

HOUSING AUTHORITY OF NEWPORT, KENTUCKY
LEASE
W. 8th Street, City Wide, Liberty, and Central Housing
(Move-Ins On or After 3/9/2026)
Updated January 2026

1. PARTIES AND DWELLING UNIT: The parties to this Lease are The Newport Housing Authority, referred to as "Landlord" or "Housing Authority", and the occupying family, referred to as the "Resident". The Landlord leases to the Resident the premises located at:

Newport, KY, which is a two-bedroom unit. The premises leased are for the exclusive use and occupancy of the Resident and the Resident's household, consisting of the following named persons who will live in the dwelling unit:

(NAME)	(DATE OF BIRTH)

Additions to the household are prohibited within the first twelve (12) months of residency with the exception of children born into the household. Any additions to the household members listed above after the initial year of residency require the advance written approval of the Landlord. This includes Live-in Aides and foster children or adults, but excludes natural births. The Landlord shall approve the additions if they pass the admissions criteria, and the appropriate size unit is available. Deletions from the household shall be reported to the Landlord within ten (10) days.

If the Resident becomes incapable of complying with this Lease, the Landlord should contact the following person:

Person's name
Person's address
Person's phone number

2. LEASE TERM: This Lease shall begin on _____. The term shall be one year and shall renew automatically for another year, unless terminated by either the Landlord for good cause only or the Resident for any other reason.

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3. **RENTAL PAYMENT:** Resident shall pay monthly rent of \$ _____. If this Lease begins on a day other than the first day of the month, the first month's rent shall be prorated for the first month and shall be \$ _____.

This rent is based on the Authority-determined flat rent for this unit.
 This rent is based on the income and other information reported by the Resident.
 This rent is based on the Minimum Rent

(Check one)

Families may change rent calculation methods at any recertification. Families who have chosen the flat rent option may request a reexamination and change to the formula-based method at any time if the family's income has decreased, their ongoing expenses for such purposes as child care and medical care have changed, or any other circumstances that create a hardship for the family that would be alleviated by a change.

Rent is due on the first day of each month at the Newport Housing Authority office located at 30 East 8th Street, Newport, KY, and shall remain in effect until adjusted in accordance with the provisions of this lease. If a reasonable accommodation on where to pay rent is needed, other arrangements can be made. Cash payments are not acceptable.

If Resident fails to make the rent payment by the seventh day of the month, a notice to vacate will be issued to the Resident. A \$50 late charge will be assessed to cover the added costs of a rent payment received after the seventh day of the month. A check returned for non-sufficient funds shall be considered non-payment of rent, and in addition to the late charge, a \$35 returned check bank processing fee will be charged.

Four late payments within a 12-month period shall constitute a repeated late payment and be considered a violation of the tenant's obligations under the lease.

If a family is paying the minimum rent and its circumstances change, creating an inability to pay the rent, the family may request suspension of the minimum rent because of a recognized hardship.

In the event legal proceedings are required to recover possession of the premises, the Resident will be charged with the actual cost of such proceedings.

A. **UTILITY SUBSIDY:** If 30% of the Resident's adjusted income is less than the utility allowance for this unit, the Resident is eligible for a utility subsidy to pay for a portion of the gas and/or electric charges. The amount of any subsidy is subject to change at any time during residency based on the income reported by the Resident. If applicable, the amount of utility subsidy at the time of the signing of this Lease is: \$ _____/month.

RESIDENT _____ LANDLORD _____ N/A _____

Resident acknowledges it is their responsibility to coordinate with the electric company to have the electric and/or gas utility in Resident's name, to pay for the same when due, and keep the utilities on throughout their residency. Resident agrees Landlord is not obligated to provide said utility. Landlord will issue any utility subsidy due to the Resident directly to the utility provider in a timely fashion in accordance with its policies.

The Resident is also responsible to pay for water and sanitation usage over and above the usage allowance for their unit, if there is a separate water meter, within 30 days of billing. Such allowances are posted in the management office. This Unit does _____ does not _____ have a separate meter.

RESIDENT: _____ LANDLORD: _____ N/A: _____



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4. **SECURITY DEPOSIT:** The Resident has agreed to pay the amount of \$800.00 to the Landlord as a two-bedroom Security Deposit in the following manner:

- \$800.00 at the time of the signing of this Lease
- \$400.00 at the time of the signing of this Lease and \$400.00 on _____.
- \$200.00 at the time of the signing of this Lease and \$200.00 for three consecutive months beginning on _____ until the entire balance of \$800 is paid in full.

