

South Pittsburg Housing Authority

Dwelling Lease

Name: _____

Address: _____

Monthly Rent: \$ _____

Security Deposit \$ _____

Pet Deposit \$ _____

TOTAL DEPOSIT \$ _____

214 Elm Avenue
P.O. Box 231
South Pittsburg, Tennessee 37380
Phone: (423) 837-6600
Fax: (423) 837-1136

Date Adopted:

Date Revised:

SOUTH PITTSBURG HOUSING AUTHORITY, SOUTH PITTSBURG, TENNESSEE

DWELLING LEASE

STATE OF TENNESSEE, COUNTY OF MARION

Section 1. Parties, Dwelling Unit and Term.

- A. Identification of Parties:** THIS AGREEMENT is executed between the South Pittsburg Housing Authority (herein called SPHA), and _____ (herein called the "Tenant"). The phrase "*Tenant*" or "*the Tenant*" is intended to encompass the persons listed in para. "C" of this section, individually, jointly and severally, whenever the words are used in this Lease, thus each Tenant is responsible for performance of all obligations under this Lease including, but not limited to, the payment of rent and additional charges, as defined hereinafter. The word "Tenant" (and any pronoun referring thereto) shall be deemed to include the masculine and feminine gender, and singular and plural as appropriate.
- B. Identification of Dwelling Unit:** The Authority identified above, called SPHA in this lease, relying upon the statements, certifications, and other information provided by the Applicant, also know as Tenant in this lease, concerning the household composition, income, employment of all family members as reported in Tenant's signed "*Application for Admission or Continued Occupancy*", and housing needs; agrees to lease to Tenant under the terms and conditions of this lease agreement the Dwelling Unit Number: _____ at Project Number: _____ located in _____ South Pittsburg, Tennessee consisting of _____ bedroom(s), designated by SPHA as a:

Family unit, Elderly unit, or Handicapped unit, hereinafter called the "Residence".

This unit is to remain the primary residence of the Tenant and household during their tenancy with SPHA, and they must reside there exclusively, failing which, they will be deemed to have abandoned their tenancy. By signing this lease the Tenant agrees to all terms and conditions of this lease.

- C. Effective Date and Term:** This Lease shall commence on _____, ("Effective Date"), and unless terminated by SPHA or Tenant as provided in this Lease, shall have a term of twelve (12) months and shall be automatically renewed for successive periods of one year, until terminated for noncompliance by the Tenant or a member of the Tenant's household with any applicable requirement of this Lease. Failure to meet the community service requirement in the Admissions and Continued Occupancy Policy shall be grounds for non-renewal or the lease. Termination of this Lease prior to the end of this or subsequent period(s) may occur and shall be in accordance with the provisions of Section 11 herein.
- D. Identification of Household Members:** The Tenant certifies to SPHA that those persons listed below are the only persons who, together with the Tenant, will occupy in the Residence, who will be referred hereinafter as the "Household" or as "Household Members". 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.

NOTICE: Any individual who has been convicted of manufacturing or producing methamphetamine on the premises of federally assisted housing, and any individual who is subject to a lifetime registration requirement under a State sex offender registration program, is prohibited from living in public housing.

Name	Relationship	Age	Birthday	Social Security #
	Head of Household			

E. Addition of New Household Members: New household members may only be added as a result of birth, marriage, reconciliation with a spouse, legal custody/guardianship or adoption to or by a family member of a household on the Lease. Approval will be granted only if the new member passes SPHA’s screening criteria and a unit of the appropriate size is available. Requests for the addition of a new member of the household must be approved by the Executive Director or designee prior to the actual move-in by the proposed new member.

Tenants who fail to notify the Executive Director or designee of additions to the household, or who permit persons to join the household without undergoing screening are in violation of the Lease. Such persons are considered to be unauthorized occupants by the SPHA, and the entire household will be subject to eviction.

Any additions to the household members named on the lease, including Live-in Aides and foster children, **but excluding natural births, adoptions,** and court awarded custody require the advance written approval of SPHA. Such approval will be granted only if the new family members pass SPHA’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.

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

Section 2. Payments Due Under the Lease.

A. Rent: Tenant has the option, upon admission to public housing and annually thereafter, whether to pay a flat rent established by SPHA or income-based rent determined by SPHA in compliance with HUD regulations and requirements and in accordance with SPHA’s Admissions and Occupancy Policy.

1. Selection of Type of Rent:

The Tenant chooses to pay flat rent. Initial rent (prorated for partial month) shall be \$ _____. Thereafter, flat 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 seventh (7th) day of said month. The flat rent considers the cost of the utilities provided by SPHA and is incorporated into the amount charged as a flat rent for the unit. This consideration is an estimate for the level of utility consumption by the Tenant and SPHA may charge for excess utilities if there is excess consumption.



The Tenant chooses to pay income-based rent. Initial rent (prorated for partial month) shall be \$_____ and, if applicable, the Tenant shall receive the benefit of \$_____ from SPHA for Utility Reimbursement (for partial month) paid to the utility supplier for the period beginning _____ and ending at midnight on _____. Thereafter, rent based on income in the amount of \$_____ per month shall be payable in advance on the first day of each month, and shall be delinquent after the seventh (7th) day of said month.

2. **Changing Type of Rent:** The Tenant may change rent calculation methods at any annual recertification. However, if the Tenant has chosen a flat rent, they may request to change to the income based method if the Tenant is unable to pay flat rent because of financial hardship.
- B. Due Date:** Rent is due and payable in advance without notice on the first (1st) day of each month and is delinquent after the seventh (7th) working day of the month. Income-based rent may include utilities as defined in Section 2M and includes all maintenance services due to normal wear and tear. Flat rent does not include an utility allowance, but includes all maintenance services due to normal wear and tear.
 - C. Partial Payments:** The Tenant shall make all rental payments in full. **PARTIAL PAYMENTS WILL BE ACCEPTED ONLY ON APPROVAL OF THE EXECUTIVE DIRECTOR ON A CASE BY CASE BASIS.** Payment or receipt of a rental payment of less than the amount stated in the Lease shall be deemed to be nothing more than partial payment on the month's account. Under no circumstances shall SPHA's acceptance of a partial payment constitute accord and satisfaction, nor will SPHA's acceptance of a partial payment forfeit SPHA's right to collect the balance due on the account or pursue any other remedy, despite any endorsement, stipulation, or other statement on any check.
 - D. Collection Policy:** SPHA's Rent Collection Policy, incorporated herein by reference, details all established rules governing rent collection practices. SPHA may amend this Policy from time to time by informing all Tenants in advance of proposed changes and inviting comments on those changes for a period of at least thirty (30) days. The Rent Collection Policy is available for review at SPHA's office upon request.
 - E. Notice of Change:** When SPHA makes any change in the amount of the Tenant's Rent, or in the Flat Rent for the dwelling unit, SPHA shall give written notice to Tenant. The notice shall state the new amount, and the date the new amount is applicable. Rent redetermination is subject to SPHA's Admissions and Continued Occupancy (ACOP) Policy. The notice shall also state that Tenant may ask for an explanation of how the amount is computed by SPHA. If Tenant asks for an explanation, SPHA shall respond in a reasonable time.
 - F. Minimum Rent:** The Minimum Rent (Minimum TTP) is **\$20.00**. Provision is made for exemption due to financial hardship as defined in Section 2J below.
 - G. Payment Location:** Rent is due and payable in advance, without notice, during office hours on the 1st working day of each month and is delinquent if not paid by 4 P. M. on the seventh (7th) day of each month. **Payment can be made with CASH, CHECKS, CASHIER CHECKS OR MONEY ORDERS only.** Office hours are Monday through Friday, 8 AM to 4 PM. Payments can be made during these hours at the South Pittsburg Housing Authority office located at 214 Elm Avenue, South Pittsburg, Tennessee 37380.
 - H. Penalties:** The following penalties apply:
 1. **Late Payment Penalties:** Charge for late rent shall be **twenty (\$20.00) dollars** if rent is paid after the seventh (7th) day of the month. If the seventh (7th) falls on a holiday or weekend, late charges will be added at the close of the next working day. This provision does not create a "GRACE PERIOD".
 2. **Returned Checks:** A check returned for non-sufficient funds shall be considered non-payment and in addition to the late charge, a **twenty-five (\$25.00) dollar** returned check fee will also be assessed. After two (2) returned checks, only cash, cashiers check or money order will be accepted for payment.

