

# NORTH EAST TEXAS HOUSING PARTNERS TENANT LEASE AGREEMENT

## **Part 1: The part of the Lease that is specific to the individual Tenant**

This part is executed by the Tenant and PHA and includes the following information specific to each family's circumstances:

- Identity of all members of the Tenant's family and household by their relationship to the head, social security numbers, and dates of birth;
- Unit address, occupancy date, development name and number;
- Prorated and full monthly rent amount, security deposit required, prorated and full monthly utility allowance provided (if any), prorated and full monthly utility reimbursement (if any) and the amount of any other charges due under the Lease;
- Utilities and appliances provided by PHA with the unit;
- Identification of any accessible housing or alternate communication needs;
- Signature line for the parties to the Lease; and,
- A list of all pamphlets or informational materials provided to the Tenant at the time of admission.

**“PHA”** shall mean both NET Housing Partners and its duly contracted management companies (if applicable) and their employees acting in an official capacity.

**“Tenant”** shall be the Head of Household and Co-signer (spouse or co-head), if applicable, who signs the Lease.

**“Family Member(s)”** means any authorized persons whose names are included or added to the Tenant's application and the lease and who are members of the Tenant's “family”, as defined in PHA's Admission and Continued Occupancy Policy (ACOP). Family members have the right, if they pass screening as described in the Admissions and Continued Occupancy Policy and are either age 18 or older, or younger and a Court-recognized emancipated minor, to remain in the unit after the Head of Household leaves, as a remaining family member.

**“Household Member(s)”** means any “authorized persons” who are not members of the Tenant's family but who are members of the Tenant's household and whose names are included or added to the Tenant's application and the Lease. Household members may be foster children, foster adults, and Live-in Aides and have no rights as remaining family members.

In this Lease, both Family Members and Household Members are authorized occupants and are usually referred to as, “authorized Tenant” and/or “Tenant family”.

**“Dwelling Unit”** shall be the unit occupied by the Tenant and/or Tenant family (also called “household members”).

**“Premises”** or **“Property”** shall be all of the property owned or operated by PHA directly or indirectly to include, but not limited to, yards, sidewalks, porches, drives, and parking areas.

## **Part 2: The Lease Terms and Conditions**

Specifies the terms and conditions applicable to all Tenants. **Each Tenant receives a copy at lease execution and whenever any changes are made to the terms and conditions.**

## NET HOUSING PARTNERS

Property ID	Site	Account No.	No. Of Bedrooms
[ ] TX048-001	<input type="checkbox"/> DEERE-FOX CROSSING <input type="checkbox"/> FAIRVIEW PARK <input type="checkbox"/> PRICE PLACE <input type="checkbox"/> SHERMAN RIDGE <input type="checkbox"/> JACKSON LANDING		<input type="checkbox"/> 0 <input type="checkbox"/> 1 <input type="checkbox"/> 2 <input type="checkbox"/> 3 <input type="checkbox"/> 4

### PART 1 of the TENANT LEASE

1. **THIS LEASE AGREEMENT** is executed between NET Housing Partners, (hereafter referred to as "PHA"), and persons listed in Section 2 below (hereafter referred to as "**Tenant**").

Date of Lease	Beginning	End	Annual Review Date	Monthly Rent	Security Deposit

2. **Unit:** PHA, relying upon the representations of the Tenant as to the Tenant's eligibility, income, deductions from income, preferences, family/household size and housing needs, leases to the Tenant a unit in accordance with Part 2 of The Lease Terms and Conditions.

Tenant (Head of Household) \_\_\_\_\_

Spouse/Co-head (if applicable) \_\_\_\_\_

[ ] Deere-Fox Crossing, Apt. # \_\_\_\_\_      [ ] Fairview Park, Apt # \_\_\_\_\_

[ ] Sherman Ridge, Apt. # \_\_\_\_\_      [ ] Price Place, Apt. # \_\_\_\_\_

[ ] Jackson Landing, Apt. # \_\_\_\_\_

3. **Authorized Family and Household Members:** The Tenant's household is composed of the authorized family and household members listed below:

Name	Age & Birth Date	Relationship	Social Security Number
		Head	

4. **Initial Rent:** Is prorated for a partial month and shall be \$ \_\_\_\_\_ for the period beginning \_\_\_\_\_ and ending at midnight on \_\_\_\_\_.

5. **Utility Reimbursement:** If applicable, the Tenant shall receive the benefit of \$ \_\_\_\_\_ for a partial month's Utility Reimbursement for the period beginning \_\_\_\_\_ and ending at midnight on \_\_\_\_\_. Utility reimbursements shall be paid by PHA to the applicable Utility supplier and the Tenant.

6. **Monthly Rent/ Rent Choice:** After the initial rent established in (4) above, rent in the amount of \$\_\_\_\_\_ per month, shall be payable in advance without notice on the first (1<sup>st</sup>) day of each month. The Tenant has selected the following monthly rent, as checked by the Tenant:

7. **Rent Choice:**      Income-Based Rent \_\_\_\_\_      Flat Rent \_\_\_\_\_

8. **Rent Payments:** Tenant shall pay all rent and other charges at the PHA Office located 650 7<sup>th</sup> St. SW, Paris, Texas or by mail to P. O. Box 688, Paris, Texas 75461 or place in "Drop Box" at the Office. **Due to the PHA's "No Cash" Policy rents and other charges are to be paid by personal check, money order, cashier's check, or credit/debit cards.**

9. **Renewal:** Unless terminated as stated in the Lease Terms and Conditions, this Lease shall be automatically renewed for successive terms of one year, as long as Tenant is compliant with requirements.

10. **Adjustments:** The monthly rent stated above will remain in effect unless adjusted in accordance with the Lease Terms and Conditions. All changes, adjustments, credits and interim rents will be recorded herein below, and will be initialed by the Tenant and PHA Staff.

New Rent	Effective Date	Reason	Tenant Initial	PHA Initial

11. **Security Deposit: Tenant agrees to pay \$\_\_\_\_\_** as a security deposit in accordance with the Terms and Conditions of this Lease. Payment of security deposit is due at leasing or by payment of \$\_\_\_\_\_ down at leasing and \$\_\_\_\_\_ per month for the following \_\_\_ months until the balance is paid.

Tenants wishing to have satellite service installed will pay a \$100.00 satellite deposit, **in full PRIOR TO INSTALLATION OF SERVICE**, in accordance with the Terms and Conditions of this Lease.

**12. Utilities and Appliances:**

a) **The following utilities are furnished by PHA, as checked below:**

Water      Sewer Service      Garbage

b) **The following utilities are paid for by the Tenant, as checked below:**

Electricity      Gas

c) **The following appliances are supplied by the PHA, as checked below:**

Stove      Refrigerator      Washer Connections for all units.

Laundry Mats at Deere-Fox Crossing & Fairview Park

13. **Utilities Allowances for Tenant-Paid Utilities:** PHA shall provide Tenant, paying income-based rent, with a Utility Allowance, deducted from the Tenant Total Payment in the monthly amount of:

[ ] \$\_\_\_\_\_ For the following utilities: [X] Electricity [X] Natural Gas

[ ] Tenants who have elected to pay a Flat Rent do not receive a utility allowance. Flat and Ceiling Rent amounts already represent the deduction of a Utility Allowance.