All Security Deposits shall be deposited into an account at _____ Bank. The Security Deposit is to be used by the Landlord at the termination of your lease, for reimbursement of the cost of repairing any damage to your unit or equipment, beyond normal wear and tear, and to pay any outstanding rent and other charges owed by the Resident. Any and all interest derived from the account shall be applied to resident services and activities.

Prior to paying a security deposit, the prospective leaseholder and the Authority will be obligated to inspect the dwelling unit prior to commencement of occupancy by the Resident. The Authority will furnish the Resident with a written statement of the condition of the dwelling unit and the equipment provided with the unit, and this statement shall be signed by the Authority and the Resident, and a copy of the statement shall be retained by the Authority in the Resident's file.

Landlord will hold this security deposit for the period the Resident occupies the dwelling unit. The Landlord shall not use the Security Deposit for rent or other charges while the Resident is living in the dwelling unit. **The Resident will be refunded the Security Deposit upon vacating the apartment, provided:**

- a. The resident has occupied the unit for a minimum of 12 months; and
- b. A 30-day written notice to vacate is submitted and/or a move-out form is completed at the Authority's office at least 30 days in advance of the move; and
- c. All rents and other charges are paid in full; and
- d. The dwelling and its equipment are left clean; and
- e. There is no damage to the apartment or its equipment beyond that due to normal wear and use; and
- f. The resident did not smoke at any time in the unit; and
- g. The dwelling keys are returned to the Authority office.

Residents moving with or without notice during the initial 12-month lease period will forfeit all of their Security Deposit. Residents moving without notice after the initial 12-month lease period will forfeit all of their Security Deposit. These requirements will be waived in the event of the sole household member's death or incapacitation. The Security Deposit will not be refunded until the Resident has vacated and a Move-Out Inspection Report has been completed by the Landlord, preferably in the presence of the Resident. The Resident has the right to be present during the move-out inspection. It shall be the Resident's responsibility to contact the Landlord to make arrangements to be present during the move-out inspection.

Within 60 days after the Resident has permanently moved out of the dwelling unit, the Landlord shall return the Security Deposit after deducting whatever amount is needed to pay the cost of:

- a. unpaid rent;
- b. repair of damages that exceed normal wear and tear as listed on the Move-Out Inspection Report; and



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- c. other charges due under the Lease.

Should it be determined that the Resident is to be charged for any items, the Landlord will send written notification to the Resident at the last known address. The Landlord will exercise any legal remedies necessary to collect the past due amounts. If the Resident disagrees with the amounts deducted, the Landlord will meet with the Resident to discuss the charges.

If it is determined that the Resident is due a Security Deposit refund, the Landlord will forward the refund to the last known address of the Resident, within 60 days of the Landlord's possession of the unit. If the refund is returned to the Landlord as undeliverable, and the Landlord has not received a response from the Resident within 60 days of the move-out date, the Landlord will retain the deposit free from any claim of the Resident or any person claiming it in his/her behalf.

- 5. **RESIDENT OBLIGATIONS:** The Resident shall use the premises as a private dwelling for himself or herself and the persons named in this Lease, with the exception of minor children born into the household during this tenancy, and shall not permit its use for any other purpose without the written permission of the Landlord.

The Resident agrees:

- a. the resident agrees that he/she and all household members age 18 or older who are not elderly (62 years of age or older), disabled, or otherwise exempted must work a minimum of 20 hours per week and earn at least the minimum wage or tipped minimum wage at the time of admission and continuously during residency. Individuals who are self-employed must be, at a minimum, earning the equivalent of 20 hours per week times the minimum wage. If at any time after admission the resident no longer qualifies as employed or exempted, he/she will be given sixty (60) days to comply with this requirement. Families in non-compliance of this requirement more than one time during any twelve-month period will not be given another sixty (60) days to comply and will be issued a notice to vacate, unless the second occurrence of the non-compliance was due to no fault of their own. During any period of non-compliance with this requirement, the individual must comply with the Community Service Requirement and will be required to pay no less than the minimum rent.
- b. not to permit any persons other than those listed above and minor children who are born into the household during this tenancy, to reside in the dwelling unit for more than fourteen (14) days each twelve-month period (consecutive or non-consecutive) without obtaining the prior written approval of the Landlord. "Residing" shall mean staying in the unit, whether overnight or during the daytime hours, for more than six consecutive hours at a time. The fourteen (14) days shall be cumulative, meaning each occurrence shall count as one toward the 14-day total, regardless of whether or not it is the same guest. This provision does not apply to those residents providing in-home care of a minor child or children, provided the resident has received permission from the Site Manager to provide such care, and provided the in-home care of such minor child/children does not cause any disturbance or violation of any other provisions of this lease.
- c. not to sublet or assign the unit, or any part of the unit;
- d. not to engage in or permit unlawful activities in the unit, in the common areas, or on the property grounds;
- e. to abide by necessary and reasonable rules and regulations established by the Landlord for the benefit and well-being of the housing community and the Residents, which shall be posted in the Authority office and incorporated by reference in this lease.
- f. **to refrain from smoking anywhere within 25' of the building, including inside the building, inside any apartment, and anywhere within 25 feet of the property owned and controlled by the Landlord.**

