with the MHA Transfer Policy listed in the ACOP.

3. PAYMENTS DUE UNDER THE LEASE AGREEMENT

A. Rental Payments

I understand all rent payments, including minimum rent, are due on the 1st day of the month. Payments may be made at the Management Office. If applicable, Automatic Draft is available for those who prefer to schedule monthly payments. Payments may be made by check, money order or online (cash will NOT be accepted). **I understand that payment of rent is accepted with full reservation of rights and does not rescind current and/or pending legal action. Rent received after the 5th business day is considered late. A late fee of 10 percent of the monthly rent will be applied to your account.**

B. Minimum Rent

I understand that MHA charges a minimum rent of \$50. If my income-based rent is less than \$50, I understand that I must still pay the set minimum rent. If MHA revises the minimum rent amount due to a change in federal guidelines and/or requirements, then I will be provided with at least a 30-day notice of the new minimum rent.

C. Other Charges:

In addition to the monthly rental payment, I agree to pay charges for maintenance and repairs to my apartment beyond normal wear and tear. The maintenance and repair charges will not exceed actual material costs plus labor costs as posted in the Management Office. I agree to pay fines, different from maintenance charges. Charges are due within fourteen (14) days after I receive a written notice. I understand there will be an after- hours lock out fee for any lockouts.

D. Security Deposit:

- 1) I agree to pay a one-time Security Deposit of \$_____. Security deposit is due in full, prior to the tenant move-in.
- 2) MHA will use the Security Deposit at the termination of this Lease for the following purposes:
 - a. To be applied to unpaid rent or other charges I owe at the termination of my lease.
 - b. To reimburse costs of repairing any intentional or negligent damages to the unit caused by me, my household members, guests or visitors.
- 3) The Security Deposit may not be used to pay rent or other charges while I occupy my unit, and it will not be refunded until MHA has inspected the unit.
- 4) MHA shall provide to me, within 60 days, a written statement of any costs for damages or other charges deducted from the Security Deposit. Any portion of the Security Deposit remaining will also be returned to me at that time to the forwarding address I have provided.
- 5) Refunds of Security Deposits not claimed within 90 days of the written statement will be considered unclaimed and will be transferred into a separate account, at which time I no longer have claim to funds, nor does any person claiming the funds on my behalf.

E. Overdraft/Non-Sufficient Funds Fees I understand a \$10 fee shall be charged to my account for any payment returned for non-sufficient funds.

F. Unpaid Rent/Legal Charges/Attorney Fees/Costs

I understand that the total amount past due must be paid within 14 days from the date of notice of non-payment of rent. A forcible entry detainer warrant will be issued, and a court date will be set. I understand if I fail to pay in full, the amount of the judgment obtained by MHA, management will seek a Writ of Possession, which will result in the removal of my personal property from the apartment (set out). I understand failure to pay rent on time three times within a 6-month period may lead to eviction and loss of my apartment.

G. Legal Charges

Charges from the Forcible Entry Detainer Warrant, Writ of Possession, and/or Set-Out will be added to my account should I have judgment rendered against me. I further understand that after I move from the apartment, all remaining monies owed will be turned over to a collection agency. If your account is placed with a collection agency, a collection fee of up to 33.3% may be added to your account and shall become part of your total balance due.

H. Attorney Fees/Costs

I understand reasonable attorney's fees and collection costs may be included in the amount owed. Future eligibility for affordable housing may be based, in part, on complete payment of all monies owed MHA.

4. UTILITIES AND APPLIANCES

The utility allowance (if applicable) for this property is posted in the Management Office. If I am renting a property where MHA does not supply electricity, gas, or water and sewer services, an allowance will be established based on the size and type of apartment. At all locations, a range and refrigerator are provided by MHA at no charge. Where connections exist, a washer and dryer are allowable with proper installation and venting.

I understand MHA may provide a utility allowance as shown at the top of this Lease. I understand my utility account must be under the name of the Head of Household, Spouse, co-head or adult resident listed on the lease agreement. I understand failure to maintain a current account with MLG&W will result in eviction from my apartment. I understand not to tamper with utilities to illegally obtain services.