3. **Civil Warrants:** If the rent is not paid by the twenty-first (21st) of the month a civil warrant may taken by SPHA for possession. **The Tenant is responsible for the payment of the court cost and any other cost associated with the civil warrant, including a reasonable attorney fee.** If a Tenant is served four (4) warrants within a twelve (12) month period, their lease may be terminated for chronic rent delinquency.

I. Charges Other Than Rent:

1. Charges for other than rent shall be due and collectible with rent for the month following written notification of the charge. Such charges shall be considered delinquent after 4:00 P.M. on the 7th business day of the month following the due date. A list of standard charges are posted in the SPHA's management office and made a part of this Lease by reference.
2. Failure to pay for charges other than rent when due shall be considered a serious violation of the terms and conditions of this Lease.
3. Tenants requesting copies of documents, must pay a fee of **(\$.25)** per copy.
4. The Tenant is responsible to pay any excess utility charge in accordance with the provisions of this Lease.

J. Hardship: Termination procedures shall begin in the event payment is not made by the 7th working day of the current month for which rent is due, except for families who have submitted a written request for a hardship exemption or suspension of a minimum rent currently being charged.

1. **Exemptions and/or suspensions:** Exemptions and/or suspensions may be granted if one or more of the following hardship circumstances apply to the affected family:
 - a. The family has lost eligibility for local, state, or federal assistance due to no fault of the Tenant or is awaiting an eligibility determination for a local, state, or federal assistance program (including a Tenant alien entitled to welfare assistance);
 - b. The family would be evicted as a result of the imposition of the minimum rent;
 - c. The income of the family has decreased due to changed circumstances, including reduction of employment income expected to last at least sixty (60) days;
 - d. Loss of income due to the death of the household member;
 - e. Other circumstances as may be determined by the U.S. Department of Housing and Urban Development or SPHA have occurred.
2. When a family requests a hardship exception from minimum rent, the rent is suspended immediately. An investigation will be conducted to determine if the hardship exists and if so, if it will be short term or long term.
 - a. **Short-term:** Short term hardship is defined as – “at least one of the five circumstances mentioned herein (Section J1 above) applies to the family but the circumstances are likely to be temporary (not more than 90 days).” The family will be given a ninety (90) day grace period which will result in the suspension of the minimum rent. *No family will be evicted during the ninety (90) day suspension period.*

After the ninety (90) day grace period has expired the family is responsible for repaying the suspended minimum rent unless it is determined the hardship is a long-term hardship. Short-term hardships require a reasonable repayment agreement for the suspended rent.

- b. **Long-term:** A long term hardship is defined as at least one of the five circumstances mentioned herein (Section J1 above) applies to the family and it can be verified that a hardship exists with the circumstances likely to exist for more than 90 days.” An exemption from the minimum rent may be granted until those conditions noted herein no longer apply. Long term hardship exemptions are not subject to a repayment agreement.

K. Security Deposit:

1. **Tenant Responsibilities:** Tenant agrees to pay a **security deposit** in the amount of **\$200.00**.
2. SPHA will use the Security Deposit at the termination of this Lease if:
 - a. Upon voluntary or involuntary termination of the Lease there are any unpaid rents or any other charges owed by Tenant.
 - b. There are any intentional or negligent damages to the dwelling unit caused by Tenant, household members or guests.
 - c. SPHA agrees to accept and retain this security deposit in a manner consistent with HUD regulations. **Tenant agrees and understands that this security deposit will not be applied toward rent or other amounts due under this lease during tenancy.** Should there be no deduction for damages in your unit or payment for rent, the security deposit will be refunded in full.
3. The balance of the security deposit (if any) will be refunded to Tenant upon termination of the lease provided:
 - a. Rent and other charges are paid in full;
 - b. There is no damage to the apartment or its equipment (or garbage containers if provided by SPHA) beyond that due to normal wear and tear;
 - c. Tenant has signed a “Notice of Intent to Vacate” and turned such notice in to SPHA’s Office.
4. **Pet Deposit:**
 - a. SPHA requires each Tenant (except elderly see paragraph 4.c below) desiring to house a pet on the property to pay a **refundable** pet deposit of one hundred and fifty-dollars (**\$150.00**) **dollars** to cover additional costs attributable to the pet and not otherwise covered. The Tenant may request a refund of the pet deposit upon termination of the tenancy or after the Tenant has provided documentation, sufficient to SPHA in its sole discretion, that the Tenant no longer has a pet. SPHA shall refund such deposit only after an inspection of the Residence verifying that the pet is no longer present, to determine whether any damage was caused by the pet and after making reasonable deduction for such damage.
 - b. The Tenant must make a payment of one hundred and fifty-dollars (**\$150.00**) that is a **NON-REFUNDABLE** nominal fee to cover the reasonable operating costs to the development relating to the presence of pets.
 - c. Elderly: Elderly will pay a pet deposit equal to their monthly rent not to exceed the above amounts or fifty-dollars (**\$50.00**) whichever is greater.
5. **Refund of Deposit:** Any portion of the security/pet deposit that is not retained by SPHA for the reasons above will be refunded to Tenant within sixty (60) days after the lease is terminated. An itemized statement of any deductions retained by SPHA from the security deposit, together with a check for any unused balance, will be mailed to the Tenant at such forwarding address as is furnished by Tenant.

6. **Keys and Locks:**

- a. SPHA agrees to provide Tenant with two (2) keys to the unit. The Tenant agrees to return all keys when vacating the unit. Tenants are responsible for replacing all lost and stolen keys and will be charged for the cost of replacement.
- b. Tenant agrees not to install additional or different locks, bars or gates on any door or window in the unit without SPHA's written permission. If SPHA grants permission, Tenant must pay for SPHA to properly install such locks and SPHA **must** retain a copy of the key(s). Failure to provide SPHA with operable keys to the unit is considered a serious violation and will subject Tenant to termination of lease.
- c. Keys will be checked by Maintenance during annual inspections. Locks and doors found to be replaced without our written authorization will be replaced by SPHA at the expense of the Tenant.

7. **General:** No trust relationship between SPHA and Tenant is created on account of any deposit, and SPHA is not obligated to maintain monies paid toward security or pet deposits in a segregated account. SPHA shall have no obligation to pay interest on any deposit, except as required by law and reserves the right to utilize the interest earned on this security deposit for Tenants' activities and services.

L. **Repayment Agreements:**

Repayment agreements will not be entered into without a court order. A Repayment Agreement is a contract entered into between SPHA and Tenant, when the Tenant owes money to SPHA. Unless specified by the court order the maximum length of time that SPHA will enter into a repayment agreement with a Tenant is **three (3)** months. **The minimum monthly payment amount for any repayment agreement is \$50.00.** SPHA will not enter into more than one (1) Repayment Agreement at a time with the same family and a family may not have more than one (1) in any twelve (12) month period.

M. **Utilities, Appliances and Services:**

1. **Utilities:**

Utilities are either SPHA supplied or Tenant supplied.

- a. **SPHA-Supplied Utilities:** If indicated by an (X) on Part II of the Lease Agreement, SPHA will supply the indicated utility for Tenants choosing to pay income-based rent: electricity, natural gas, heating fuel, water, sewer service. SPHA will not be liable for the failure to supply utility service for any cause whatsoever beyond its control. Utility allowance is not included in flat rents.

(1) SPHA provides the indicated utility(s) below as part of the rent for the premises:

- Electricity Natural Gas
- Other: _____

(2) **Tenant Responsibilities:** Tenant agrees not to waste the utilities provided by SPHA and to comply with any applicable law, regulation, or guideline of any governmental entity regulating utilities or fuels. Tenant also agrees to abide by any local ordinance or House rules restricting or prohibiting the use of space heaters in multi-dwelling units. The Tenant is responsible for excess utilities as described below.

- b. **Utility Allowance:** Where applicable, SPHA shall provide Tenant with a Utility Allowance in the monthly amount totaling \$_____ for the electric and natural gas utilities paid directly by the Tenant to the utility supplier. SPHA may change the Allowance at any time during the term of the lease, and shall give Tenant 60 days written notice of the revised Allowance along with any resultant changes in Tenant Rent or Utility Reimbursement.