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- g. to comply with all obligations imposed upon Residents by applicable provisions of Federal, State, and local codes, laws, and regulations, including Section 42 of the Internal Revenue Code;
- h. to keep the premises, equipment, front and back yard areas, and such other areas as may be assigned to him/her for their exclusive use in clean, safe, and sanitary condition, and to keep porch, steps, and sidewalks free and clear of all obstructions, including toys, furniture, etc.
- i. to refrain from the use or possession of a waterbed in the dwelling, and to refrain from the use or possession on the premises of a trampoline or fire pit, and to refrain from the use or possession of broken, defaced, or damaged outdoor furniture. To refrain from the use of indoor furniture for the purpose of outdoor use, or to use other types of furniture not appropriate for outdoor use. To store gas grills and charcoal grills at least 10 feet from the building, and not to use any grill under the porch or roof overhang, and not to leave the grill unattended while in use.
- j. to dispose of all ashes, garbage, rubbish, and other waste from the premises in the proper, sanitary, and safe manner, and to return garbage cans to their proper place by 8:00 a.m. the morning after pick-up.
- k. to use only in a reasonable manner all electrical, plumbing, sanitation, heating, ventilating, air-conditioning, elevators, and other facilities and appurtenances. Further, to refrain from damaging, defacing, removing, or disconnecting the smoke detectors in the dwelling unit. And to contact the Landlord immediately for water leaks or other repair work, which may result in further damage if not repaired immediately. Failure to do so may result in a maintenance or damage charge.
- l. to refrain from, and to cause his/her household members, animals (where permitted), and guests to refrain from altering, destroying, defacing, damaging or removing any part of the premises, dwelling unit, its equipment or site and to refrain from making any repairs or alterations to the premises, dwelling unit, its equipment or site without the written consent of the Landlord.
- m. to pay for the costs of replacement or repair of damage to the dwelling, its equipment, project buildings, facilities or common areas caused by the Resident, his/her household members or guests (other than for normal wear and tear) pursuant to the schedule posted in the Authority office and to pay same on or before the completion of a 30 day notice of such charges by the Landlord. Any damage to the unit or its equipment is presumed to have been caused by the Resident, his/her household members, or guests unless otherwise proven by the Resident to the satisfaction of the Landlord.
- n. not to act or allow household members or guests (or pets where permitted) to act in a manner that will disturb the rights or comfort of neighbors;
- o. to refrain from the use, possession, and/or sale of illegal substances on or near Authority property and to refrain from and cause members and guests to refrain from illegal or other activity which impairs the physical or social environment of the Authority community, including violent or drug-related criminal activity on or off the premises;
- p. to refrain from using parking lots, lawns, or other Authority property to store or repair automobiles, machinery, or other equipment;
- q. to register all vehicles owned by members of the Resident's household with the Landlord at the time of move-in, or within 10 days of purchase of said vehicle. Any unlicensed, unregistered, or inoperable vehicle, or any vehicle parked on a lawn or in a "No Parking" zone, will be removed at the Resident's expense;
- r. to cooperate with Maintenance and Management for extermination and making repairs to the dwelling unit by allowing access when noticed to do so, and moving all furniture and other items which will impede the effective performance of such work;

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- s. to give notice to the Landlord in writing of any absence from the dwelling unit for a period in excess of seven (7) days on or before the first day of the absence. Failure to notify the Landlord of any extended absence in excess of seven (7) days may be construed by the Landlord as unit abandonment;
- t. to refrain from alcohol abuse or consumption, which is determined by the Landlord to interfere with the health, safety, or right to peaceful enjoyment of the Authority premises by other residents or Authority employees;
- u. that Residents, other household members, or guests of Residents are prohibited from carrying a concealed handgun, firearm, or other deadly weapon on or about their person anywhere on Housing Authority property, including, without limitation, all common areas, grounds, buildings, and facilities under the control of the Housing Authority, except for the Resident's own dwelling unit.
- v. to perform community service hours each month unless exempt from this requirement.
- w. to refrain from having unauthorized animals in or around the premises (See Pet Policy).