[ ] Tenants who are billed for Excess Utilities agree to pay the PHA by the due date established.

[ ] The Tenant must keep utilities turned on in the unit, in the Head of Household's name, and to make payments directly to the utility supplier. The Tenant must pay the entire utility bill, even if it exceeds the Utility Allowance. The allowance shall be sufficient for a reasonable consumption of utilities by an energy conservative household of modest circumstances consistent with the requirements of a safe, sanitary and healthy living environment.

If the Tenant pays for utilities, by his/her signature below, the Tenant agrees to sign a third-party notification agreement with the utility company so that PHA will be notified if the Tenant fails to pay the utilities.

**14. Other Tenant responsibilities:** Subject to reasonable accommodations, this Lease requires the Tenant to assume the following responsibilities: \_\_\_\_\_

**15. Accessible Features:** Tenant has represented to PHA and PHA has verified the need for the following accessible feature(s):

- A separate bedroom       Unit for Hearing-Impaired       Unit for Vision-Impaired  
 A fully accessible apartment       BR Bath on 1<sup>st</sup> floor  
 Other \_\_\_\_\_

**16. Alternate form of communication or accessible format for written notices:** Tenant has represented to PHA and PHA has verified the need for the following alternate form of communication or accessible format: \_\_\_\_\_

By signature below, the Tenant agrees to the Terms and Conditions of this Lease. By the signature, below, the Tenant also acknowledges that the Terms and Conditions of this Lease Agreement have been received and thoroughly explained.

Tenant hereby certifies that he/she has not committed fraud in connection with any federal housing assistance program, unless such fraud was fully disclosed to PHA before execution of the Lease or before PHA approval for occupancy of the unit by the Tenant. Tenant further certifies that all information or documentation submitted to the PHA before and during the Lease term is true and complete to the best of my knowledge and belief. If fraudulent information is provided, the Tenant understands that the Lease may be terminated or the rent retroactively increased.

\_\_\_\_\_  
Tenant (Authorized Head of Household)      Date

\_\_\_\_\_  
Co-head of Household (if applicable)      Date

\_\_\_\_\_  
Other Adult      Date

\_\_\_\_\_  
PHA Representative      Date

**ATTACHMENTS TO THE LEASE:**

If indicated by an (X) below, PHA has provided the Tenant, during application or leasing, with a hard copy or/and access to an online digital copy (www.parisha.org) of the following attachments and information (Hard copy will be provided at Tenant’s request):

Application & Online:

- Supplement to Application
- Violence Against Women Act
- Violence Against Women Certification Form
- EIV – What You Should Know

- Criminal Screening, Drug Activity, Security
- Lifetime Offender Search Release
- Housing Assistance – Fraud Notice
- Debts Owed to PHAs

Lease:

- Terms and Conditions of the Lease
- Tenant Certification
- House Rules & Tenant Orientation Info
- Indemnity Agreement
- Rent Calculation & Choice Certification
- Authorization for Release of Information
- Community Service Exemption
- Lawn Care Agreement
- Information on Lead Poisoning
- Smoke Detector Safety & Certification
- Tenant’s Guide
- Move-In Pictures
- Move-In Inspection & Certification
- Curfew and Vehicle Registration Form
- Third-Party Utility Form
- Smoke Free Housing

Online:

- Rent Collection Policy
- “How Your Rent Is Determined
- PHA Grievance Procedure
- Housekeeping Policy, Care of Countertops
- Smoke Free Policy
- Community Service Policy
- Schedule of Maintenance Charges
- Animal Ownership Policy
- Hardship Exemption Information
- Community Room Policy
- Transfer Policy
- Move-Out Cleaning Requirements
- Information on Renter’s Insurance
- Laundry Facility & Appliance Form
- Satellite Dish Policy

[ ] Other: \_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

**STATEMENT ON RECEIPT OF INFORMATION:**

Tenant certifies that a copy of the above information regarding Lead Poisoning has been provided as part of the move-in packet.

Tenant certifies that the above information/attachments has been provided and thoroughly explained and the Tenant understands.

\_\_\_\_\_  
Tenant Date

\_\_\_\_\_  
Co-head of Household (if applicable) Date

\_\_\_\_\_  
Other Adult (if applicable) Date

\_\_\_\_\_  
PHA Representative Date  
**For discrimination complaints, call 1-800-669-9777**

## NET HOUSING PARTNERS

### LEASE PART 2: Terms and Conditions

**THIS LEASE AGREEMENT** (called the "Lease") is between NET Housing Partners, (called "PHA") and the Tenant named in the Lease Contract (called "Tenant").

PHA, relying upon data provided by the Tenant about income, family composition, and housing needs, leases to the Tenant, the property (and any steps, porch, lawn or yard immediately surrounding the unit all of which are hereinafter collectively called the "premises" or "dwelling unit") described in Part 1, Section 2 of the Lease, to be executed by the Tenant and PHA, subject to the Terms and Conditions contained in this Lease. The premises leased are for the exclusive use and occupancy of the Tenant and his/her household consisting of the named individuals in Part 1, Section 3 of the Lease, who will reside in the dwelling unit.

#### 1. Lease Term, Amount of Rent

- a. The initial term of this Lease is twelve (12) months, unless otherwise modified or terminated in accordance with Section 17. The Lease shall automatically be renewed for successive terms of one year if Tenant is in compliance with requirements.
- b. At admission and each annual recertification, the Tenant will be given a choice between paying an income-based rent or flat rent. The formula for income-based rent is established in Federal Regulations. Unless revised in the regulations, a Tenant pays the greater of 30 percent of adjusted monthly income or 10 percent of monthly income, but never less than the PHA minimum rent of \$50.00. Flat Rent and Ceiling Rent are a market-based rent that reflects the age, size, location, condition, and amenities of each of PHA's developments.
- c. Families that include at least one member who is either a U.S. citizen or an eligible immigrant and other members who are neither U.S. citizens nor eligible immigrants are called "Mixed Families". As required by Federal law, these families will pay a higher pro-rated rent based on the percentage of members who are eligible for housing assistance.
- d. In developments with Tenant-paid utilities, only Tenants who pay an income-based rent will receive a Utility Allowance off Total Tenant Payment. Flat and Ceiling Rent amounts already represent the deduction of a Utility Allowance.
- e. The rent amount is stated in Part 1, Section 6 and recorded in Section 10 of the Lease. Rent shall remain in effect unless adjusted by PHA in accordance with this Lease. The amount of the rent shall be determined by PHA in compliance with the HUD regulations.
- f. Rent and other charges are due and payable in advance, without notice, on the first (1<sup>st</sup>) day of each month in accordance with the Rent Collection Policy, incorporated herein by reference. If rent and other charges is not paid by on the 5<sup>th</sup>, the rent is considered late. If rent and other charges have still not been paid in full by 5:00 p.m. on the 10<sup>th</sup> day of the month, a late charge of \$25.00 will be assessed to the Tenant.
- g. If Tenant is late in payment of rent and other charges three (3) times within any twelve (12) month period, a fourth (4<sup>th</sup>) such late payment within that twelve (12) month period shall be considered repeated late payment and shall be a serious lease violation and grounds for lease termination.**

#### 2. Notice of Rent Adjustment

- a. When PHA increases the amount of the rent, PHA shall provide written notice to the Tenant no less than 30 days prior to the effective date of the increase.
- b. If rent decreases, PHA will reduce the rent on the first of the month after the circumstances leading to the decrease are reported by the Tenant, but not until the circumstances are verified.
- c. Tenant will accept a "**Notice of Rent Adjustment**" as an amendment to this Lease.