5. REEXAMINATION OF RENT, APARTMENT SIZE, AND ELIGIBILITY

The Reexamination consists of an inspection of the apartment and an interview to determine continued eligibility. At least once each year or any time there is a change, I must report to MHA full and accurate information regarding family income (monetary or in-kind) and family members. (I understand if I am paying the Flat Rent, I am required to declare income once every third year; however, my apartment may be inspected monthly.) MHA will verify this information to determine if my rent and/or the size of my apartment should change. The decision will be made in accordance with the Admissions and Continued Occupancy Policy (ACOP) posted in the Management Office. All the documents used to make the determination become a part of my Lease by reference.

I understand that I must report any and all changes in income to the Management Office within thirty (30) days of the time the change occurs.

A. Retroactive Rent and Retroactive Credit

- 1) I understand if I pay less rent than I should have paid due to failure to report changes, or if I gave false information, I will owe retroactive rent back to the date my rent should have increased.
- 2) If I have overpaid my account, MHA will post the credit to my account.
- 3) If MHA has made an error in determining my rent, I will receive a written notice of the corrected amount. An error resulting in an increase in my rent will be effective the first of the month following 30 days after the error is found. An error resulting in a decrease in my rent will result in a credit to my account.

B. Change in Apartment Size/Location

- 1) I understand that changes in my household members may require a change in the size of the apartment. If MHA determines my current apartment no longer meets the guidelines, I understand I will be required to move, with a reasonable amount of notice, to another apartment within the property.
- 2) I understand I will be responsible to pay any expenses due to this move. If I do not move, my Lease may be ended.
- 3) In the event my apartment is scheduled for modernization or demolition, I understand I must move after MHA offers me another comparable apartment with proper notice.
- 4) If I accept a handicapped-accessible apartment because no other apartments are available, I understand I must relocate to another unit after proper notice if my apartment is needed for a disabled resident.

C. Assign or Sub-Lease

I understand that I may not assign or sub-lease my apartment.

D. Boarders and Lodgers

I understand that I may not house boarders, lodgers or past tenants that have been evicted or issued a lease termination in my apartment.

6. ACCOMMODATIONS OF PERSONS WITH DISABILITIES

I understand I may submit a reasonable accommodation request. If the request is approved, MHA will provide a reasonable accommodation, as necessary, and to the extent required by law to give a disabled person the same opportunity to use and to occupy the apartment and to participate in all aspects of the lease and grievance procedures as those of a non-disabled person. I understand accommodations are not reasonable if they require a fundamental alteration in the nature of the program or impose undue financial and administrative burdens on MHA. All request will be in accordance with the Reasonable Accommodations Policy listed in the ACOP.

7. USE OF MY APARTMENT

- A. I understand that I and all family members listed on the Lease Agreement (or persons later approved by the Manager) have the right to the exclusive use and occupancy of the apartment.
- B. I understand that I may have guests:
 - 1) I understand a guest is a child or adult who is temporarily staying or visiting in the apartment with consent of the head of household or other residents listed on this Lease.
 - 2) I understand the length of stay of any overnight guest is limited to 14 days in a 12-month period unless otherwise approved in advance by Management.
- C. I understand, with written approval from MHA Management, members of my household may engage in legal profit-making activities in my apartment. I agree to abide by MHA's Small Scale, In-Home Business Policy listed in the ACOP
- D. I understand, with prior MHA approval, a 'Live-In Aide' may reside in my apartment to assist me or a listed family member with necessary supportive services. A 'Live-In Aide' is not considered a member of the household for family composition purposes but is considered to be a person under my control for all other purposes under the Lease. In the event that the household dissolves or the person being served by the 'Live-In Aide' no longer resides in the unit, the 'Live-In-Aide must vacate the apartment by the end of the rent month. Live-in aid request will be in accordance with the Reasonable Accommodations Policy listed in the ACOP.

8. INSURANCE

I understand that MHA maintains insurance on its properties but does not provide renter's insurance covering my personal property. I accept responsibility for insuring my personal property and, if applicable, securing the required liability coverage for a pet or legal profit-making business. I understand that I am not a beneficiary of any Memphis Housing Authority insurance policies. I understand nothing in this lease agreement shall be construed as precluding MHA or its insurance carrier from asserting its subrogation rights and pursuing a recovery from the resident and any liability insurance carrier providing coverage to the resident.