With the written permission of the Landlord, the Resident can incidentally use the premises for legally permissible income-producing purposes so long as the business does not infringe on the rights of other Residents. All such business-related uses of the premises must meet all zoning requirements, and the Resident must have the proper business licenses.

The Resident has the right to exclusive use and occupancy of the dwelling unit, which includes reasonable accommodation of the Resident's guests, visitors, and, with the consent of the Landlord, foster children and/or adults and the live-in caregiver of the Resident's family.

The resident understands and agrees that any items in the unit, including items stored in the basement or other area, shall be their sole responsibility, and the Landlord is not responsible for any lost, stolen, or damaged items, including those items damaged due to storms, leaking rainwater, sewer backups, or leaking water tanks. The Housing Authority recommends all Residents carry renters' insurance, at their own expense, to cover their personal contents against fire, flood, theft, or other damage.

6. **CONDITION OF DWELLING:** By signing this Lease and the Unit Inspection Report, the Resident acknowledges that the dwelling unit is safe, clean, and in good condition, and that all appliances provided by the Landlord (and listed below), and equipment in the dwelling unit are in good working order as described on the Move-in Unit Inspection Report. This report, signed by both the Resident and Landlord, is attached to this Lease.

Stove and Refrigerator

7. UTILITIES, SALES AND SERVICES, AND OTHER CHARGES:

a. **Utilities:** Landlord shall provide reasonable water and sanitation to all Residents up to a usage allowance. The Resident shall be responsible to pay for their heating, cooling, water heating, lighting (and other electrical usage), and their cooking, directly to the utility company. Resident is responsible to pay for water and sanitation usage above the allowance for their unit, if their unit has a separate water meter. The Resident will be billed by the management office, and the Resident shall pay for any usage above the allowance directly to the management office, within 30 days of the date of billing. (Usage allowances are posted in the lobby of the management office.) The Resident shall pay for all other services, including phone or internet services. The Resident shall be responsible for making the necessary arrangements with the applicable utility company for obtaining utilities, other than water and sanitation.



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Landlord in the event they receive a disconnection notice from the utility company. Non-payment of utilities is a violation of this Lease. The Newport Housing Authority shall not be liable to Resident in damages or otherwise if any one or more of said utility services which is directly controlled and contracted for by the Resident is interrupted or terminated because of necessary repairs, installations or improvements, or any cause beyond the Housing Authority of Newport's reasonable control, nor shall any interruption or termination relieve Resident from the obligation to perform this lease.

The Resident shall not waste utilities. The resident agrees to conserve energy by methods such as keeping outside lights off during the day; keeping windows and doors closed while either heating or cooling the unit; refraining from allowing others not residing in the unit to do laundry; refraining from the use of outdoor pools (other than small wading pools); and exercising other energy conservation measures. Resident acknowledges that Landlord maintains water and sanitation consumption records for the unit which are used to determine a rate of reasonable and normal consumption and that if Resident's water or sanitation use is in excess of reasonable and normal use, that Landlord may deem such use to be in violation of this clause and seek termination of the Lease for overuse of water and sanitary service and seek reimbursement for excessive charges above the normal and reasonable use of said utilities. The Resident also agrees to maintain heat to his/her apartment sufficiently to prevent freezing of piped water. The Resident agrees to notify the Landlord immediately should there be a noticeable problem with his/her furnace. The Resident also agrees to report any water or gas leaks to the Landlord immediately.

- b. **Sales & Services, and/or Other Charges:** The Resident agrees to pay for any and all other reasonable charges (other than normal wear and tear) for the repair of damages to the premises, project buildings, facilities, equipment, or common areas caused by the Resident, his/her family members, or guests. A list of maintenance charges is posted in the administrative office lobby and is part of this lease.

The Resident agrees to pay for such charges within 30 days of the date of the billing notice. If the Resident disagrees with any notice of Sales and Service or other charges, he/she shall have the right to request an informal hearing pursuant to the Grievance Procedure of the Housing Authority.

- 8. **RENT RECERTIFICATIONS:** Each year, by the date specified by the Landlord, Residents shall provide updated information regarding income, assets, expenses, and family composition. The Landlord shall verify the information supplied by the Resident and use the verified information to establish the amount of the Resident's rent for the next year. At the time of the annual review, the Landlord shall advise the Resident of any income that will be excluded from consideration in calculating the Resident's rent payment. For purposes of determining eligibility for LIHTC, all income (as prescribed in Section 42 of the Internal Revenue Code) will be included. For purposes of the HUD 50058 calculation and Resident rent payment, all income will be included, with the exception of exclusions mandated by HUD.

Income reviews will be held every year; however, rent increases will only occur once every three years for Residents choosing the flat rent option, unless an increase is mandated by HUD regulation.