- c. **Tenant-Paid Utilities:** If Tenant resides in a development where SPHA 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 Tenant pays directly to the utility supplier. Tenants paying flat rent pay utility costs directly to the utility supplier do not receive an Allowance for Utilities. In income-based rent, the Total Tenant Payment less the Allowance for Utilities equals Tenant Rent. If the Allowance for Utilities exceeds the Total Tenant Payment, SPHA will pay a Utility Reimbursement to the utility supplier or Tenant each month. If SPHA pays a Utility Reimbursement directly to the utility supplier, SPHA will so notify the Tenant.
- d. **Type of Utilities:** The following indicated utilities are paid directly by the Tenant to the Utility supplier and must be in the name of the Head of Household **ONLY**:
 - Electricity Gas Water Sewerage
 - Other _____
- e. **Disconnect:** Tenant agrees to maintain all tenant paid utilities on a continual basis. Any disconnection of service shall be considered violation of this Lease.
- f. **Space Heaters:** The Tenant must receive written approval to use a space heater and the appliance must be approved by SPHA before using. Failure to receive written approval constitutes a violation of this lease.
- g. **Excess Utility Consumption.** The Tenant may use only a reasonable amount of gas, water or electricity, as determined by the Schedule of Utilities Allowance published by SPHA, incorporated herein by reference, at no cost to Tenant. **The Tenant agrees to pay to SPHA reasonable charges for the use of utilities provided by SPHA which is in excess of the amount of such utilities specified in the Schedule of Utility Consumption.**

2. **Appliances:**

The following indicated appliances are provided by SPHA for the premises:

- Cooking Range Refrigerator Air Conditioner

Other major electrical appliances, air conditioners, freezers, extra refrigerators, washers, dryers, etc., may be installed and operated only with the written approval of SPHA. The Tenant is responsible for the excess utilities used in the operation of such appliances.

- 3. **Service, Repair and Damage Charges.** Tenant shall pay for any service, repair, maintenance or equipment made necessary by Tenant's failure to keep the Residence (including appliances) in good condition, except for normal wear and tear. Tenant shall pay for the repair of damage to SPHA property, including buildings, equipment and common areas, and for cleaning or extermination made necessary by Household Members or their guests. A schedule of maintenance and repair charges is posted in the Maintenance Office.

Section 3. Terms and Conditions:

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

- A. **Tenant's Right to Use and Occupancy:** The Tenant shall have the right to the use and occupancy of the dwelling unit as a private residence. The Tenant agrees that the household members listed above are the only persons who are permitted to reside in the dwelling unit.

- B. **Guest:** For purposes of this lease, the term “**Guest**” means a person on the premises with the consent of any household member.
1. Guests who give the dwelling unit as their residence of record to governmental agencies, employers, creditors, financial institutions, or others, shall be considered unauthorized members of the household and the Tenant may receive a letter of termination as a result. For the purposes of this dwelling Lease, the term “guest” means a person in the leased unit with the consent of a household member not listed on the Lease as an authorized member.
 2. Guests of the Tenant may be accommodated for a period of fourteen (14) overnight stays within any twelve (12) consecutive month period. This includes all visitors. In the event the Tenant wishes to accommodate a guest for a period in excess of fourteen days, the Tenant must notify SPHA in writing, stating the reasons for such extended accommodations, in order to obtain SPHA’s approval of such arrangements in advance. The decision of SPHA in this regard shall be final. All overnight guests must be registered at the office. If needed, they will receive a visitor’s parking permit.
 3. All guests vehicles will be registered with the office if going to be parked overnight on Authority property.
- C. With the prior written consent of SPHA, Tenant and members of the household may engage in “**LEGAL**” profit-making activities on the premises, when SPHA determines that such activities are incidental to the primary use of the premises for a residence by members of the household.
- D. With the prior **written** consent of SPHA any additions to the household members named on the lease, including Live-in Aides and foster children, but excluding natural births, adoptions, or court-awarded child custody, may reside on the premises.
- E. Tenant agrees to wait for SPHA’s approval before allowing additional persons to move into the Premises. Failure on the part of Tenant to comply with this provision is a serious violation of the material terms of the lease, for which SPHA may terminate the lease.
- F. **Ability to comply with Lease terms:** If, during the term of this Lease, Tenant, by reason 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 SPHA cannot make any reasonable accommodation that would enable Tenant to comply with the lease THEN; SPHA 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 Tenant, SPHA will work with appropriate agencies to secure suitable housing and will terminate the 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.

- G. **Annual Redetermination of Rent, Dwelling Size, and Eligibility:** The status of each family is to be re-examined at least once a year. The rent amount as fixed in Section 1 of the Lease Agreement is due each month until changed as described below.
1. Tenants paying Flat Rent shall have their incomes reexamined every year and make a statement that they want to continue with the flat rent or change to having their rent calculated. At the annual recertification Tenant shall certify to compliance with the 8 hour per month community service requirement, if applicable.
 2. Tenant promises to supply SPHA, when requested, with accurate information about: family composition, age of family members, income and source of income of all family members, assets, community service activities, and related information necessary to determine eligibility, annual income, adjusted income, and rent.

3. Failure to supply such information when requested is a serious violation of the terms of the lease and SPHA may terminate the lease. All information must be verified. Tenant agrees to comply with SPHA requests for verification by signing releases for third-party sources, presenting documents for review, or providing other suitable forms of verification.
 4. SPHA 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 SPHA to decide whether the amount of the rent should be changed, and whether the dwelling size is still appropriate.
 5. This determination will be made in accordance with the Admissions and Continued Occupancy Policy, which is publicly posted in the Authority Office. A copy of the policies can be furnished on request at the expense of the person making the request.
- H. **Interim Reexamination of Rent:** Rent will not change during the period between regular re-examinations, UNLESS during such period:
1. Tenant can verify a change in his/her circumstances (such as decline in or loss of income) that would justify a reduction in rent, except that rent shall not be reduced because a tenant's TANF grant is reduced because Tenant committed welfare fraud or failed to comply with a welfare department economic self sufficiency requirement. If a reduction is granted, Tenant must report subsequent increases in income within 10 days of the occurrence, until the next scheduled re-examination. (Failure to report within the 10 days may result in a retroactive rent charge.)
 2. If it is found that 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. SPHA then may apply an increase in rent retroactive to the first of the month following the month in which the misrepresentation occurred.
 3. Rent formulas or procedures are changed by Federal law or regulation.
 4. All changes in family composition must be reported to the Housing Manager within ten (10) days of the occurrence. Failure to report within the 10 days may result in a retroactive rent charge.
 5. 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 unless it is determined that the move is essential for the mental or physical health of Tenant AND it does not disqualify the family for size unit it is currently occupying.
- I. **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. It is the responsibility of the Tenant to **report in writing** all changes as outlined above within ten (10) days of the date that the change occurred.

Effective date of rent adjustments:

1. Timely Reporting (Within ten calendar days of the occurrence)
 - a. Decreases: 1st day of the month after the decrease in income is first reported to the property manager.
 - b. Increases: 1st day of the second month following the increase in income.
2. Late Reporting (After ten calendar days of the occurrence)
 - a. Decreases: The household is not entitled to a rent credit for any prior monthly rent before the decrease in income is reported to the property manager. Any applicable earned income disallowance period will occur, whether reported in a timely manner or not.

- b. Increases: The household will receive a retroactive charge for an increase in income that would have resulted in a rent increase and was not reported timely, retroactive to the month after the change should have been reported.
- 3. 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), SPHA shall apply the increase in rent retroactive to the first of the month following the month in which the misrepresentation occurred.
- 4. Retroactive rent charges will be applied only where it is found that the resident or resident authorized members have misrepresented or omitted the facts on which the rent is based so that the rent the resident is paying is less than the rent the resident should have been charged; or is late in reporting in accordance with Section 10-6 of the ACOP. The increase in rent shall be applied retroactively to the first of the month following the event in which the misrepresentation or failure to report occurred.
- 5. If the SPHA makes a rent calculation error at admission or re-examination and it causes a household's rent to be too low, any increase in rent will not go into effect retroactively. The increase in rent will go into effect the first day of the month after the error is discovered and proper notice of the rent increase has been given to the household.