9. WILL BE RESPONSIBLE FOR THE FOLLOWING:

- A. To keep the apartment and the property in decent, livable, and sanitary condition, making necessary repairs as required by HUD regulations.
- B. To comply with the applicable building codes, housing codes, and HUD regulations including, but not limited to, advising prospective tenants about the dangers of lead-based paint and notifying prospective tenants of the presence of known lead-based paint and lead-based paint hazards;
- C. To keep all buildings, facilities, and common areas not assigned to me for upkeep in a livable condition to the extent required by law.

- D. To keep MHA equipment, supplied appliances and facilities in working condition.
This includes, but is not limited to, electrical, plumbing, sanitary, heating, ventilation, elevators, ranges and refrigerators supplied by MHA.
- E. To provide and maintain containers and facilities for the deposit of garbage, rubbish, and other waste removed from the apartment except in locations where MHA provides containers for the exclusive use of the family.
- F. To supply, either directly or through an allowance, running water, sewer, disposal of garbage, electricity, and gas as they apply to the individual property.
- G. To provide written notification to me of specific grounds for any adverse action against me or a household member. Such action may include, but is not limited to, ending my Lease, relocating me to another unit, or charging for necessary repairs for which I am responsible.
- H. Any required notice sent by MHA will be delivered to me or to an adult member of my household in one of the following methods:
 - 1.) Posted to my MHA-provided Resident Portal account.
 - 2.) Sent by prepaid, first-class mail addressed to me.
 - 5.) Post on my unit door or
 - 6.) In the common areas of the development.
- I. To comply with Federal, State, and local requirements governing nondiscrimination.
- J. To enter my apartment for the following reasons:
 - 1) To conduct routine inspections/maintenance, spray to control pests, inventory appliances, etc. Prior to any routine maintenance visit or inspection, MHA will send me at least a 2-day written notice unless I have granted permission for entry.
 - 2) At any time without advance notification when there is reasonable cause to believe an emergency exists.

When MHA enters the apartment, if no adult member is at home, MHA will leave a written statement in my apartment with the date, time, and reason for entry.

10. MHA WILL BE RESPONSIBLE FOR THE FOLLOWING:

- A. To keep the apartment and the property in decent, livable, and sanitary condition, making necessary repairs as required by HUD regulations.
- B. To comply with the applicable building codes, housing codes, and HUD regulations including, but not limited to, advising prospective tenants about the dangers of lead-based paint and notifying prospective tenants of the presence of known lead-based paint and lead-based paint hazards.

- C. To keep all buildings, facilities, and common areas not assigned to me for upkeep in a livable condition to the extent required by law.
- D. To keep MHA equipment, supplied appliances and facilities in working condition. This includes, but is not limited to, electrical, plumbing, sanitary, heating, ventilation, elevators, ranges and refrigerators supplied by MHA.
- E. To provide and maintain containers and facilities for the deposit of garbage, rubbish, and other waste removed from the apartment except in locations where MHA provides containers for the exclusive use of the family
- F. To supply, either directly or through an allowance, running water, sewer, disposal of garbage, electricity, and gas as they apply to the individual property.
- G. To provide written notification to me of specific grounds for any adverse action against me or a household member. Such action may include, but is not limited to, ending my Lease, relocating me to another unit, or charging for necessary repairs for which I am responsible.
- H. Any required notice sent by MHA will be delivered to me or to an adult member of my household in one of the following methods:
 - 1.) Posted to my MHA-provided Resident Portal account;
 - 2.) Sent by prepaid, first-class mail addressed to me.
 - 3.) Post on my unit door or
 - 4) In the common areas of the development
- I. To comply with Federal, State, and local requirements governing nondiscrimination.
- J. To enter my apartment for the following reasons:
- K. To conduct routine inspections/maintenance, spray to control pests, inventory appliances, etc. Prior to any routine maintenance visit or inspection, MHA will send me at least a 2-day written notice unless I have granted permission for entry.
- L. At any time without advance notification when there is reasonable cause to believe an emergency exists.

When MHA enters the apartment, if no adult member is at home, MHA will leave a written statement in my apartment with the date, time, and reason for entry.