At the time of the review appointment, the Resident may elect to change his or her rent choice option.

Notwithstanding anything to the contrary in this Section, any resident who cannot project annual income for a twelve (12) month period or reports zero income is required to report to the Housing Authority every three (3) months, as scheduled, for a review.

The Resident may request a change in the rent choice option before the date of any regularly scheduled review if the Resident experiences a decrease in income; their circumstances have changed, increasing their expenses for childcare and medical care, etc.; or other circumstances create a hardship on the family such that a formula method would be more financially feasible for the family.

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Residents paying rent based on income may meet with the Landlord to discuss any change in rent resulting from the recertification process; and if the Resident does not agree with the determination of Resident rent, the Resident may request a hearing in accordance with the Grievance Procedure of the Housing Authority.

9. **INTERIM RENT ADJUSTMENTS:** Residents must promptly report to the Landlord any of the following changes in household circumstances within 10 days of their occurrence, between Annual Rent Recertifications:

- a. A member has been added to the family through birth, adoption, or court-awarded custody.
- b. A household member is leaving or has left the family unit.

In addition, Residents paying rent based on a percentage of income must report any "new" income within 10 days of occurrence. "New" income means any income from a source not reported during the most recent reexamination. "New" income does not include increases in income from sources already reported. In addition, Residents paying rent based on a percentage of income may report the following activities, which occur between Annual Rent Recertifications:

- a. Decrease in annual income;
- b. Childcare expenses for children under the age of 13 that are necessary to enable a member of the household to be employed or to go to school;
- c. Handicapped assistance expenses, which enable a family member to work;
- d. Medical expenses of elderly, disabled, or handicapped headed households that are not covered by insurance; or
- e. Other family changes that impact their adjusted income.

In addition, a Resident who is not in compliance with the working requirement will be given 60 days to comply with this requirement.

In addition, a Resident who certified at their last recertification that they have no household income must report an increase in income within 10 days of the occurrence. Notwithstanding the provisions listed above, a Resident's rent shall not be reduced if the decrease in the family's annual income is caused by a reduction in the welfare or public assistance benefits received by the family that is a result of the Resident's failure to comply with the conditions of the assistance program requiring participation in an economic self-sufficiency program or other work activities. In addition, if the decrease in the family's annual income is caused by a reduction in welfare or public assistance benefits received by the family that is the result of an act of fraud, such decrease in income shall not result in a rent reduction. In such cases, the amount of income to be attributed to the family shall include what the family would have received had they complied with the welfare requirements or had not committed an act of fraud. For purposes of rent adjustments, the reduction of welfare or public assistance benefits to a family that occurs as a result of the expiration of a time limit for the receipt of assistance will not be considered a failure to comply with program requirements. Accordingly, a Resident's rent will be reduced as a result of such a decrease. The Landlord shall verify the information provided by the Resident to determine if a decrease in the rent is warranted.

If the Resident receives a letter or notice from HUD concerning the amount or verification of family income, the communication shall be brought to the **Property Manager or Deputy Director** within thirty (30) calendar days.

10. **EFFECTIVE DATE OF RENT CHANGE:** The Landlord shall give the Resident written notice of any change in the Resident's rent. The notice shall be signed by the Landlord, state the new amount the Resident is required to pay, and the effective date of the new rental amount.

- a. **Rent Decreases:** The Landlord shall process rent decreases so that the lowered rent amount becomes effective on the first day of the month after the Resident reports the change in household circumstances



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- b. **Rent Increases:** The Landlord shall process rent increases so that the Resident is given no less than 30 days' advance written notice of the new amount due

Once the rental rate is established, it shall remain in effect until the effective date of the next annual review, unless another interim review and change is warranted or the Resident elects to change to or from the flat rent calculation method. No resident shall pay more than the 50% Rent Limit as published annually by the Kentucky Housing Corporation.

- 11. **RESIDENT OBLIGATION TO REPAY:** Residents who pay rent based on income shall reimburse the Landlord for the difference between the rent that was paid and the rent that should have been charged if proper notice of income change had been given and if the following circumstances occur:

- a. Resident does not submit rent review information by the date specified in the Landlord's request; or
- b. Resident submits false information at Admission or at annual, special, or interim review.

Resident is not required to reimburse the Landlord for undercharges caused solely by the Landlord's failure to follow the U.S. Department of Housing and Urban Development's procedures for computing rent.