If the SPHA makes a rent calculation error at admission or re-examination and it causes a household's rent to be too high SPHA will credit the resident's account for overpayment of rent retroactively.

- 6. **There will be no change in the Tenant's rent until SPHA receives third party verification. All changes must be in to SPHA's office no later than the twentieth (20th) day of the month in order to determine the rent amount for the following month.**

J. **Transfers:**

- 1. **SPHA Directed Transfer:** Federal regulations require SPHA to conduct reexaminations of the size of the household and the age, sex and relationship of household members. The Tenant agrees to accept a new lease and transfer to a different unit at the direction of SPHA based on an annual or interim redetermination. SPHA will notify Tenant in writing when an appropriate unit becomes available.

Upon notification the Tenant agrees to accept the offered unit within five (5) working days, unless Tenant can demonstrate to our satisfaction that Tenant has good cause for refusing the offer.

- 2. SPHA's will consider any transfer request or determination in accordance with its transfer policy as outlined in the ACOP.
- 3. The Tenant's refusal to transfer after proper notice from SPHA shall be considered a violation of this Lease.
- 4. SPHA may require the Tenant to move to another available unit if:
 - a. The size of the Residence is no longer appropriate for the Household composition; or
 - b. A transfer is necessary because the physical condition of the Tenant's unit poses a threat to the health or safety of the Household; or
 - c. The Residence has special features and SPHA determines that another family needs to live in a unit with the special features available at the Residence, and further determines that no household Member needs those special features.
 - d. A transfer is necessary to accommodate the remodeling, modernization or repair of the Residence.

5. **Tenant Requested Transfers:** To consider a Tenant requested transfer or transfer for convenience or other good cause, which may be approved or denied at the discretion of SPHA, the Tenant must have a two (2) year consecutive history of good rent paying habits and must have maintained good housekeeping standards and be in compliance with SPHA's rules and regulations. Tenants will only be offered two (2) units, if available. Failure to accept any of the two (2) units will result in the withdrawal of the Request from further consideration.
6. **New Lease:** If the Tenant transfers to another dwelling unit, this Lease shall terminate and a new written lease agreement shall be executed for the new dwelling unit. By transferring Tenant to another dwelling unit, however, SPHA shall not waive its right to terminate the lease for that new unit or to evict the Tenant from that new unit based upon conduct that occurred before the transfer (when Tenant resided at the Residence to which this Lease refers).
7. **Filing for a Transfer:** All Tenant requests for transfer, division of household and change of head of household must be requested in writing and submitted to the Housing Manager's office.
8. **Notice of Determination.** When SPHA determines that the Tenant must transfer to another unit, or when the Tenant has made a written request for a transfer, SPHA will mail or deliver a notice to Tenant which explains why a transfer is required, or which approves or denies Tenant's request. The Tenant shall move to the new unit within thirty (30) days after receipt of the notice or after notice that a new unit is available, whichever is later. The thirty day period may be extended by SPHA for good cause.
9. **Cost of Transfer:** SPHA will bear the reasonable costs of transfers which are necessary because of the modernization, demolition, disposition or rehabilitation of the unit, other emergency conditions that SPHA is unable to repair within twenty-four (24) hours, as well as the cost of all transfers needed as a reasonable accommodation for residents with disabilities.

The Tenant will bear the costs associated with all tenant requested occupancy transfers. If the unit the Tenant vacates requires cleaning by SPHA maintenance staff the cost is **one-hundred (\$100.00) dollars.**

Section 4. Obligations of SPHA:

SPHA agrees:

- A. To maintain the dwelling unit in a decent, safe and sanitary condition. The SPHA assumes no liability for damages caused to the Tenant or Tenant's property by criminal acts of a third party.
- B. To comply with 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 the buildings, facilities and common areas, not otherwise assigned to the 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 the SPHA.
- F. To notify the Tenant of the specific grounds for any proposed adverse action by the SPHA. (Such adverse action includes, but is not limited to, a rent adjustment, a proposed Lease termination, transfer of the Tenant to another dwelling unit, or the imposition of charges for maintenance and repair, or for excess consumption of utilities.) When the SPHA is required to afford the Tenant the opportunity for a hearing under the SPHA's Grievance Procedure concerning a proposed adverse action, the notice of proposed adverse Action shall inform the Tenant of the right to request such a hearing.

In the case of a Lease termination, a notice of Lease termination in accordance with Section 12 shall constitute adequate notice of proposed adverse action. In the case of a proposed adverse action other than a proposed Lease termination, the SPHA shall not take the proposed action until the time for the Tenant to request a Grievance Hearing has expired or the Grievance process has been completed.

- G. To furnish the following appliances; central heat and air conditioning, range, refrigerator and water heater without additional charge.
- H. To supply running water and reasonable amounts of hot water and reasonable amounts 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 the Tenant and supplied by a direct utility connection.
- I. To notify the U.S. Post Office that the Tenant has moved in the case of an eviction for illegal or drug-related activities.

Section 5. Obligations of the Tenant.

The Tenant agrees:

- A. Not to assign this Lease, nor to sublet, or transfer possession of the dwelling unit,
- B. Not to provide accommodations to boarders or lodgers; and not to give accommodation to long term guests (in excess of 14 days) without the advance written consent of SPHA.
- C. The Tenant agrees not to use or permit the use of the dwelling unit for any purposes other than as a private dwelling unit solely for the Tenant and the members of Tenant's household as identified in Section 1D.

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 SPHA's Occupancy standards, and so long as SPHA has granted prior written approval for the foster child(ren), or live-in aide to reside in the unit.

- D. With the written consent of the Executive Director or designee, members of the household may engage in **legal profit** making activities in the dwelling unit, where SPHA determines that such activities are incidental to primary use of the leased unit for residence by members of the household, and where such activities do not violate other Tenant's right to peaceful enjoyment of their residence.
- E. To abide by necessary and reasonable regulations made known by SPHA which shall be for the benefit and the well being of the housing development and the Tenants. Any such regulations shall be posted in the management office serving the development and the administrative office of SPHA;
- F. To comply with all obligations imposed upon the Tenant, members of the Tenant's household and invited guests by applicable provisions of building and housing codes materially affecting health and safety;
- G. **Community Service Requirement:** When required each qualifying adult in the household on the lease will perform at least 8 hours per month of qualifying community service, as specified by SPHA's Community Service Policy, herein incorporated by reference, unless the requirement is waived due to age, disability, or the fact that an adult is excused from this requirement because he/she is working, attending an educational institution, or participating in some other qualified training program. The Community Service requirement is not intended to be perceived as punitive, but as rewarding activity that will assist Tenants in improving their own and their neighbor's economic and social well-being and give Tenants a greater stake in their communities.

Tenant is EXEMPT from this requirement.

Tenant is NOT exempt from this requirement.

- H. To keep the dwelling unit and such other areas as may be assigned to him or her for his or her exclusive use in a clean and safe condition;
- I. To dispose of all ashes, garbage, rubbish, and other waste from the dwelling unit in a sanitary and safe manner;
- J. To use only in a reasonable manner all electrical, plumbing, sanitary, heating, ventilating, air conditioning and other facilities and appurtenances including elevators;
- K. To refrain from, and to cause his or her household and guests from destroying, defacing, damaging, or removing any part of the dwelling unit or property;
- L. To pay reasonable charges (other than for normal wear and tear) for the repair of damages to the dwelling unit, development buildings, facilities, or common areas caused by the Tenant, his or her household or guests;
- M. To conduct himself or herself and cause other persons who are on the premises with his or her permission to conduct themselves in a manner which will not disturb their neighbors' peaceful enjoyment of their accommodations and will be conducive to maintaining the development in a decent, safe and sanitary condition. The types of conduct prohibited by this section include, but are not limited to, the following:
 - 1. The loud playing of music;
 - 2. The illegal possession of firearms or controlled substances;
 - 3. The manufacture, sale, distribution or open use of alcoholic beverages;
 - 4. Any illegal or other activity which impairs the physical or social environment of the premises.
- N. That the Tenant, any member of the Tenant's household, a guest, or another person under the Tenant's control shall not engage in
 - 1. Any criminal activity that threatens the health, safety, or right to peaceful enjoyment of SPHA's public housing dwelling unit by other Tenants or employees of SPHA, or
 - 2. Any drug-related criminal activity on the premises. The term drug-related criminal activity means the illegal manufacture, sale, distribution, use, possession, or possession with intent to manufacture, sell, distribute, or use, of a controlled substance as defined in section 102 of the Controlled Substances Act (21 U.S.C. 802).
 - 3. Any drug-related criminal activity off the premises. The term drug related criminal activity means the illegal manufacture, sale, distribution, use, possession, or possession with intent to manufacture, sell, distribute, or use, of a controlled substance as defined in section 102 of the Controlled Substances Act (21 U.S.C. 802).
 - 4. Alcohol abuse that SPHA determines interferes with the health, safety, or right to peaceful enjoyment of the premises by other Tenants.
- O. **Trespass Policy:**
 - 1. **The Tenants are not permitted to allow person(s) on the property who have been banned by SPHA** as specified by SPHA's Trespass Policy, herein incorporated by reference. SPHA will provide the head of household a copy of the Trespass List and it will be posted in the main office lobby. The Tenant shall thereafter prohibit the trespassers from coming onto SPHA's property. Failure to disallow a trespasser from coming onto SPHA's property may result in a termination of the Tenant's lease.