10. RESPONSIBILITIES OF MY HOUSEHOLD AND GUESTS

- A. I agree not to commit fraud by giving false information or withholding information in connection with any Federal housing assistance program. This includes, but is not limited to, providing information on all household members, and/or all individuals who are approved to live in the household. I agree not to receive assistance for occupancy of any other unit assisted under any federal housing assistance program during the term of the lease. I agree to abide by MHA's Discrepancies, Error and Fraud Policy list in the ACOP.
- B. I agree to occupy and use the apartment as my principal place of residence and solely as a private dwelling for me and members of my family listed on the lease. I will not use or permit use for any other purpose unless approved in advance by the Management Office.
- C. I agree to act and cause my household members or guests to act in a manner which will not disturb other residents' peaceful enjoyment of their premises and in a way that will keep the property in a decent, livable, and sanitary condition. Prohibited activities include, but are not limited to, illegal use and/or possession of a firearm, excessive noise, loitering or activities resulting in police intervention. I agree to act in a cooperative manner with neighbors and MHA staff. I agree not to act or speak in an abusive or threatening manner toward neighbors or MHA staff.

D. Criminal Activity:

- 1) I assure that neither I nor any member of my household or guests will engage in any drug-related criminal activity on or off any MHA property. Such activity is defined as the existence of drug paraphernalia, or the illegal manufacture, sale, distribution, use or possession with the intent to manufacture, sell, distribute, or use a controlled substance. An activity may be defined as a criminal act without an arrest or conviction; I agree for the purpose of this lease, the phrase "under resident's control" refers to or is only applicable to "another person."
- 2) I assure that neither I nor any member of my household, guest, or visitor under my control will engage in any criminal activity that threatens the health, livability or right to peaceful enjoyment of the premises by other residents or employees of MHA.
- 3) I assure that no member of my household, guest or visitor will engage in an abuse or pattern of abuse of alcohol that affects the health, safety, or right to peaceful enjoyment of the premises by other residents.
- 4) I understand MHA will terminate my tenancy if it determines that any member of my household has ever engaged in the manufacture or production of methamphetamine.
- 5) I understand MHA may terminate my tenancy if anyone in my household or guest is fleeing to avoid prosecution or arrest or to avoid custody or confinement for a crime or attempt to commit a crime; or is violating a condition of probation or parole imposed under Federal or State Law.
- 6) I understand these illegal activities constitute serious violations of the material terms of this Lease and are cause for terminating my lease, and eviction of all persons from the apartment. I understand the Grievance Hearing process does not apply to violations of Section 10D:1-5, but I have the opportunity to seek due process within a State or Local court.

- E. I understand MHA has the right to bar, from MHA properties, any nonresident who has engaged in either drug-related criminal activity on or off MHA properties or other activities that pose a threat to the health or safety of MHA residents or staff. I agree, and all members of my household agree, not to allow any person who is under a MHA 'No Trespass or Authorization of Agency' notice, lease termination or evicted to be in my apartment or in areas assigned to me. I understand that the premises may have a posted notice that only tenants, family members and invited guests are allowed on the premises and posted notice that trespassing is not tolerated. I agree to abide by MHA's Authorization of Agency Policy listed in the ACOP.
- F. I agree not to disconnect, interfere with, cover or remove the smoke detector, fire extinguisher or carbon monoxide detectors, where applicable. I will report immediately to my Management Office any needed repair or malfunction.
- G. I agree not to block hallways, sidewalks, doorways, stairs, stairwells, or elevators, and to avoid using these areas for purposes other than going in or out of the apartment or building. If a room has only one window, I must not block the window with an air conditioner, furniture, etc. Electrical cords, wires, phone lines, etc. must not create a tripping hazard.
- H. I understand, with proper notice from MHA, I will need to relocate to another apartment if my apartment is needed for modernization, demolition, or for other reasons stated in Section 5.D. Once another unit is available, I may be required to move within 14 days or sooner in an emergency situation.
- I. I agree to abide by the rules developed by MHA for the benefit and well-being of the property and residents. The rules are posted in the Management Office and are incorporated by reference in my lease. I also agree to attend conferences and work with MHA staff as needed.
- J. I agree to abide by all applicable requirements of the building and housing codes that affect health and safety.
- K. I agree to keep the inside of my apartment and other areas assigned for my exclusive use (including the porch and/or yard areas in the front and rear of my apartment, if applicable) in a clean and livable condition:
 - 1) I understand porch furniture will be limited to furniture designed for outdoor use only.
 - 2) I agree not to erect or hang radio, television antennas, or satellite dishes on or from any part of the apartment/building without written permission from MHA.
 - 3) I understand pools of any kind are not allowed on MHA property.
 - 4) I understand if MHA has to clean and/or remove items, I will be charged according to maintenance fees as posted in the Management Office.