### 3. Payment Location

Tenant shall pay all rent and other charges at the PHA Office located 650 7<sup>th</sup> St. SW, Paris, Texas or by mail to P. O. Box 688, Paris, Texas 75461 or place in Rent Drop Box located at the office. **Due to the PHA's "No Cash" Policy rents and other charges are to be paid by personal check, money order, cashier's check, or credit/debit cards.**

### 4. Security Deposit & Fees

- a. The Tenant agrees to pay, at the time of leasing, a security deposit. For Elderly Families the amount of the security deposit shall be \$300.00 due at leasing or by payment of \$100.00 down and \$50.00 per month for 4 months. For Non-Elderly Families the amount of the security deposit shall be \$500.00 due at leasing or by payment of \$200.00 down and \$50.00 per month for 6 months.
- b. If Tenant wishes to have an animal, Tenant agrees to pay a **non-refundable animal ownership fee** of \$300.00 upon submitting request and receiving permission to have an animal in the unit. The amounts and purposes of the fee are described in the Animal Ownership Policy, incorporated herein by reference. This fee is not transferable between animals.
- c. Tenants wishing to have satellite service installed will pay a \$100.00 dish deposit, **in full PRIOR TO INSTALLATION OF SERVICE**, in accordance with the Satellite Dish Policy, incorporated herein by reference.
- d. If Tenant is transferred to another unit, Tenant will not be required to pay an additional or increased security deposit or animal ownership fee.
- e. PHA will use the Security Deposit at the termination of this Lease:
  - 1) To pay the cost of any rent or charges that are due; and,
  - 2) To reimburse PHA for the cost of repairing any damages caused by the Tenant, Tenant family, Tenant's animals(s), or guests, beyond reasonable wear and tear.
  - 3) To pay the cost of priming and painting premise, replacing equipment, addition cleaning in which Tenant, Guest, Visitors have smoked.
- f. Tenant must give the PHA thirty (30) days' written notice of intent to vacate or the PHA will charge the Tenant a penalty of thirty (30) days rent from the date the PHA first learns the dwelling is vacant.
- g. **SECURITY DEPOSIT WILL NOT BE REFUNDED IF PROPER NOTICE IS NOT GIVEN IN ACCORDANCE WITH SECTION 17 BELOW.**
- h. No later than the 30<sup>th</sup> day after Tenant yields possession of the dwelling unit (turns in keys) to the office, PHA will mail to Tenant, at the address Tenant provides to PHA in a written statement for the purpose of refunding security deposit, either:
  - 1) Tenant's security deposit; or
  - 2) An itemized list of deductions from Tenant's security deposit and/or the partial security deposit remaining, if any, after aforementioned deductions are applied.
- i. Tenant must give PHA a written statement of Tenant's forwarding address for the purpose of refunding the security deposit and/or written description of damages and charges. If Tenant does not comply the PHA shall mail the Tenant's security deposit and/or written description of damages and charges to the last known address. PHA will not be responsible if Tenant does not receive correspondence.

### 5. Annual and Interim Re-Certification of Rent, Dwelling Size and Eligibility

- a. **Annual Re-Certifications: The components of the mandatory annual re-certification are as follows:**
  - 1) The status of each family shall be re-certified at least once each year to determine whether or not any changes have occurred in Tenant's family circumstances, which would affect rent, eligibility and appropriateness of dwelling unit size. Families that claim zero income may be re-certified every 30 days; Fixed income Tenants. May be re-certified every 3 years.

- 2) The Tenant must supply PHA with accurate written information about family composition, citizenship and/or immigration status and age of family members, amount and source of income of all Tenant family members, assets and related information necessary to determine eligibility for continued occupancy, annual income, adjusted income, rent, any criminal activity by household members and appropriateness of dwelling size.
- 3) All adult members of the household must be present during the re-certification meeting to sign releases for required documentation.
- 4) The Tenant agrees to comply with reasonable PHA requests for verification by signing releases or authorizations for third-party sources, presenting documents for review or providing other suitable forms of verification. This information will be used by PHA to decide whether the amount of the rent should be changed, and whether the dwelling size is still appropriate for the Tenant's needs.
- 5) PHA will review family's compliance with the Community Service/Self Sufficiency Policy, incorporated herein by reference.
- 6) During the annual re-certification, Tenants will be given the choice between paying:
  - a. Rent based on income; or
  - b. Flat Rent based on the value of the dwelling unit.
- 7) PHA shall notify each family in writing of the dollar amount of these two rent amounts.
- 8) To comply with Annual Re-certification requirements, PHA shall give the Tenant reasonable notice of what action(s) the Tenant must take, and the date by which any such action must be taken, for compliance under this section.
- 9) In accordance with Federal and state law, PHA will process any applicable earned income disallowance for a qualifying family that has experienced an increase in their earned income.
- 10) Failure to supply requested information, comply with annual recertification requirements and/or to misrepresent income or qualification for deductions is a serious lease violation and grounds for lease termination.**

**b. Interim Re-certifications: The components of interim re-certifications are as follows:**

- 1) Between annual re-certifications, all changes in household income must be reported within ten (10) calendar days of the occurrence. **Certain changes in composition require advance approval by PHA. Tenants must report the following changes of household composition to the PHA within ten (10) calendar days of the occurrence:**
  - a. Birth or adoption of children and Court-awarded custody of children.
  - b. Other additions to the household require written approval by PHA **before** the changes of household composition are made. See Section 12 of this lease for details.
  - c. Failure to obtain advance permission to allow other persons to move into the dwelling unit is a serious lease violation and grounds for lease termination.**
- 2) In accordance with Federal and state law, PHA will process any applicable earned income disallowance for a qualifying family that has experienced an increase in their earned income. Tenants must report timely in accordance with Section 6(d) (1), in order to ensure full benefit of income disallowance.
- 3) PHA will process an interim reduction in rent if the Tenant has a decrease in income or change in household composition or circumstances that will last 30 days or longer.
- 4) Between annual re-certifications the Tenant may be switched from a flat rent to an income-based rent upon a showing of financial hardship.
- 5) PHA will grant a hardship exemption to a qualifying Tenant who is paying the minimum rent or the flat rent.
- 6) The Tenant paying flat rent or minimum rent must request the hardship exemption.
- 7) The following circumstances would constitute a hardship for Minimum or Flat rent payers:
  - a. Tenant experiences a loss income that will last more than 30 days;
  - b. The family has lost eligibility for or is awaiting an eligibility determination from a Federal, State or local assistance program;
  - c. A person with income leaves the Tenant family;
  - d. There is a death in the Tenant family;
  - e. Tenant would be evicted for being unable to pay the Flat Rent or the Minimum Rent.