2. The Tenant will take all reasonable steps to ensure persons listed on SPHA's property Trespasser List not be allowed in the Tenants' home and SPHA apartment complex as required by the Trespass List Policy and this lease. Such reasonable steps require the Tenant to notify SPHA and/or police in the event a trespasser is seen on or about the Tenants' home or SPHA property. A Tenant's failure to follow these rules is grounds for termination of the lease and eviction of the tenant.
3. Removal or Exceptions to Trespass List: If the Tenant or the trespasser feels that the trespasser should be allowed to visit, either the Tenant or the trespasser can apply for
 - a. Removal of the Trespasser's name from the Trespass List, or
 - b. A special exception. The SPHA will review these requests pursuant to the SPHA's written policy regarding the Trespass List. The Trespass Policy is defined in Attachments to this Dwelling Lease.
- P. Parents are responsible for the conduct of their children in accordance with City Ordinances. City curfews are enforced on SPHA's property.
- Q. Tenant shall not keep any unlicensed or inoperable motor vehicles in the development, or leave any motor vehicle unattended which has been raised off the ground on jacks, blocks, or by other means;
- R. Tenant shall not park, and shall inform their guests not to park on sidewalks, or on areas in the development which are not paved, and not to park in any manner which would obstruct the emptying of a dumpster container, or would otherwise block access to an emergency vehicle;
- S. **Restrictions on Alterations:** During the term of this Lease, Tenant agrees to abide by the below listed restrictions on alterations. The Tenant agrees not to:
 1. Change or remove any part of the appliances, fixtures or equipment that belong to SPHA, nor to install any major appliance such as air conditioner(s), washing machine(s), clothes dryer(s), freezer, etc., **without prior written consent of SPHA.**
 2. Install wallpaper, contact paper or floor covering anywhere in the unit;
 3. Attach awnings or window guards/bar in the unit.
 4. Install, attach or place any shelves, fixtures, signs, fences on the exterior of the building, in common areas or on the grounds;
 5. Install dishwashers, ceiling fans, heaters, waterbeds, air conditioners, generators or any other major appliance in the unit **without prior written approval from SPHA;**
 6. Install or place any aerials, antennas or other electrical connections to include satellite dishes on the unit or building without prior approval from SPHA, except as specified in Section 5 (AA) below;
 7. Not erect sheds and/or shacks on the property **without prior written approval from SPHA;**
 8. Paint your unit **without prior approval;**
 9. Deactivate, remove batteries, tamper or damage smoke detectors;
 10. Unnecessarily discharge, abuse, misuse or remove from dwelling unit any fire extinguishers that belong to SPHA;
 11. Not to plant flower or vegetable gardens on the property **without prior written approval;**

12. Tenant shall not install carpets or rugs without the consent of the SPHA;

Failure to comply with any of the restrictions will constitute a serious lease violation, and subject Tenant and household to lease termination. Tenant must request in writing and obtain prior written approval from SPHA for any alterations to the unit.

- T. Tenant shall cooperate with the SPHA in providing for pest control and maintenance in the development;
- U. Tenant shall keep paper, trash, cans, bottles, and other such debris picked up off the yard in the front, rear, and side of the apartment;
- V. **Vehicle Repairs:** Tenant shall not perform any major repairs to vehicles, such as engine overhauls, transmission repairs, etc., nor perform any oil changes or lubrication of any motor vehicle when the vehicle is located on SPHA's property;
- W. The only furniture allowed outside the unit is that furniture that is classified as outdoor furniture;
- X. In the event of becoming incapacitated, to provide temporary or permanent assistance as needed for adequate self care, or to seek temporary or permanent care elsewhere in accordance with medical recommendations;
- Y. **Waterbed:** Tenant shall not keep a waterbed in the unit without the SPHA's approval and the obtaining of liability insurance to provide for coverage due to damage caused by waterbeds, their weight and/or leakage. The SPHA must be named as beneficiary of that insurance;
- Z. Tenant shall take reasonable precautions to prevent fires. The Tenant agrees not to store or keep flammable materials in the dwelling unit or on the property.
- AA. **Satellite Dish:** Tenants must receive prior written approval to utilize a satellite dish as specified by SPHA's Satellite Dish Policy, herein incorporated by reference. Satellite dishes must be restricted to the unit and only the area assigned for exclusive use. Satellite dishes on SPHA properties must not exceed 39 inches in diameter. The use of a satellite dish must not interfere with common areas and the rights of others to peaceful enjoyment of the premises. **THE DISH CANNOT BE ATTACHED TO THE UNIT.**
- BB. Tenant shall not use gas and charcoal grills within 10 feet of buildings and shall not store or maintain combustible materials or liquids inside the dwelling unit or any storage building attached to a dwelling unit;
- CC. **Smoke Alarm:** The Tenant agrees not to disconnect damage or otherwise obstruct any smoke or fire alarm installed in the dwelling unit from its proper operation and to report immediately to SPHA upon becoming aware that a smoke or fire alarm is not properly operating. **If a smoke detector is found inoperable due to actions by the tenant the Authority will charge a \$25.00 fee for repairs.**

In the event of a fire or other insured peril caused by the Tenant, a member of the Tenant's household, or invited guest(s), which may be attributable to the negligence of the Tenant, a member of the Tenant's household or invited guest(s), the Tenant agrees to pay the cost of repair or replacement attributed to the fire;
- DD. The Tenant agrees to abide by other necessary and reasonable regulations, including house rules, as may be promulgated by SPHA for the benefit and well-being of SPHA's properties and its other Tenants which shall be posted in SPHA's office and are incorporated herein by reference.
- EE. **Repairs by Tenants:**
 - 1. Tenant agrees not to make repairs to the dwelling unit without prior approval of maintenance and is subject to inspection by maintenance. If the repairs made by the tenant are unsatisfactory the tenant will correct the deficiency at their expense. In an emergency situation, Tenant should do what a reasonable person would do under the circumstances to prevent any further damage then notify Maintenance promptly when any repairs to the dwelling unit or equipment therein are necessary. Pending completion of such repairs, the Tenant will not use nor permit the use of the damaged area or equipment in any way that will increase the damages or endanger any person or property.

2. The Tenant further agrees to use only in a reasonable manner all electrical, plumbing, sanitary, heating, ventilating, air-conditioning and other facilities or appurtenances. Any cost associated with repairing Tenant attempts to make unit repairs will be charged to the Tenant.
3. The Tenant agrees to pay reasonable charges (other than for normal wear and tear) or repairs of damage to the dwelling unit caused by the Tenant or Tenant's guest in accordance with the "***Schedule of Maintenance Charges***" posted in SPHA's maintenance office and incorporated herein by reference.
4. Tenant agrees to refrain from and to cause Tenant's guest to refrain from destroying, defacing, damaging, or removing any part of the SPHA's property. The Tenant also agrees not to use tacks, nails, screws, or fasteners on any part of the dwelling unit except in a manner prescribed by the SPHA. The Tenant agrees not to apply any kind of wall covering, or floor covering without prior written permission of the Executive Director or designee. The Tenant agrees not to build fences or place locks on doors or windows without prior written permission by SPHA. The Tenant further agrees not to cut or abuse trees or shrubbery nor allow their children or guest to do so.