- 12. **LANDLORD OBLIGATIONS:**

The Landlord Agrees To:

- a. maintain the premises and the property in decent and safe condition;
- b. comply with requirements of applicable building codes, housing codes materially affecting health and safety, and U.S. Department of Housing and Urban Development regulations, and Section 42 of the Internal Revenue Code;
- c. make necessary repairs to the premises;
- d. keep property buildings, facilities, and common areas, not otherwise assigned to the Resident for maintenance and upkeep, in a clean and safe condition;
- e. 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 Landlord;
- f. provide and maintain appropriate receptacles and facilities for the deposit of garbage, rubbish, and other waste removed from the premises by the Resident; and
- g. supply running water (up to a usage allowance) and other utilities required by law at appropriate times of the year (according to local customs and usage) except where those utilities are generated by an installation within the exclusive control of the Resident and supplied by a direct utility connection.
- h. The Landlord will comply with the Uniform Residential Landlord and Tenant Act as adopted by the City of Newport.
- i. notify the Resident of the specific grounds for any proposed adverse action by the Housing Authority.

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

- a. The Resident shall immediately notify the Landlord;
- b. The Landlord shall be responsible for repair of the unit within a reasonable time. If the Resident, household members, or guests caused the damage, the reasonable cost of the repairs shall be charged to the Resident.



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- c. The Landlord shall offer standard alternative accommodations, if available, when necessary repairs cannot be made within a reasonable time.
- d. The Landlord shall make a provision for rent abatement in proportion to the seriousness of the damage and loss in value if repairs are not made within a reasonable time. No abatement of rent shall occur if the Resident rejects the alternative accommodation or if the Resident, Resident's household, or guests caused the damage.

13. RESTRICTION ON ALTERATIONS: The Resident shall not do any of the following without first obtaining the Landlord's written permission:

- a. dismantle, change, or remove any part of the appliances, fixtures, or equipment in the dwelling unit;
- b. paint or install wallpaper or contact paper in the dwelling unit;
- c. attach awnings or window guards in the dwelling unit;
- d. attach or place any fixtures, signs, or fences on the building(s), the common areas, or the property grounds;
- e. attach any shelves, screen doors, or other permanent improvements in the dwelling unit;
- f. install or alter carpeting, resurface floors, or alter woodwork;
- g. install washing machines, dryers, fans, heaters, or air conditioners
- h. place any aerials, antennas, or other electrical connections on the dwelling unit;
- i. install additional or different locks or gates on any doors or windows of the dwelling unit; or
- j. operate a business as an incidental use in the dwelling unit without the Authority's written permission.

14. ACCESS BY LANDLORD: The Landlord shall provide two (2) days' advance written notice to the Resident of its intent to enter the dwelling unit for the purpose of performing routine inspections, preventive maintenance, extermination, or to show the dwelling unit for rental. The notice shall specify the date, time, and purpose for the entry. The Resident shall permit the Landlord and/or its agents to enter the dwelling unit for these purposes.

In the event that the Resident and all adult members of the household are absent from the dwelling unit at the time of entry, the Landlord shall leave a card stating the date, time, and name of the person entering the dwelling unit, and the purpose of the visit. Failure to allow the Landlord to enter the unit may result in adverse legal action.

The Landlord may enter the dwelling unit at any time without advance notice when there is reasonable cause to believe an emergency exists. A Resident's request for maintenance shall constitute advance notice required to enter the dwelling unit for repairs.

15. SIZE OF DWELLING: The Resident understands that the Landlord assigns dwelling units according to the Occupancy Standards published in its Admissions and Continued Occupancy Policy (ACOP). The Standards consider the type (such as dwelling units designed for the elderly or handicapped) and size of the dwelling unit required by the number of household members. If the Resident is or becomes eligible for a different type or size dwelling unit and an appropriate dwelling unit under this program, and the Landlord's transfer policy becomes available, the Resident shall be given a reasonable period of time to move. This time shall not exceed sixty (60) days unless an unusual hardship condition exists. If the Resident fails to move to the designated dwelling unit within the notice period specified by the Landlord, the Landlord may terminate this lease.

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If the Landlord determines that a Resident must transfer to another unit based on family composition, the Landlord shall notify the Resident. The Resident may ask for an explanation stating the specific grounds of the determination, and if the Resident does not agree with the determination, the Resident may request a hearing in accordance with the Landlord's grievance procedures.