- 8) Minimum rent payers will be granted an automatic 90 day exemption period. PHA will verify the Tenant's hardship claim and, if the Tenant does not qualify for a hardship exemption, PHA will reinstate the Minimum Rent, retroactive to the date the exemption was granted. PHA will enter into a Repayment Agreement for any rent not paid during the 90 day period. When the hardship is verified, the Tenant's rent will be based on the greater of 30 percent of adjusted monthly income or 10 percent of monthly income.
- 9) Flat rent payers who qualify for the hardship exemption will be required to provide necessary documentation of income and deductions so that PHA can compute an accurate income-based rent.
- 10) If a Tenant (other than a Flat or Minimum Rent payer) is granted a reduction in rent between annual re-certifications, the Tenant is then subject to an Interim increase in rent if Tenant's income increases.
- 11) PHA will process an interim increase in rent if the Tenant receives PHA's permission to add an adult member with income to the lease;
- 12) PHA will process an interim increase in rent if the Tenant's earned or unearned income increases.
- 13) PHA will process an interim increase in rent if the PHA discovers that the Tenant has been misrepresenting the facts upon which his or her rent is based. Failure to report accurate information is also grounds for Lease Termination in accordance with Section 17 of this Lease.
- 14) PHA will process an interim increase in rent if PHA verifies that a Tenant claiming zero income has either monetary or non-monetary income.

**d. PHA will not reduce any portion of rent if the public assistance benefits of a covered family are reduced when the welfare department verifies:**

- 1) **Any failure of any member of the family** to comply with conditions under the assistance program requiring participation in an economic self-sufficiency program or imposing a work activities requirement, or
  - 2) Welfare fraud.
  - 3) In either of the cases under this section, the Tenant's monthly contribution toward rent may not be decreased during the period of reduction, as a result of the benefits reduction.
  - 4) If the Tenant challenges the welfare program grant reduction, the requirements of Section 6 (a) (8) shall not take effect until the results of the challenge are known.
- e. Any and all changes in family income and composition (for example, size) that would cause a change in rent must be reported by Tenant to PHA within ten (10) days of such change(s).
- f. Effective Dates of Rent Changes: No change will be made in rent until PHA has received adequate verification to justify the change.

Timely Reporting (Within 10 calendar days of the occurrence)

- 1) Decreases - 1st day of the month after the decrease in income is first reported to the PHA and verified by third party.
- 2) Increases - 1<sup>st</sup> day of the second month following the increase in income.

Late Reporting (After 10 calendar days of the occurrence)

- 1) Decreases - The Tenant is not entitled to a rent credit for any prior monthly rent before the decrease in income is reported to the PHA. Any applicable earned income disallowance period will occur, whether reported in a timely manner or not.
- 2) Increases - The Tenant 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. Retroactive rent charges will be applied only if it is found that the Tenant has misrepresented the facts on which the rent is based so that the rent the Tenant is paying is less than the rent the Tenant should have been charged; or is late in reporting in accordance with Section 6(d) of this Lease. The increase in rent shall be applied retroactively to the first of the month following the month in which the misrepresentation or failure to report occurred.

- f. Notice of Rent Adjustments and Grievance Rights:
  - 1) The Tenant will be notified in writing of any rent adjustment due to annual or interim recertifications. All notices will state the effective date of the rent adjustment. The Tenant may ask for an explanation stating the specific grounds of the PHA's determination concerning rent, dwelling size or eligibility, and if the Tenant does not agree with the determination, the Tenant shall have the right to request a hearing under the PHA Grievance Procedures.
  - 2) PHA shall not begin eviction proceedings, or refuse to renew a lease, based upon the income of the Tenant family unless:
    - a) PHA has identified for possible rental by the family, other decent, safe and sanitary housing of suitable size available at a rent not exceeding the family's gross rent, or
    - b) PHA is required to do so by law.

## 6. Charges in Addition to Rent

- a. In addition to rent, the Tenant is responsible for the payment of other charges for maintenance, repairs and services, beyond normal wear and tear, caused by Tenant, household members and/or guests, as reflected in the current Schedule of Other Charges posted in the PHA Office and incorporated herein by reference. **"Normal wear and tear"** means deterioration that results from the intended use of a dwelling including breakage or malfunction due to age and deteriorated condition; but, the term does not include deterioration that results from negligence, accident or abuse of the premises, equipment by the Tenant, member of Tenant's household or guest(s). The Notice of Charge shall advise the Tenant that he/she has the right to an explanation of the charge and that disputes concerning charges may be resolved through the Grievance Procedures.
- b. PHA shall not be responsible for the repair of Tenant owned appliances or any damages to Tenant's possessions or property. The Tenant acknowledges that he/she should consider obtaining renter's insurance to cover personal property.
- c. Tenant agrees to request all repairs and services through the office during regular office hours, except in emergency.
- d. Charges in addition to rent are due on the first day of the month after the charge is incurred if a minimum of 14 days' notice has been given. The Tenant may have an opportunity to enter into a reasonable payment arrangement based upon the Tenant's adjusted income and payment history.
- e. **Failure to pay charges in addition to rent when due is a serious lease violation and grounds for lease termination.**
- f. Charges in addition to rent can include but are not limited to:
  - 1) Maintenance costs. The Tenant will be charged for services or repairs due to intentional, careless or negligent damage to the dwelling unit, common areas, or grounds beyond normal wear and tear, caused by the Tenant, Tenant family, Tenant's animal(s), or guests. When such damage occurs, the Tenant shall be charged for such service, either in accordance with the higher of a charge based on the Schedule of Maintenance Charges posted by PHA or the actual cost to PHA for the labor and materials needed to complete the work.
  - 2) Insufficient Funds Charge: A fee of the greater of \$35 or the amount charged by the bank will be charged to the Tenant for any check written to PHA by a Tenant that is returned for insufficient funds. In addition, no personal checks will be accepted from a Tenant who writes an NSF check. All future payments must be made by cashier's check, money order or debit/credit card.
  - 3) Late Fees: A charge of up to \$50, per month as specified in Part 2, Section 1(f) of this lease will be due and payable for all rent and other charges not received in a timely manner.
  - 4) Reasonable Accommodations: In levying charges in addition to rent, the Agency shall grant reasonable accommodation, at no charge to the Tenant, for persons with disabilities who require equipment, additional utilities or devices necessary for the treatment of the disability or to facilitate access to the dwelling unit, common areas, community facilities or grounds.