FF. Absence from Unit:

1. The Tenant agrees to notify the SPHA if he/she is going to be absent from the dwelling unit for more than seven (7) consecutive days and provide a means for SPHA to contact the Tenant in the event of an emergency. If the Tenant willfully fails to advise SPHA of an extended absence it will be considered grounds for termination of the Lease and SPHA may recover actual damages from the Tenant.
2. The Tenant agrees that any member of the household will be considered permanently absent if he/she is away from the dwelling unit for three (3) consecutive months except as otherwise approved by the Executive Director or designee.
3. The Tenant agrees that if the sole member is incarcerated for more than thirty (30) consecutive days, he/she will be considered permanently absent. Any member of the household, other than the sole member, will be considered permanently absent if he/she is incarcerated for three (3) consecutive months. If the incarceration is for drug-related or violent criminal activity, the Lease will be terminated.

GG. Any violation of this section shall be considered a serious violation of the terms and conditions of the Lease. Three (3) violations of this section in a twelve (12) month period shall constitute good cause for SPHA to terminate this lease.

Section 6. Tenant Maintenance.

The Tenant shall use reasonable care in keeping the dwelling unit, its equipment, and appliances in such condition as to prevent hazardous health or sanitation problems from occurring. The Tenant shall notify the SPHA promptly of any known needs for repairs or of any unsafe conditions on the dwelling unit, in the common areas, community facilities, or elsewhere in the development which may lead to property damages or injury. Failure to notify maintenance of needed repairs constitutes a lease violation.

Section 7. Defects Hazardous to Life, Health, or Safety.

In the event that the dwelling unit is damaged to the extent that conditions are created that are hazardous to the life, health, or safety of the occupants the following are the responsibilities of SPHA and Tenant.

A. SPHA Responsibilities:

1. SPHA shall be responsible for repair of the unit within a reasonable period of time after receiving notice from Tenant. If the damage was caused by Tenant, household members, or guests, the reasonable cost of the repairs shall be charged to Tenant.

2. SPHA shall offer Tenant a replacement dwelling unit, if available, if necessary repairs cannot be made within a reasonable time. SPHA is not required to offer Tenant a replacement unit if Tenant, household members, or guests caused the hazardous condition.
3. Tenant shall accept any replacement unit offered by SPHA.
4. In the event SPHA, as described above cannot make repairs, and alternative accommodations are unavailable, then rent shall be abated in proportion to the seriousness of the damage and loss in value as a dwelling until the unit is repaired or the Tenant relocated. No abatement of rent shall occur if Tenant rejects alternative accommodations or if Tenant, household members, or guests caused the damage.
5. If SPHA determines that the dwelling unit is untenable because of imminent danger to the life, health, and safety of Tenant, and Tenant refuses alternative accommodations, this Lease shall be terminated, and any rent paid will be refunded to Tenant.

B. Tenant Responsibilities:

1. Tenant shall immediately notify the Housing 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.
2. Tenant agrees to continue to pay full rent, less the abated portion agreed upon by SPHA, during the time in which the defect remains uncorrected.

Section 8. Inspections by SPHA and Tenant.

- A. **Initial Inspection - Move In.** SPHA and Tenant shall inspect the unit before Tenant takes occupancy. SPHA shall furnish Tenant with a written statement of the condition of the unit and the equipment provided with the Residence. Tenant may amend the move-in inspection report with the agreement of SPHA within the first five days of the tenancy. Tenant and SPHA shall sign the inspection report, and a copy shall be kept in the Tenant's file.
- B. **Annual Inspection.** Tenant shall allow an annual inspection of the Residence, upon at least 48 hours advance notice from SPHA.
- C. **Final Inspection - Move Out.** Upon request by SPHA to a Tenant to move out of the Residence, or within five (5) days after receipt of notice by SPHA of the Tenant's intent to vacate, SPHA shall make reasonable efforts to advise the Tenant of the Tenant's right to be present at the inspection of the Residence for the purpose of determining the amount of security deposit to be returned. If the Tenant desires to be present when SPHA makes the inspection, the Tenant shall so advise SPHA in writing, who, in turn, shall notify the Tenant of the time and date of the inspection, which must be made within seventy-two (72) hours of termination of occupancy.
- D. **Interim Inspections.** Tenant shall permit SPHA, upon reasonable advance notice, to enter the Residence during normal business hours so that SPHA may perform routine inspections or maintenance, make improvements or repairs, show the unit for re-leasing or if SPHA believes that an unsanitary or hazardous condition exists, or that the Tenant has abandoned the Residence. A written statement specifying the purpose of the entry delivered to the unit at least twenty-four (24) hours in advance shall be considered reasonable.

Section 9. Access into Unit by SPHA.

The Tenant agrees to allow entry to the unit in the following instances:

- A. SPHA may enter the dwelling unit during business hours of 8:00 a.m. to 4:00 p.m. to perform routine inspections, scheduled maintenance or modernization work, or routine maintenance in response to non-emergency work-orders. SPHA shall give the Tenant at least twenty-four (24) hours advance written notice of the date, time, and purpose of the entry;

- B. When given permission by Tenant, SPHA may enter the dwelling unit in their absence, during business hours without giving prior written notice when performing routine maintenance in response to work-order requests. A Tenant's request for maintenance constitutes permission to enter the unit.
- C. SPHA may enter the dwelling unit at any time without advance notice when there is reasonable cause to believe that an emergency exists, including but not limited to cases of emergency work-orders, provided SPHA makes a reasonable effort to contact the Tenant prior to an emergency entry. "Emergency" means a sudden, generally unexpected occurrence or set of circumstances demanding immediate action.
- D. SPHA shall not abuse the right of access or use it to harass the tenant.
- E. By court order;
- F. As permitted by State law:
 - a. **Failure of tenant to maintain dwelling.** If there is noncompliance by the tenant materially affecting health and safety that can be remedied by repair, replacement of a damaged item or cleaning, and the tenant fails to comply as promptly as conditions require in case of emergency or within fourteen (14) days after written notice by SPHA specifying the breach and requesting that the tenant remedy it within that period of time, SPHA may enter the dwelling unit and cause the work to be done in a workmanlike manner and submit an itemized bill for the actual and reasonable cost or the fair and reasonable value thereof as rent on the next date when periodic rent is due, or if the rental agreement has terminated, for immediate payment.
 - b. **Absence, nonuse or abandonment by tenant.** During any absence of the tenant in excess of seven (7) days, SPHA may enter the dwelling unit at times reasonably necessary.
- G. If the tenant has abandoned or surrendered the premises;
- H. If the tenant is deceased, incapacitated or incarcerated;
- I. The Tenant agrees to allow scheduled contractors access to the unit. Failure to do so could result in an additional charge when the contractor is rescheduled.
- J. SPHA agrees to leave in the dwelling unit a written statement of the date, time, and purpose of entry, including repairs made, prior to leaving the dwelling unit.

Section 10. Notice Procedures.

- A. **Tenants Responsibility:** Any notice to Tenant required by law or provided for in this Lease, except such notices as provided, in Section 11, shall be sufficient if:
 - 1. In writing given to any adult person answering the door at the unit; or
 - 2. Sent by first class mail, properly stamped and addressed, to the Tenant at his or her address with a proper return address; or
 - 3. By other methods of service permitted by applicable law.
- B. **SPHA's Responsibility:** Notice to SPHA shall be sufficient if delivered:
 - 1. By first-class mail properly addressed at South Pittsburg Housing Authority, P.O. Box 231, South Pittsburg, TN 37380.
 - 2. Delivered to the Office at 214 Elm Avenue, South Pittsburg, TN.
- C. Unopened, canceled, first class mail returned by the Post Office shall be sufficient evidence that notice was given.

- D. A thirty (30) days notice at the office will be posted in the Office lobby and provided to the Tenants and Tenant organization via the Tenant's Newsletter that SPHA is proposing changes to the standard dwelling lease form, list of maintenance charges, schedule of utility allowances, Grievance Procedure, Pet Policy, transfer, rent collection and occupancy policies, rules of occupancy and any other SPHA policy which is incorporated into this Lease. The notice, which shall include a copy of the proposed policy, shall advise Tenant that SPHA will consider all written comments from Tenants about the proposed changes before they become effective. Changes to these policies shall not require a written addendum to this lease.
- E. If Tenant is visually impaired, all notices must be in an accessible format.