- L. I agree to place all garbage, rubbish, and all other waste in a sanitary manner in garbage receptacles provided by MHA.
- M. I agree to reasonably use all electrical, plumbing, sanitary, heating, ventilation, air conditioning, elevators, and other facilities or parts of the property. I agree not to use any other illumination or florescent device other than the electric lighting provided.
- N. I agree neither I, nor my family members or guests, will be allowed to destroy, deface, damage or remove any part of the apartment or property.
- O. I agree not to display any signs or make any alterations to the apartment. This includes, but is not limited to, painting, contact paper, borders, feather painting or any other permanent wall covering. Tacks, nails, screws, fasteners, chain or changing locks are not to be used without approval from the MHA management. I agree to abide by MHA's Alterations Policy listed in the ACOP.
- P. I agree to comply with the MHA Pet and Assistance Animal Policies listed in the ACOP, including obtaining written permission to maintain a pet, purchasing homeowner-renter liability insurance, if applicable, and payment of a refundable pet fee, if applicable. Any stray, unauthorized, or unleashed pet(s) will be removed from the property. Pets of guests are not allowed.
- Q. I agree to notify MHA promptly if repair work is needed in my apartment and of any unsafe condition in common areas or grounds which may lead to damage or injury. I agree to allow MHA to enter my apartment to make needed repairs.
- R. I agree to park all motorized vehicles only in designated parking areas only. I also agree not to grease, change oil, or make major repairs to such vehicles; not to park unregistered vehicles or vehicles without current license tags; vehicles without MHA parking permit and not to park inoperable vehicles on the property. I understand MHA will have abandoned vehicles, or any vehicles not in compliance with this section, towed in accordance with local law. I agree to abide by MHA's Vehicle Policy listed in the ACOP.
- S. I agree not to display, use or possess illegal firearms or weapons, flammable or explosive-causing materials into the apartment or common areas as defined by the laws and courts of the State of Tennessee. This includes, but is not limited to, motorbikes, acid-based vehicle batteries (except for handicap mobility devices), gasoline- powered equipment, kerosene heaters, propane gas, and fuel containers. I agree to abide by MHA's Firearms, Weapons, Dangerous Objects and/or Materials Policy listed in the ACOP.

- T. I agree to be careful to prevent fires and to report any fire immediately to 911 and then to the Management Office. I agree to clean the apartment if it is damaged by smoke and to pay for any damages if the fire was caused by me, my family, or guests. I agree to refrain from smoking in all enclosed areas on the premises with 25 feet from the development and administrative office. I agree to abide by MHA's Smoke Free Policy listed in the ACOP.
- U. I agree to refrain from any form of sale or solicitation within common spaces or hallways without the prior written permission from the management office. I Agree to abide by MHA's Solicitation Policy listed in the ACOP.
- V. When I move out, I understand that my unit keys must be returned to my Management Office. I will continue to be charged rent until I do so. I, or someone I designate, must turn in the keys and sign the 'Notice of Intent to Vacate/Relocate' form available at the Management Office. This action will serve as proof that the keys have been accepted at the office and that the unit has been returned to MHA's control. At that time, management will stop charging rent for the unit. I also understand that whatever items remain in the unit will be disposed of by MHA and there may be charges for removal. Upon request, I will be provided a copy of the signed 'Notice of Intent to Vacate/Relocate' form.
- W. I understand if I or another family member listed on the Lease must leave the household for more than 30 days, with the intent to return to the household, documentation from the temporary place of residency must be submitted to the Management Office within 10 days of the absence for the purpose of establishing the intent to return to the apartment and continued occupancy. I also understand I am responsible for my apartment and paying rent during my absence.
- X. I understand I must notify MHA on or before any anticipated absence from the apartment for more than seven (7) days.
- Y. I understand the Lease will be terminated if, at some point during my tenancy, I am no longer physically and/or mentally able to comply with the provisions of the Lease, and I do not make arrangements for someone to assist me in complying with the Lease.
- Z. I understand that any Notice from me to MHA must be in writing and delivered to the Management Office where I live or sent by prepaid first-class mail properly addressed.