## 7. Utilities and Appliances

- a. **PHA-Supplied Utilities:** If indicated by an (X) in Part 1, Section 12(a) of this Lease, the PHA will supply the indicated utility (electricity, gas, water, sewer service, or trash collection). Tenant will pay directly for all other utilities or Tenant will pay excess utilities as billed by the PHA. The PHA will not be liable for any disruptions in service or failures of the utility service provided by the PHA.  
**UTILITIES MUST BE IN HEAD OF HOUSEHOLD'S NAME.**
- b. Utilities shall be used for normal household purposes only and not wasted. Tenant agrees not to waste any utilities provided by the PHA and to comply with all applicable laws, regulations, or guidelines of any governmental entity regulating utilities or fuels. Normal use **DOES NOT** include washing cars, allowing guests to do their laundry, children playing with the water hose or sprinkler, filling swimming pools, etc. Illegal tampering with utility metering devices, pursuant to the Texas Penal Code, shall be considered a violation of this Lease and grounds for termination of the Lease.
- c. **PHA-Supplied Appliances:** Unless indicated by an (X) in Part 1, Section 12(c) of this Lease, the PHA will provide a cooking range, refrigerator, and, in certain developments, a washer and dryer. Other major electrical appliances may be installed and operated only with the advance written approval of the PHA. All appliances must be professionally installed by a PHA-approved contractor at the Tenant's expense.
- d. **Tenant-Paid Utilities:** The PHA shall establish a monthly dollar amount as an Allowance for Tenant Supplied Utilities. The amount shall be appropriate for the size and type of dwelling unit occupied by the Tenant. The Total Tenant Payment less the Utility Allowance shall equal the Tenant Rent. If the Allowance for Utilities exceed the Total Tenant Payment, the PHA will pay a Utility Reimbursement to the Tenant and the utility supplier each month (quarterly if amount is \$45.00 or less). Tenants who have elected to pay a Flat Rent do not receive a utility allowance. Flat and Ceiling Rent amounts already represent the deduction of a Utility Allowance.
- e. The PHA may change the Utility Allowance at any time during the term of the lease and shall give the Tenant 60 days' written notice of the revised Utility Allowance, along with any changes in Tenant Rent or Utility Reimbursement.
- f. Tenant is responsible for paying the utility bill, related deposits and charges, if applicable. If Tenant's actual utility bill is less than the Utility Allowance, Tenant shall receive the benefit of such savings.
- g. **Tenant agrees to keep utilities connected at all times, in the Head of Household's name, and understands that disconnected utilities are a threat to the health and safety of household members and/or other Tenants and considered a serious lease violation.**

## 8. General Conditions For Use and Occupancy of the Dwelling Unit

- a. The dwelling unit shall be the sole domicile of the Tenant Household.
- b. The Tenant shall have the right to exclusive use and occupancy of the dwelling unit for the Tenant and other authorized Tenant members named in Part 1, Section 6 (1) and (2) of this lease. The Tenant shall neither assign the Lease, nor sublease the dwelling unit.
- c. The dwelling unit must be used only as a private residence, solely for the Tenant and the Tenant family members named on the Lease.
- d. PHA may, by prior written approval, consent to the Tenant's use of the dwelling unit for legal profit-making activities incidental to the primary use of the dwelling unit.
- e. Tenant must register guests who will stay in the unit overnight. The Tenant shall have the right to accommodate overnight guests or visitors for a period not exceeding five (5) days, in any given month, and no more than thirty (30) days per guest within a twelve-month period. If the Tenant wishes the guest to remain longer than thirty (30) calendar days in any twelve-month period, the Tenant must submit a written request to the PHA asking for permission to extend the time period.
- f. A "**guest**" is defined as a person in the leased dwelling unit or on the property with the consent of Tenant or a Tenant's household member. PHA may regulate, limit or prohibit from PHA property guests who have been disturbing other Tenants or violating this Lease or PHA Policies.

- g. PHA will not use guest registration information to run criminal history checks on adult guest unless PHA has reason to believe the guest is actually living at the property or the guest is causing trouble on the property as evinced by complaints from other Tenants, law enforcement personnel or security cameras.
- h. **Failure to register guests or to obtain PHA permission for visits longer than 30 days in a calendar year is a serious lease violation and grounds for lease termination.**

## 9. Housing Transfers

The Tenant can be relocated to another unit in the same or a different development under PHA's transfer policy, incorporated herein by reference. Transfers are divided into 5 categories:

- a. Emergency transfers are mandatory transfers that are implemented when unit or building conditions pose an immediate threat to Tenant life, health, or safety (examples: fire, flood, lack of heat) or administrative transfers to resolve problems of a life-threatening nature that are not related to building or unit as determined either by PHA or in a legal proceeding. The Tenant shall receive prior written notice, to the extent practicable. However, PHA will not provide prior written notice in situations where PHA has little or no warning of the condition or situation that results in an emergency.
- b. Administrative transfers are mandatory transfers initiated by PHA. These include:
  - Priority 1: Mandatory administrative transfers to permit PHA to renovate, modernize, revitalize, demolish or dispose of a public housing property;
  - Priority 2: Voluntary administrative transfers to move Tenants with disabilities to accessible units or units with features that accommodate their disabilities better than those in their current units, or mandatory transfers of Tenants without disabilities out of a unit with accessible features to permit a Tenant with disabilities to occupy the unit. **24 CFR § 8.27(1)**
  - Priority 3: Mandatory transfers to move families out of units that are too large or too small for the families. Families in units that are too large shall be transferred before families in units that are too small
- c. Tenant-Initiated transfers are non-mandatory transfers available to lease-compliant Tenants that have resided in a development for at least one year and would like to transfer to another unit in the same or different development.
- d. Prior to a transfer to another unit or development, Tenants shall receive a minimum of 30 days written notice, or longer as provided in the Admissions and Continued Occupancy Policy. Exceptions may be made, such as when the transfer is in response to problems of a life threatening nature; threat of attack by criminal elements; documented domestic violence; and witness protection orders.
- e. Under the Emergency and Administrative Transfer category, Tenants are required to transfer to another unit.
- f. Costs for Priority 1 Administrative transfers to move a Tenant with a disability to a more suitable unit, or a Tenant without a disability out of an accessible unit, or to permit modernization, rehabilitation, demolition, disposition or revitalization shall be paid by the PHA. The PHA shall also pay for the costs of emergency transfers when the emergency is due to unit conditions beyond the control of the Tenant.
- g. Tenant must bear the cost of transfers for over-housed or over-crowded families and Tenant-initiated transfers.
- h. Involuntary transfers are subject to the Grievance Procedure and no transfers may be made until the time to request a grievance has expired or the procedure has been completed.
- i. **Failure by the Tenant to comply with a mandatory transfer is grounds for termination of this Lease.**

## 10. PHA Obligations

PHA is Obligated:

- a. To refrain from discrimination based upon race, color, national origin, sex, age, disability, religion, familial status, sexual orientation, and/or gender identity.
- b. To maintain the dwelling unit, common areas and grounds, not otherwise assigned to Tenant for maintenance, in a decent, safe, and sanitary condition.
- c. To comply with the requirements of applicable City building codes, housing codes, and HUD regulations materially affecting health and safety.
- d. To make necessary repairs to the dwelling unit within a reasonable time period, upon receiving appropriate notice from Tenant. PHA's failure to make repairs in accordance with the maintenance policy after delivery of written notice to PHA in accordance with the Chapter 92 of the Texas Property Code may give Tenant one or more of the following rights: right to terminate this Lease, the right to repair the items listed in the notice to PHA and deduct the reasonable cost of repair up to one month's rent or \$500; or the right to file suit in JP Court.
- e. To maintain in good condition and safe working order electrical, plumbing, sanitary, heating, ventilating and other facilities and appliances (stove and refrigerator).
- f. To provide and maintain appropriate receptacles and facilities (except containers for the exclusive use of a Tenant) for the deposit of ashes, garbage, rubbish and other waste removed from the dwelling unit by the Tenant in accordance with this Lease. To supply running water and reasonable amounts of hot and cold water and a reasonable amount of heat at appropriate times of the year according to local custom and usage, except where the building that includes the dwelling unit is not required by law to be equipped for that purpose, or where heat or hot water is generated by an installation within the exclusive control of the Tenant and supplied by a direct utility connection.
- g. To notify the Tenant of the specific grounds for any proposed adverse action by PHA, and when applicable, to give the Tenant an opportunity for a hearing under the PHA Grievance Procedures.
  - 1) In the case of lease termination, a Notice of Lease Termination that complies with 24 CFR 966.4 (l) (3) shall constitute adequate notice of proposed adverse action.
  - 2) If the Tenant is disabled or handicapped, PHA will provide assistance in accordance with the equal access statement in the Admissions and Continued Occupancy Policy.
  - 3) PHA shall not take any proposed adverse action until time for Tenant to request a hearing under the Grievance Procedure has expired or the grievance process has been completed.
- h. To post in the PHA management offices and on PHA website, copies of all rules, regulations, schedules of charges and other documents that are part of this agreement and to make these available to Tenant at their request. Such schedules, rules and regulations may be modified from time to time by the PHA provided that the PHA shall give at least 30 days written notice to each affected Tenant setting forth the proposed modification, the reasons therefore, and providing the Tenant an opportunity to present written comments which shall be taken into consideration by the PHA prior to the proposed modification becoming effective. A copy of such notice of proposed modification shall be:
  - 1) Delivered directly or mailed to each Tenant; or
  - 2) Posted in at least three (3) conspicuous places within each structure or building in which the affected dwelling units are located, as well as in a conspicuous place at the PHA office.
- i. To inspect the Premises with the Tenant or his/her representative before the Tenant moves in and to give the Tenant a written statement of the condition of the Premises and the equipment therein at move-in and periodic inspections thereafter; and to inspect the Premises when the Tenant moves out and give the Tenant a written statement of charges, if any, for repairs beyond normal wear and tear. Tenant may join in any inspection of the Premises to the extent practical.
- j. To provide adequate briefing and explanation of the Lease provisions either before move-in or at the time of move-in; To enforce the terms of this Lease fairly, impartially, and in good faith.