Section 11. Termination of the Lease:

The following procedures shall be followed by both the Tenant and SPHA with regard to termination of this lease:

A. Termination by Tenant:

- 1. **Notice and Obligation to Vacate:** Tenant may terminate this Lease by giving at least fourteen (14) days written notice to SPHA. Tenant shall leave the Residence in as clean and good condition as Tenant received it at the start of Tenant's occupancy, reasonable wear and tear excepted, and return all keys to SPHA. All Household Members and other occupants shall completely vacate the unit within the agreed upon timeframe.
- 2. **Personal Property:** After Tenant vacates the premises, either by expiration or termination of the Lease, eviction by SPHA, abandonment of the unit, or transfer of the Household to another dwelling unit, Tenant will be given the notice required by law concerning the disposition of any personal property of Tenant that remains on the premises.

In the event property is stored the Tenant is responsible for all reasonable costs of storing such property. The property will be released to Tenant or its rightful owner only after Tenant or the rightful owner pays to SPHA the reasonable costs of storage within the time required by law. Any property unclaimed after expiration of the period stated in the notice shall be deemed abandoned and SPHA may dispose of it as provided by law.

- 3. **Tenant's Death or Disability:**
 - a. If Tenant dies or becomes so disabled as to cease residing in the apartment and there are no remaining adult Household Members living in the Residence at the time of Tenant's death or disability who are qualified and eligible to continue to occupy the premises, this Lease shall terminate and SPHA shall secure the premises.
 - b. In the event of such death or permanent disability, SPHA shall contact the person(s) who the Tenant has designated, in writing, to take possession of Tenant's personal property. Access to the apartment will be granted to any such designated person, or to the Tenant's executor, administrator or guardian. If it appears that there is no such designated or authorized person, SPHA will take possession of, store and dispose of the Tenant's property.
- 4. **Absence of Original Tenant; Rights of Remaining Household Members:** If, through any cause, any Tenant who has signed the Lease ceases to reside at the unit, this Lease shall terminate. Remaining Household Members may continue to occupy the unit only if a qualified and responsible remaining adult Household Member, who is currently on the lease, enters into a new lease agreement with SPHA within the reasonable time specified by SPHA and only if the family is eligible for continued occupancy and is not in violation of this Lease. If there is no remaining Household Member qualified and eligible to continue to occupy the Residence, SPHA shall seek the eviction of the remaining Household members and notify the proper authorities in the case of juveniles.

B. Termination by SPHA:

1. SPHA shall not terminate or refuse to renew this lease other than for serious or repeated violation (three (3) times in a twelve (12) month period, of material terms of the lease. Any of the following types of criminal activity or repeated violations of the terms and conditions of any sections of this Lease by the Tenant, any member of the household, a guest, or another person under the Tenant's control of this lease shall be cause for termination. The following are examples of serious or repeated violation of terms and shall include but are not limited to:
 - a. Nonpayment of rent or other charges due under the Lease;
 - b. Repeated late payment of rent, which shall be defined as failure to pay the amount of rent or other charges or excess utilities due by the seventh (7th) working day of the month. Four such late payments within a twelve (12) month period shall constitute a repeated late payment;
 - c. Failure to pay utility bills when Tenant is responsible for paying such bills directly to the supplier of utilities;
 - d. Failure to provide timely and accurate statements of income, assets, expenses and family composition, to attend schedule reexaminations and to cooperate in the verification process;
 - e. Furnishing false or misleading information;
 - f. Failure to abide by necessary and reasonable rules, building and housing codes;
 - g. Acts of destruction, defacement or removal by Tenant or guests;
 - h. 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 SPHA's public housing premises by other Tenants, or any drug-related criminal activity shall be cause for termination of this Lease and eviction from the dwelling unit, even in the absence of an arrest or conviction;
 - i. The term drug related criminal activity means the illegal manufacture, sale, distribution, use, possession, or possession with the intent to manufacture, sell, distribute, or use, of a controlled substance as defined in section 102 of the Controlled Substances Act (21 U.S.C. 802) whether on SPHA's property or off the property.
 - j. Households that include an individual subject to a lifetime registration requirement under a State sex offender registration program.
 - k. Alcohol Abuse. Alcohol abuse by the Tenant, any member of the household, a guest or another person under their control is grounds for termination of the Lease if the SPHA determines such alcohol abuse interferes with the health, safety or right to peaceful enjoyment of the SPHA's public housing premises by other Tenants;
 - l. Failure to perform required community service or to be exempted there from;
 - m. Failure to allow inspection of the unit;
 - n. Determination that a family member knowingly permitted an ineligible non-citizen not listed on the lease to permanently reside in the unit;
 - o. Determination or discovery after occupancy of facts that make the tenant or household member ineligible for admission.
 - p. Any other good cause.

2. Once the Tenant is either evicted and padlocked pursuant to Court order for criminal activity, or once new Tenants have moved into the unit, the SPHA 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 dwelling unit.
3. In deciding to evict for criminal activity, the SPHA shall have the 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, the SPHA may permit continued occupancy by the remaining family members and may impose a condition that family members who engaged in the proscribed activity will neither reside in nor visit the dwelling unit. The SPHA 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 dwelling unit.

C. Notice of Lease Termination:

1. The SPHA may terminate this Lease by giving the Tenant advance written Notice of Termination of the Lease of:
 - a. Fourteen (14) days in the case of failure to pay rent.
 - b. A reasonable time, not to exceed thirty (30) days, commensurate with the exigencies of the situation in the case of creation or maintenance of a threat to the health or safety of other Tenants or SPHA employees.
 - c. In accordance Tennessee Code Annotated, Section 66-7-109, three (3) days if the tenant or any other person on the premises with the tenant's consent willfully or intentionally commits a violent act, or has engaged in any drug-related criminal activity, or behaves in a manner that constitutes or threatens to be a real and present danger to the health, safety or welfare of the life or property of other tenants, the landlord, the landlord's representatives or other persons on the premises.
 - d. Thirty (30) days in all other cases.
2. The notice of termination shall:
 - a. State specific reasons for the termination, including both the factual grounds for the termination and make a citation to the lease provision(s) which was violated.
 - b. Inform the Tenant of his or her right to make such reply as he or she may wish;
 - c. Inform the Tenant of his or her right to examine SPHA documents directly relevant to the termination or eviction; and
 - d. Inform the Tenant of his or her right to request a hearing in accordance with the SPHA's grievance procedure.
 - e. 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 SPHA is required to afford the Tenant the opportunity for a hearing under SPHA's Grievance Policy for a Grievance concerning the Lease termination, the tenancy will not terminate until the time for the Tenant to request a Grievance Hearing has expired, and the Grievance process has been completed. 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 SPHA 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 or other.
4. This Lease may be terminated by the Tenant at any time by giving **fifteen (15) days written Notice** in the manner specified in Section 12. The Tenant agrees to leave the dwelling unit in a clean and good condition and to return the keys to the Executive Director or designee upon vacating. Further the Tenant agrees to remove any and all contents of the dwelling unit which are not owned by the SPHA or had not otherwise been provided by the SPHA. Property of reasonable use and value, as determined by the SPHA, which has been left in the dwelling unit for a period of time, by a Tenant who has vacated the premises, shall be considered as abandoned and will be disposed of by the SPHA in accordance with Tennessee law. Costs of storage, removal, and disposal shall be assessed to and paid for by the Tenant.

Section 12. Rules and Regulations.

The Tenant agrees to abide by necessary and reasonable rules and regulations promulgated by SPHA for the benefit and well being of all Tenants. The Rules and Regulations now in effect are attached to this Lease and incorporated herein by reference. These Rules and Regulations may be modified by SPHA from time to time. The Tenant agrees to obey these modifications or amendments providing SPHA gives Tenant and Tenant councils at least thirty (30) days advance notice of the proposed changes with an opportunity to comment on them and SPHA takes your comments into consideration before making changes effective.

Rules and Regulations taking effect after execution of this Lease will be posted at SPHA's Office. Notices of proposed modifications will be delivered or mailed to the Tenant and also posted in a conspicuous place in SPHA's Office.