16. LEASE TERMINATION: Any termination of this Lease shall be carried out in accordance with U.S. Department of Housing and Urban Development regulations, State and local law, and the terms of this Lease. The Landlord may terminate this Lease agreement only for good cause. Good cause for termination of the Lease is Resident's failure to comply with the terms and conditions of this Lease, with addenda, but not limited to:

- a. The Resident may terminate or not renew *this* Lease at any time after the initial 12-month term by giving the Landlord thirty (30) days prior written notice of intent to vacate. Without the thirty (30) day notice, the Resident will forfeit his/her security deposit per Section 4 (Security Deposits) unless, for reasons beyond the Resident's control, they were unable to give notice.
- b. The Landlord may terminate or not renew *this* Lease for non-payment of rent by giving the Resident fourteen (14) days' notice of the Landlord's intention to terminate or not renew this Lease. The Landlord may also give the Resident fourteen (14) days' notice of termination/non-renewal in any case where the Resident's continued occupancy might cause or maintain a threat to the health and safety of other Residents or Authority employees or property.
- c. The Landlord may terminate or not renew this Lease for the Resident's noncompliance with its terms other than for non-payment of rent or other non-compliance as described in Part B of this section, by giving the Resident thirty (30) days' written notice of the Landlord's intention to terminate or not renew this Lease. The notice shall specify the non-compliance and, if the Resident has not violated the Lease in a similar way within the preceding six (6) months, and if the non-compliance can be remedied by the payment of sales and service or utilities, repairs, or otherwise, then the Resident may remedy that non-compliance and avoid the termination/non-renewal. Otherwise, the Landlord may terminate or not renew the Lease at the end of the thirty (30) days.

17. NOTICE OF LEASE TERMINATION AND OTHER LEGAL NOTICE: Any notice required hereunder will be sufficient if delivered in writing to the Resident personally, or to an adult member of the Resident household in the dwelling unit, or if sent by prepaid registered or certified mail, properly addressed to the Resident, postage prepaid. Notice to the Landlord must be in writing, either delivered to a Housing Authority employee at the Authority office within which the Resident resides or the central location of the Authority's offices, or sent by prepaid registered, certified, or first-class mail, properly addressed.

18. TERMINATION OF LEASE UPON DEATH OR INCAPACITY OF RESIDENT: Upon the death of the Resident, or if there is more than one Resident, upon the death of all Residents, either the Landlord or the personal representative of the Resident's estate may terminate this Lease upon 30 day's written notice, to be effective on the last day of a calendar month. If full notice is not given, the Resident's estate shall be liable for rent to the end of the notice period or to the date the unit is re-rented, whichever date comes first. The termination of a Lease under this section shall not relieve the Resident's estate from liability either for payment of rent or other amounts owed prior to or during the notice period, or for the payment of amounts necessary to restore the premises to their condition at the beginning of the Resident's occupancy, normal wear and tear excepted.

If during the term of this Lease, the Resident, by reason of physical or mental impairment, is no longer able to comply with the material provisions of this Lease and the Landlord cannot make a reasonable accommodation to enable the Resident to comply with the Lease, then action shall be taken. The Landlord will assist the Resident or designated member(s) of the Resident's family to move the Resident to more suitable housing. If there are no family members, the Landlord will work with appropriate agencies to secure suitable housing. This Lease will terminate upon the Resident moving from the unit.



Res. Init. _____

Manager Init. _____

19. PROPERTY ABANDONMENT: If a Resident abandons the dwelling unit, the Landlord shall take possession of the Resident's personal property remaining on the premises and shall store and care for the property. The Landlord will consider the unit to be abandoned when a resident has fallen behind in rent and has clearly indicated by words and/or actions an intention not to continue living in the unit. The Landlord has a claim against the Resident for reasonable costs and expenses incurred in removing the property, in storing and caring for the property, and in selling the property. The Landlord can collect from the Resident all these costs.

The Landlord may sell or otherwise dispose of the property after the Landlord receives legal possession of the unit, or 60 days after it reasonably appears to the Landlord that the Resident has abandoned the premises, whichever date occurs first. The Landlord agrees to make reasonable efforts to notify the Resident of the sale or disposal of his/her property by sending written notice of the sale by first-class mail to the last known address of the Resident. Useful items may be donated to the Resident Council for use by future residents, or for auction or sale.

20. GRIEVANCES: All individual grievances or appeals, with the exception of those cases concerning eviction or termination of tenancy which are based upon nonpayment of rent or a Resident's creation or maintenance of criminal activity that threatens the health or safety of other Residents or Landlord employees, including drug-related criminal activity, shall be processed under the Grievance Policy. This policy is posted in the administrative offices of the Housing Authority, where copies are available upon request.

Before the Landlord shall schedule a Grievance Hearing for any grievance concerning the amount of rent the Landlord claims is due, the Resident must first bring his or her rent account current by paying to the Landlord an amount equal to the amount of rent due and payable as of the first of the month preceding the month in which the act or failure to act took place. After the hearing is scheduled, the Resident shall continue to deposit this same monthly rent amount into the Landlord's escrow account until the complaint is resolved by the decision of the hearing officer or panel.