AA. I agree to keep my unit free of rodent or insect infestation. The evidence of any rodents or insect infestation must be report to MHA. Upon notice of the Landlord to the Resident, exterminators will be permitted to enter the apartment and the Resident will ensure that the apartment will be prepared for extermination as per instructions noted on the Extermination Notice.

BB. I agree not to move or remove MHA equipment, supplied appliances, and facilities. I agree to keep MHA equipment supplied appliances and facilities in working conditions. This includes but is not limited to, electrical, plumbing, sanitary, heating, ventilation, elevators, ranges and refrigerators supplied by MHA.

CC. I agree to keep the volume of stereos, televisions, radios etc., at a controlled minimum sound level so as not to violate the rights of neighbors to the quiet peaceful enjoyment of their apartment.

DD. I agree to keep the volume of stereos, televisions, radios etc., at a controlled minimum sound level so as not to violate the rights of neighbors to the quiet peaceful enjoyment of their apartment.

EE. I agree that laundry facilities are available for residents only and is at the use of your own risk. Any abandoned or unattended personal items in any of the common areas and grounds will be disposed of without prior notice to the owner.

11. TERMINATION OF THE LEASE

A. I understand I may end this Lease by removing my possessions and leaving the apartment in a clean and good condition, returning all sets of keys (regular or electronic) to the Management Office, and completing the Intent to Vacate form in the office. I understand I may be present for the Move-Out Inspection and, I will receive a list of damages exceeding normal wear and tear.

B. I understand MHA may terminate my Lease for the following reasons by giving proper written notice of termination:

- 1) Serious or repeated violation of material terms of the Lease such as but not limited to:
 - a. Failure to pay rent and/or other charges. I will receive a 30-day Notice that I must vacate.
 - b. Failure to fulfill responsibilities of my household as described in Section 10. I will receive a 30- day notice to vacate the apartment.
- 2) Other good cause, which includes, but is not limited to:
 - a. Drug-related or criminal activity as stated in Section 10. I understand I will receive a Notice to Vacate. The Notice will state the time to vacate, dependent on the applicable State or Federal regulations.

- b. Actions which pose an imminent threat to the health and safety of residents or MHA staff will result in a 3-day Notice to Vacate. I understand this activity is not subject to the Grievance Procedure.
 - c. The determination that any member of the household has ever engaged in drug-related criminal activity for manufacture or production of methamphetamine. The household member will be required to move from the apartment within 3 days and will be barred from receiving housing assistance for life. I understand this activity is not subject to the Grievance Procedure.
 - d. The determination or discovery that either I or a family member has been required to register as a Sex Offender under a State sex offender registration. The offender will be required to move from the apartment within 30 days and will be barred from receiving housing assistance for life.
 - e. Failure to accept MHA offer of a lease revision to an existing lease with written notice of the revision at least 30 calendar days before the lease revision is scheduled to take effect and with the offer specifying a reasonable time period for me to accept the offer.
 - f. Failure of a family member to comply with Community Service regulations is grounds for non-renewal of the Lease. I agree to abide by MHA's Community Service Self-Sufficiency Policy listed in the ACOP.
- B. I understand the Notice to Vacate will include information regarding my right to request a Grievance Hearing except in those cases outlined in Section 10.D and will be in an accessible format if needed. **A copy of the Grievance and Appeals Policy is listed in the ACOP.**