- k. To provide units with accessible or adaptable features either by rehabilitation or through the redevelopment process or an Administrative transfer.
- l. Accommodations for Tenants with Disabilities: Upon request by a Tenant with disabilities, or the head of the household on behalf of a family member with disabilities, PHA will provide reasonable accommodations. PHA may, depending on the circumstances, provide either structural modifications or a non-structural solution, such as a transfer to a unit or building with the required accessible features, provided such options are effective in achieving accessibility. PHA is not obligated to provide accommodations or structural modifications if such accommodations or modifications create undue financial and administrative burdens or cause a fundamental alteration in the nature of the program.

## 11. Tenant's Obligations

Tenants, their family members, guests and other persons under the Tenant's control are obligated:

- a. To act in a cooperative manner with neighbors and PHA staff; To refrain from and cause Tenant's household members and guests to refrain from acting or speaking in an abusive or threatening manner toward neighbors and PHA staff; To act in a manner that will not disturb other Tenants' peaceful enjoyment of their accommodations, including refraining from behavior caused by drug or alcohol abuse that interferes with the health, safety or right to peaceful enjoyment of the premises by other Tenants, PHA employees, or persons residing in the immediate vicinity of the premises.
- b. Not to assign this lease, sublet, transfer possession of the premises or provide accommodation to roomers, boarders, lodgers or other persons not listed as household members in Part 1, Section 3 of this lease; Not to use or permit the use of the dwelling unit for any other purpose except as approved in writing by PHA; Not to permit the use of the unit as a mailing address for persons other than household members listed; Not to permit adult guests to stay in the unit overnight without registering the guest with PHA; Not to accommodate overnight guests or visitors for a period not exceeding five (5) days, in any given month, and no more than thirty (30) days per guest within a twelve-month period; Not to give accommodation to long-term guests without the express written consent of PHA; To notify the PHA of any additions to the household by birth, adoption or Court-awarded custody; To refrain from permitting other persons to join the household without first undergoing screening by the PHA.
  - 1) A "guest" is defined as a person in the leased dwelling unit or on the property with the consent of Tenant or a Tenant's household member. PHA may regulate, limit or prohibit from PHA property guests who have been disturbing other Tenants or violating this Lease or PHA Policies.
  - 2) PHA will not use guest registration information to run criminal history checks on adult guest unless PHA has reason to believe the guest is actually living at the property or the guest is causing trouble on the property as evinced by complaints from other Tenants, law enforcement personnel or security cameras.
  - 3) **Failure to register guests or to obtain PHA permission for visits longer than 30 days in a calendar year is a serious lease violation and grounds for lease termination.**
- c. To maintain the dwelling unit in a manner that complies with all obligations imposed upon the Tenant by applicable provisions of the building, housing, fire and health codes materially affecting health and safety; To maintain the premises assigned to the Tenant in a clean and safe condition that does not contribute to vermin infestation or other health or safety hazards.
- d. To maintain the yards and areas outside the dwelling unit that may be assigned to the Tenant in a neat, clean, orderly and safe condition, in accordance with the Lawn Care Agreement, incorporated herein by reference; To pick up and dispose of all garbage, ashes, cooking grease/oil, food scraps, rubbish and other waste in a sanitary and safe manner; Not to obstruct sidewalks, areaways, doors, passages, ramps, porches, steps or emergency egresses and not to use these areas for purposes other than coming into and going out of the dwelling unit; To abide by the PHA's Housekeeping Policy. Upon written approval by PHA, as a reasonable accommodation, Tenants with disabilities may be exempt from this obligation.

- e. To pay reasonable charges for the repair of damages to the dwelling unit, development buildings, facilities or common areas caused by the Tenant, household members, guests or other persons under the Tenant's control.
- f. To refrain from and to cause authorized Tenant members, guests and other persons under the control of the Tenant to refrain from destroying, defacing, damaging or removing any part of the dwelling unit, common areas, development or property; To refrain from and cause Tenant's household members and guest to refrain from loitering in common areas, yards, on sidewalks, parking areas, playgrounds, driveways, or streets; Not to dispose of litter on the grounds of the property and to cause Tenant's household members, guests and other persons under Tenant's control to refrain from littering; To refrain from placing signs of any type in or about the apartment except those allowed under applicable zoning ordinances and then only after having received written permission from PHA.
- g. To notify PHA immediately of any conditions in or about the dwelling unit or PHA grounds that are hazardous to health and safety of Tenant, household members or other Tenants and that are in need of repair; To notify PHA promptly upon observing vermin on the premises.
- h. To use in a reasonable manner all electrical, plumbing, sanitary, heating, ventilating, air conditioning and other facilities and appurtenances (accessories) to the dwelling unit; To pay promptly any utility bills for utilities supplied to Tenant by a direct connection to the utility company, and to avoid disconnection of utility service for such utilities; To refrain from wasting any PHA supplied utilities; **To refrain from having a waterbed on the premises.**
- i. To take reasonable precautions to prevent fires; to refrain from storing or keeping flammable materials upon the premises, such as gasoline, kerosene, mineral spirits, turpentine, paint, motor oil or other inflammable materials or explosives (including fireworks); to insure that smoke alarms are operable at all times; to provide and replace smoke detector batteries; Not to disconnect, disable or remove the smoke detector; To pay for damages caused by fire or smoke that are a direct result of negligence on the part of the Tenant any household member or guest, as determined by the Fire Department. Such fire and smoke damage charges shall be the amount of the repair/replacement, actual costs (including labor), or the deductible amount on the PHA's fire insurance policy, whichever is less. To refrain from smoking inside apartments. **To abide by SMOKE FREE POLICY, incorporated herein by reference.**
- j. To refrain from erecting or hanging radio or television antennas or a satellite dish on or from any part of the dwelling unit, install a window ac/heat unit, plant trees and/or shrubs, or install fences; To make no alteration or repairs or redecoration to the interior of the dwelling unit, including painting, wall paper, wall paper border, nails, screws, brackets, or fasteners on any part of the dwelling unit (except for a reasonable number of picture hangers), nor to install additional equipment, major appliances, ceiling fans or fixtures or any other alteration to the premises without the prior written consent of the PHA and then only under the conditions given by the PHA for such consent. Alterations or additions that cannot be removed without permanent damage to the dwelling unit shall become the property of PHA without compensation. **All alteration requests must be submitted to the office in writing.**
- k. To abide by the necessary and reasonable regulations and House Rules established by the PHA, for the benefit and well-being of the housing development and the Tenants, which shall be posted in the management office and incorporated by reference in the Lease. Tenant is encouraged to familiarize himself/herself with these rules and regulations. **Violations of House Rules constitutes a violation of the lease and may result in lease termination.**
- l. To notify PHA in advance and to make arrangements for the care of the leased premises if Tenant and Tenant's household plan to be away from the premises for more than fifteen (15) consecutive days.
- m. To transfer to another unit when required under the Emergency and/or Administrative Transfer procedures.
- n. To promptly remove any personal property left on the PHA property when Tenant leaves, abandons, or surrenders the unit; To leave the dwelling unit in clean and in good condition upon vacating (reasonable wear and tear expected) and to return to the PHA Office all dwelling unit and mailbox keys on the first business day after Tenant vacates the dwelling unit;
- o. To make no changes to locks or install new locks or anti-theft devices without PHA's written approval; To pay the cost for replacement keys to apartment and mailbox.