Section 13. Grievance Procedures:

If SPHA seeks to terminate the Lease or takes some other adverse action against the Household, Tenant may, in some instances, be entitled to request a grievance hearing to contest the action. SPHA's Grievance Procedures set forth what matters can be the subject of a grievance hearing. The Grievance Procedures also set forth the process for requesting a hearing and the procedures to be followed during the hearing. In the case of a proposed adverse action other than a proposed lease termination, SPHA shall not take the proposed action until the time for requesting a grievance hearing has expired, and (if a hearing was timely requested) the grievance process has been completed. The Grievance Procedures are incorporated into the Lease by this reference and may be amended from time to time.

Section 14. Miscellaneous.

- A. **Property Insurance:** The Tenant agrees that all personal property placed in the dwelling unit or any other place adjacent thereto, shall be at the Tenant's sole risk, and SPHA shall not be liable to the Tenant or Tenant's family, employees, invitee's, or licensees for any damage, loss, theft or destruction thereof unless caused by the negligence of SPHA. The Tenant is responsible for obtaining renter's insurance on Tenant-owned furnishings and personal property if desired.
- B. **Accommodation of Persons With Disabilities:** For all aspects of the Lease and Grievance Procedures, a disabled person shall be provided reasonable accommodation to the extent necessary to provide the disabled person with an opportunity to use and occupy the dwelling unit equal to a person without a disability. The SPHA shall provide a notice to each that the Tenant may, at any time during the tenancy, request reasonable accommodation for a disabled household member, including reasonable accommodations so that the Tenant can meet Lease requirements or other requirements of tenancy.
- C. **Firearms, knives, clubs & other weapons:**
 - 1. Tenant and Tenant's guest will not discharge or threaten to discharge a firearm of any type, including "B-B" guns or paintball guns on SPHA's property. Discharging or threatening to discharge a firearm will be considered a serious violation of the terms and conditions of this Lease.

2. Tenant and Tenant's guest further agree not to use or threaten to use, a knife, club or any other weapon against any person on SPHA's property. The use of or the threat to use a knife, club, or any other weapon against any person on SPHA's property will be considered a serious violation of the terms and conditions of this Lease.
- D. **Modifications to Lease:** This Lease, any amendments hereto and all documents incorporated herein by reference constitute the entire agreement between the parties. Any modification, except for rent changes, of the Lease will be accomplished by a written rider to the Lease executed by both parties except for Section 6 and any reference to posting of policy, rules and regulations.
 - E. **Court Costs and Attorney Fees:** If it becomes necessary for the SPHA to employ an attorney and bring court proceedings against the Tenant to collect any rent and other charges agreed to be paid, or to enforce the provision of this Lease, or to evict the Tenant from the dwelling unit, and if judgment is entered against the Tenant in favor of the SPHA in such proceedings, the Tenant may be obliged to pay all court costs and reasonable attorney's fees. If judgment is entered against the SPHA in favor of the Tenant in such proceedings, the SPHA may be obliged to pay all court costs and reasonable attorney's fees.
 - F. **No Representations or Warranties.** Neither SPHA nor any of its employees has made any representations other than those contained in this Lease.
 - G. **Pet Policy:** The Tenant agrees not to keep pets unless prior written approval is obtained from the Executive Director or designee in accordance with SPHA's Pet Policy, which is posted in SPHA's management office and is incorporated herein by reference. Tenants with a pet must pay a pet deposit per Section 2;K.5. Violation of the pet policy is grounds for the removal of the pet, termination of tenancy, or both.
 - H. **Unenforceable Lease Provisions:** The provisions of this Lease are intended by the parties to be joint and severable. Should any paragraph or any portion of any paragraph, or any portion of any sentence of any paragraph in this Lease, be found to be unenforceable due to any reason whatsoever, including unconstitutionality, it is the intention of the parties that the remaining portions of this Lease are enforceable remain binding and enforceable upon the parties.
 - I. **Construction.** The various head notes and groupings of the provisions of this Lease are for convenience and reference only and are in no way intended and shall not be construed to limit or restrict the meaning or application of any of the provisions to which they refer.
 - J. **Towing/Removal of Vehicles.**
 1. SPHA will have all unauthorized vehicles towed or otherwise removed from SPHA property, upon giving three (3) days written notice by posting the same upon the subject vehicle.
 2. SPHA will have a Tenant's, occupant's, Tenant's guest's, or trespasser's vehicle immediately towed or otherwise removed from such real property, without notice, if and when such person fails to comply with SPHA's permit parking policy as defined in SPHA's posted signage, to include posted signage relative to traffic and parking restrictions, including, but not limited to, traffic lanes, fire lanes, fire hydrants, handicapped areas, and/or the blocking of trash receptacles.
 3. The owner or lessee of a vehicle that has been removed pursuant to this section may make application to take possession of such vehicle and remove such vehicle from the place to which it has been removed or stored by paying the costs of removing such vehicle, plus the accrued towing and storage charges.
 4. SPHA may have the following vehicles towed or otherwise removed from the property, upon giving a ten-day written notice by posting the same upon the subject vehicle:
 - a. A vehicle with one (1) or more flat or missing tires;
 - b. A vehicle unable to operate under its own power;

- c. A vehicle with a missing or broken windshield or more than one (1) broken or missing window;
- d. A vehicle with one (1) or more missing fenders or bumpers;
- e. A motor vehicle that has not been in compliance with all applicable local or state laws relative to titling, licensing, operation, and registration for more than thirty (30) days.

5. Any nuisance vehicle located on or about SPHA's property may be towed or otherwise removed from such premises by SPHA upon giving twenty-four (24) hours written notice by posting the same upon the subject vehicle.

K. **No Waiver.** SPHA's failure to insist in any one or more instance upon the strict observance of the terms of the Lease shall not be considered a waiver of SPHA's right thereafter to enforce the provisions of the Lease. SPHA shall not waive its rights to enforce the Lease provisions unless it does so in writing, signed by an authorized agent of SPHA. The receipt by SPHA of rent, even with knowledge of the breach of any covenant or condition hereof, shall not be deemed a waiver of such breach or any other breach. Acceptance of rent by SPHA following service of a notice of termination of tenancy shall not be deemed a withdrawal of the notice or a waiver of SPHA's right to obtain possession of the leased premises.

L. **Condition of the Dwelling Unit:** By signing this Lease, Tenant agrees that the unit is safe, clean and in good condition, except as indicated on the Unit Inspection Report and/or the Lease Agreement Rider attached to and made a part of this Lease at initial occupancy. Tenant also agrees that all appliances (where applicable) and equipment are in good working condition and that SPHA has made no promise to decorate, improve, alter or repair the unit or any of its contents except as noted on the Unit Inspection Report.

The 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 and have received a copy of this lease And I hereby declare that the facts given in my application for housing are true and correct. I understand that if these facts are not true, this lease will be terminated and I will be required to vacate.

WITHHOLDING OR GIVING FALSE INFORMATION RELATIVE TO THE DETERMINATION OF ELIGIBILITY, AMOUNT OF RENT, AND WHO WILL OCCUPY THE PREMISES, OR TO MAKE A FALSE STATEMENT OR REPRESENTATION TO THE SOUTH PITTSBURG HOUSING AUTHORITY, WILL BE CONSIDERED INTENT TO DEFRAUD UNDER TENNESSEE AND FEDERAL LAW.

IN WITNESS WHEREOF, the parties have executed this Lease Agreement this _____ day of _____, _____, at South Pittsburg, Tennessee.

Head of Household	Date
Co-Tenant	Date
South Pittsburg Housing Authority Authorized Representative	Date

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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 SPHA before execution of the lease, or before SPHA'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 SPHA in connection with any federal housing assistance program (before and during the lease term) are true and complete to the best of my knowledge.

_____ Head of Household	_____ Date
_____ Co-Tenant	_____ Date
_____ Co-Tenant	_____ Date

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ATTACHMENTS

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

- Mold Policy/OSPHA Handbook
- OSPHA Lead Based Paint Handbook
- Dwelling Lease
- Tenant Handbook

STATEMENT ON RECEIPT OF INFORMATION

I/We have received a copy of the above information including “Protect Your Family from Lead in Your Home”. The above information has been thoroughly explained to me/us. I/we understand the possibility that lead-based paint may exist in my unit.

Head of Household	Date
Co-Tenant	Date
South Pittsburg Housing Authority Authorized Representative	Date

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