12. MHA INSPECTION OF THE APARTMENT

- A. Move-In Inspection: MHA and I will inspect my apartment before signing the Lease. The Inspection, Report signed by MHA and myself, will state the condition of my apartment and will note any equipment or appliances in the unit provided by MHA. MHA will correct any deficiencies noted on the Inspection Report as needed. A copy of the Inspection Report will be kept in my tenant file and I may have a copy of upon request.
- B. Inspection: With proper notice, MHA will inspect my apartment as part of the scheduled Annual Reexamination of my eligibility. MHA will correct any deficiencies noted as needed during the annual inspection and conduct repairs as required by HUD regulations. I understand I will be charged for damages/repairs beyond normal wear and tear as noted in my annual Inspection Report.
- C. Move-Out Inspection: MHA will inspect my apartment at the time I move out and will send me a written statement of any damages beyond normal wear and tear. I may be present at the inspection. Any damages assessed will be charged to my move-out account statement.
- D. Other Inspections: As required by HUD or MHA with reasonable notice.

- E. Housekeeping: MHA may perform monthly housekeeping inspections in accordance with HUD regulations. I agree to abide by MHA's Housekeeping Standards Policy listed in the ACOP.

13. CONDITIONS HAZARDOUS TO LIFE, HEALTH, AND LIVABILITY

If the premises become damaged and dangerous to live in, I understand the following actions will be taken:

- A. I must immediately notify the Management Office of the damage and move from the apartment if needed.
- B. MHA will offer me other standard housing when necessary repairs cannot be made within a reasonable time.
- C. I agree to continue to pay full rent less the abatement portion agreed upon by MHA, during the time in which the defect remains uncorrected.
- D. Use of portable cooking grills of any type is not permitted on balcony or patios.
- E. Storage of paper or plastic bags or materials adjacent to the hot water heater, HVAC, range, or refrigerator creates a health and fire hazard and is strictly prohibited.

14. EXTENDED ABSCENCES OF THE APARTMENT

I understand if I am away from the apartment for an extended and/or unexplained absence longer than 14 continuous days, or longer than 180 continuous days for medical reasons without notifying the Management office, MHA will consider my apartment to be abandoned. MHA will change the locks on the door(s). If I do not contact MHA and request my personal property, MHA will enter my apartment and dispose of my property in accordance with the Tennessee Uniform Landlord and Tenant Act. Any charges resulting from removal and disposal of my property will be charged to my move-out account.

15. GRIEVANCE PROCEDURE

I understand all disputes (unless excluded) concerning the responsibilities of the Resident or MHA under this Lease will be resolved in accordance with the MHA Grievance and Appeal Policy, which is listed in the ACOP.

16. CHANGES TO REQUIREMENTS INCORPORATED IN THE LEASE BY REFERENCE

I understand schedules of special charges for services, repairs, utilities, and rules and regulations, which are a part of this Lease by reference, are posted in the Management Office and will be furnished to me upon request. I also understand such schedules, rules, and regulations may be modified by MHA or HUD by giving me thirty (30) days written notice. The notice will identify the proposed changes, reasons for the changes, and will provide me the opportunity to present written comments which I understand MHA will take into consideration before the proposed modifications become effective.

17. MODIFICATION TO THE LEASE

The following item(s), if any, are the changes or additions to the Lease agreed to by me and MHA as indicated by signatures executing this Lease. Section 5 of this Lease provides for changes in rent, family composition, and apartment size; therefore, it is not necessary for such changes to be entered in this section. No other changes may be made to the Lease except in writing, signed and dated by me and by MHA:

18. LEASE EXECUTION AND SIGNATURES

I understand this Lease and the Admissions and Continued Occupancy Policy, together with any future adjustments, changes, or modifications, makes up the entire agreement between myself and MHA.

IN WITNESS WHEREOF, the parties have executed this Dwelling Lease as of the date below. By signing this Lease, I and MHA agree to fulfill all the responsibilities and requirements which make up this Lease, and I certify by entering my initials below that I have received any or all of the following attachments that are applicable to me:

_____ Admissions and Continued Occupancy Policy

_____ Watch Out for Lead Paint Poisoning

_____ Standard Maintenance Charges

Resident Date

MHA Representative Date

Resident Date

Title

Resident Date

If eviction proceedings have been initiated by MHA against any member of my household and are currently pending, MHA reserves all rights when accepting rent, recertifying you for residency, or signing a new lease.

Add-On

Date

Add-On

Date