- p. To allow PHA to make necessary inspections of the Tenant's dwelling unit in accordance with Section 15 of this Lease; To conduct themselves properly and morally during inspection, maintenance repairs and pest control services, etc.
- q. To comply with the PHA's Community Service/Self-Sufficiency requirements as stated in Section 21 of this Lease.
- r. To refrain from parking any vehicles in any right-of-way or fire lane or other PHA property not designated for parking purposes; To park in Tenant parking spaces only (not visitor spaces); Not to bring any vehicle onto PHA property unless Tenant has registered with PHA, a valid driver's license, is insured to drive the vehicle and the vehicle has valid registration; Tenant must register all owned vehicles with the Office and display the parking decal. Any inoperable or unlicensed vehicle as described above will be removed from PHA property at the Tenant's expense. Automobile repairs are not permitted on PHA property.
- s. To ensure that authorized Tenants between the ages of seven (7) and sixteen (16) years of age living in the household attend school in accordance the anti-truancy statutes of the State of Texas, and to ensure that minor children do not violate any applicable Curfew Policy. To ensure that an adult is outside with children at all times and children are not left unattended.
- t. To refrain from, and cause members of the Tenant's household to refrain from, keeping, maintaining, feeding, harboring, or boarding animals(s) of any nature on the premises of any of PHA's sites, unless registered in accordance with PHA's Animal Ownership Policy; Not to allow on PHA property guest or visitors animals. The Animal Ownership Policy requires PHA's prior written consent and approval of a animal ownership application, which will become part of this Lease. No consent shall be given to animals classified as dangerous, or snakes or other exotic animals that are not household animals. All other state and local laws regarding curbing rules, anti-cruelty laws, animal control and animal health shall be applicable to animal ownership by any Tenant. Generally, persons with disabilities who have assistive animals are exempt from all provisions of the Animal Ownership Policy except those related to animal health and hygiene. **Violations of the Animal Ownership Policy may result in lease termination action.**
- u. To not consume or display any alcoholic beverages outside anywhere on PHA property; To refrain from breaking glass containers on PHA property; Behavior resulting from alcohol abuse that PHA determines interferes with the health, safety, or right to peaceful enjoyment of the premises by other Tenants shall be cause for termination of tenancy and for eviction from the dwelling unit.
- v. To refrain from and cause Tenant, family/household members, guests and other persons under Tenant's control to refrain from any drug-related or violent criminal activity or other activity that threatens others, in accordance with the Criminal Screening Policy, incorporated herein by reference, including but not limited to:
  - 1) Engaging in any activity on or off PHA premises, including physical and verbal assaults that threatens the health, safety or right to peaceful enjoyment of PHA's premises by other Tenants, PHA employees, agents of PHA, or persons residing in the immediate vicinity of the premises. A criminal conviction is not needed to demonstrate serious violations of the Lease;
  - 2) Engaging in any violent criminal activity, on or off PHA premises, or other activity that threatens the life, health or property of other Tenants, PHA employees, or persons residing in the immediate vicinity of the premises. In this instance, "violence" means an incident or incidents of actual or threatened domestic violence, dating violence or stalking. In no event is a Tenant or Tenant to have his or her tenancy, occupancy rights or program assistance terminated or be otherwise disadvantaged under this lease because the Tenant or Tenant or an immediate member of the Tenant's family is a victim of that violence. Terms in this paragraph shall further have the meanings given them in Section 8 of the United States Housing Act of 1937 (42 U.S.C. 1437f) as amended. Household member involved must submit to PHA Violence Against Women Act Certification Form and documentation.
  - 3) Engaging in any drug-related criminal activity on or off PHA premises; for purposes of the Lease, the term "drug-related criminal activity" means the illegal manufacture, sale, distribution, use, possession, storage, service, delivery or cultivation of a controlled substance.



- 4) **If Tenant, household members, guests or other persons under Tenant's control have been convicted of manufacture or production of methamphetamines on the premises of Federally assisted housing, the lease shall be terminated immediately.**
  - 5) **If Tenant, household members, guests or other persons under Tenant's control have a lifetime registration requirement under State Sex Offender registration laws, the lease shall be terminated immediately.**
  - 6) If Tenant, household member, guest or other persons under Tenant's control allow in or near the dwelling unit or on PHA property any person, who is under a notice of trespassing, has been evicted for violence or has been banned by Management from the PHA.
  - 7) Unless required by lawful employment, displaying anywhere on PHA property any legal firearms (operable or inoperable) or other weapons. Tenants who own legal firearms in compliance with State and local laws may store them in PHA units so long as firearms are registered with PHA and are stored either in a locked cabinet or use locking trigger guards to prevent accidental injury to a child.
  - 8) Displaying a weapon with a verbal or non-verbal threat to shoot, fire, explode, throw or otherwise discharge the weapon, to actually shoot, fire, explode, throw, or otherwise discharge a deadly weapon, or to inflict any injury on another person or to damage any property through the intentional, reckless, careless or negligent use of a weapon. For purposes of this lease, a "deadly weapon" means a firearm or anything manifestly designed, made or adapted for the purpose of inflicting death or serious bodily injury. A deadly weapon shall include but not be limited to a club, explosive weapon, firearm, knife, bull whip, prohibited dog breed, knuckles or other weapons as defined in the Texas Penal code. This also prohibits the use of any BB gun or pellet guns on PHA property; and
  - 9) **Owning or possessing illegal weapons on PHA property.**
- w. Tenants living in scattered site units must comply with all applicable deed restrictions established by the applicable Neighborhood Association. The deed restrictions are incorporated herein and made a part of this lease. Violation of a deed restriction shall put the Tenant in default of this lease and the PHA may terminate the lease.
  - x. To refrain from and cause Tenant, family/household members, guests and other persons under Tenant's control to refrain from congregating or gathering, setting up any type of entertainment or structure for any unauthorized event on the PHA property.
  - y. Tenant, family/household members, guests and other persons under Tenant's control are required to abide by the PHA's Curfew which is 10:00 p.m. on weeknights and 11:00 p.m. on weekends.
  - z. **Failure by the Tenant to comply with these Tenant Obligations is grounds for termination of this Lease.**