When the Housing Authority is required to afford the Resident the opportunity for a hearing in accordance with the authority's grievance procedure for a grievance concerning the Lease termination, the tenancy shall not terminate (even if any notice to vacate under State or local law has expired) until the time for the Resident to request a grievance hearing has expired, and (if a hearing was timely requested by the Resident) the grievance process has been completed.

21. DRUG-RELATED and CRIMINAL ACTIVITY: The Resident, any member of his/her household, or any guest of the Resident shall not engage in criminal activity, including drug-related criminal activity, on or off the Housing Authority premises, while the resident is in housing. Such criminal activity shall be cause for termination of occupancy as provided by Section 5101 of the Anti-Drug Abuse Act of 1977, amendments of Section 6(1) of the United States Housing Act of 1937, and Title 24 Code of Federal Regulations (CFR) Part 966 and/or Federal, State, and Local law. The term "drug-related criminal activity" means the illegal manufacture, sale, distribution, use, or possession with intent to manufacture, sell, distribute, or use of a controlled substance (as defined in Section 102 of the Controlled Substances Act [21 U S C 8031], or of any other illicit drug).

The Landlord may terminate the Lease in accordance with the above provisions for criminal activity by the Resident, a member of his/her household, or guest, whether such activity occurs on or off Housing Authority property.

Violation of the above provisions is a serious violation of the material terms of the Lease and is good cause for termination or non-renewal of this Lease, and eviction of Resident from the premises. Proof of violation shall not require a criminal conviction but shall be by a preponderance of the evidence.

Res. Init. _____



Manager Init. _____

22. **CHANGES:** This Lease, together with Attachments and any future adjustments of rent or dwelling unit, evidence the entire agreement between the Landlord and the Resident. Any changes or additions to this agreement shall be made in writing, signed and dated by both parties, except as provided under Sections 8, 9, and 15 (RENT RECERTIFICATIONS, INTERIM RENT ADJUSTMENTS, & SIZE OF DWELLING) hereof and except for rules and regulations which are enacted or amended by the Landlord and posted in the administrative office lobby.

23. **DISCRIMINATION PROHIBITED:** The Landlord shall not discriminate based upon race, color, creed, religion, national origin, sex, marital status, age, handicap or disability, familial status, or recipients of public assistance and shall comply with all nondiscrimination requirements of Federal, State, and local law.

24. **WAIVER PROVISION:** The failure or omission of the Landlord to enforce provisions of this Lease for any cause given above shall not negate the right of the Landlord to do so later for similar or other causes.

25. **VAWA PROTECTIONS:**

1. The Landlord may not consider incidents of domestic violence, dating violence, or stalking as serious or repeated violations of the lease or other “good cause” for termination of assistance, tenancy, or occupancy rights of the victim of abuse.
2. The Landlord may not consider criminal activity directly relating to abuse, engaged in by a member of a tenant’s household or any guest or other person under the tenant’s control, cause for termination of assistance, tenancy, or occupancy rights if the tenant or an immediate member of the tenant’s family is the victim or threatened victim of that abuse.
3. The Landlord may request in writing that the victim, or a family member on the victim’s behalf, certify that the individual is a victim of abuse and that the Certification of Domestic Violence, Dating Violence or Stalking, Form HUD-91066, or other documentation as noted on the certification form, be completed and submitted within 14 business days, or an agreed upon extension date, to receive protection under the VAWA. Failure to provide the certification or other supporting documentation within the specified timeframe may result in eviction.

26. **ATTACHMENTS TO THE LEASE:** The Resident certifies that he/she has received a copy of this Lease and the following Attachments to this Lease and understands that these Attachments are part of this Lease.

Attachments:

Lead-Based Paint Notice	Mold Addendum
Grievance Procedure	VAWA Notice of Occupancy Rights
Smoke-Free Housing Policy	Pet Policy
Parking Policy	Materials and Labor Charge Policy
Work Order Notice	Move-In Inspection Report

Res. Init. _____



Manager Init. _____

Signatures:

RESIDENT:

1) _____
(PRINT FULL NAME) (SIGNATURE) (DATE)

2) _____
(PRINT FULL NAME) (SIGNATURE) (DATE)

3) _____
(PRINT FULL NAME) (SIGNATURE) (DATE)

4) _____
(PRINT FULL NAME) (SIGNATURE) (DATE)

LANDLORD:

(PRINT FULL NAME) (SIGNATURE) (DATE)

(PRINT TITLE)

Res. Init. _____



Manager Init. _____