## 12. Changes in the Household

- a. Tenant agrees to wait for PHA's written approval before allowing additional persons to move into the dwelling unit. Failure by Tenant to comply with this provision shall be considered a serious Lease violation and grounds for termination of this Lease.
- b. Children born to or adopted by family members listed on the lease and children whose custody is awarded to the family by a court of competent jurisdiction will automatically be added to the Lease upon notification by Tenant to PHA and receipt of required documents. When the addition of a child or children overcrowds the unit in which the Tenant is residing, the Tenant will be placed on the transfer waiting list for a move to an appropriately larger unit.
- c. All other additions to the household, including but not limited to foster children, foster adults, and Live-in Aides **require the prior written approval of PHA**. For new family members age 15 and older, including Live-in Aides, such approval will be granted only if the new family member meets PHA's applicant screening criteria and the addition of the new family member does not overcrowd the unit.

- d. Prior approval to add a Live-in Aide is required and shall not be unreasonably refused. A Live-in Aide is a person who resides with a Tenant with a disability and who is determined, by a qualified health care provider, to be essential to the care and well-being of the Tenant, is not obligated for the support of the Tenant, and who would not be living in the dwelling unit except to provide the required supportive services. Generally, a Live-in Aide may not move into a unit if it would create overcrowding. However, based on a request for a reasonable accommodation, a Live-in Aide may be permitted to move into the unit until the household is transferred to another unit of appropriate size. Live-in Aides have no rights as remaining family members.
- e. PHA shall approve or disapprove a Tenant's request to allow a person to move into the dwelling unit within 30 business days of receipt of the written request. This time period can be extended if there is a delay beyond the control of PHA or the Tenant. If PHA makes no decision within the time period, or any extensions, set forth in this subparagraph, then the Tenant's request shall be deemed approved.
- f. Authorized Tenants who move out of the dwelling unit, for any reason, shall be reported by the Tenant to PHA in writing, within 10 days of the occurrence.
- g. Remaining family members. If the head of household dies or leaves the unit for any reason, continued occupancy by remaining household members is permissible only if there is one or more household members on the Lease and living in the household who passes screening and is 18 years of age or older or an emancipated minor. Eviction proceedings can be commenced if
  - 1) the remaining household members fail to inform PHA within 10 days of the death or departure of the former head of household;
  - 2) there is no family member qualified to sign a new lease, or
  - 3) after the remaining family member's approval to assume the lease obligations, her/she fails to sign a new Lease within 30 days and/or
  - 4) the only adults or emancipated minors remaining in the unit have committed rent default or criminal activity violations.
  - 5) the family fails to notify the PHA of any additions to the household by birth, adoption or Court-awarded custody and to refrain from permitting other persons to join the household without first undergoing screening by the PHA, except as provided in Section 9(a).
- h. PHA may permit an adult not on the Lease to join the household as a new head of household. In giving approval for such an arrangement, PHA will consider whether there is any remaining member capable of executing a Lease and the ability of the family to stay together if the new household member is allowed. The new head of the household must meet PHA's applicant screening criteria. A new head of the household added to the Lease under the above paragraph(s) f. and g. will be charged for any arrearages incurred by the former head of household. PHA reserves the right to establish a payment plan with the new head of household, especially when an eviction for arrearages would result in the separation of the family.
- i. If this Lease is an extension of occupancy by the Tenant's household under a prior Lease or Leases with PHA, any amounts due under the prior Lease or Leases may be charged and collected as if the same had occurred under this Lease.

### **13. Entry of Premises During Tenancy**

- a. Tenant agrees, upon applicable and/or reasonable notice, that the authorized agent, employee or representative of PHA shall be permitted to enter Tenant's dwelling lease during reasonable hours (7:30 a.m. to 5:30 p.m.) for the purpose of performing routine inspections, maintenance, and pest control, making improvements or repairs, showing premises for re-leasing and determining occupancy of the dwelling unit when reasonable doubt exists as to Tenant's occupancy therein.
- b. When the Tenant calls to request maintenance on the dwelling unit, PHA shall acknowledge receipt of the request within 24 hours for emergency work orders and 72 hours for all other work orders. A request for maintenance constitutes permission for PHA to enter the unit and perform the maintenance without advance notice.
- c. For reasons other than requested maintenance, PHA shall give all Tenants a minimum 48 hours' written notice that PHA intends to enter the dwelling unit and state the reason for entry. Tenants with disabilities will be provided notice in the formats they request.

- d. PHA may enter the Tenant's dwelling unit at any time without advance notification when there is reasonable cause to believe that an emergency exists that poses an immediate threat to the safety and/or welfare of Tenants and/or employees.
- e. If the Tenant and all adult members of the household are absent from the dwelling unit at the time of entry, PHA shall leave a written statement in the dwelling unit specifying the date, time and purpose of entry prior to leaving the dwelling unit.
- f. PHA may need to drop off Protected Personal Information with Tenants. If Tenants are not home the PHA will leave the information on the inside of unit and a notice of entry on the door.
- g. **PHA may enter Tenant's unit without written notice to Tenant:**
  - 1) The [ ] 3<sup>rd</sup> Wednesday every third (3<sup>rd</sup>) month for pest control service, in accordance with the Extermination Policy, included herein by reference. At the time of pest control service, the PHA will conduct an indoor/outdoor housekeeping inspection, and
  - 2) The [ ] 4<sup>th</sup> Wednesday of the month to change central heat/air condition filters.
- h. **Failure of PHA being able to gain access of unit to perform paragraph 1 & 2 above may result in additional charges to Tenant and may constitute a termination of Dwelling Lease.**

#### 14. Defects Hazardous to Life, Health or Safety

If the dwelling unit is damaged so that conditions are created that are hazardous to the life, health or safety of the occupants, the following terms will be applicable:

- a. PHA Responsibilities and Services: PHA shall be responsible for repair of the unit within a reasonable period of time after receiving notice from the Tenant. If the damage was caused by the Tenant, family members, Tenant's animals(s), guests, or other person under the Tenant's control, the reasonable cost of the repairs shall be charged to the Tenant. The reasonable period of time to abate and repair an emergency is defined to be 24 hours.
- b. If necessary repairs cannot be made within a reasonable time, PHA shall offer the Tenant decent, safe and sanitary alternative accommodations.
- c. If repairs cannot be made by PHA within a reasonable amount of time, and decent, safe and sanitary alternative accommodations containing no hazardous defects are unavailable, then rent shall abate in proportion to the seriousness of the damage and loss in value as a dwelling. The abatement will remain in effect until the damage is corrected.
- d. No abatement of rent shall occur if the Tenant rejects the alternative accommodations and remains in the dwelling unit or if the damage was caused by the Tenant, family members, Tenant's animals(s), guests, or other person under the Tenant's control.
- e. If the Tenant's dwelling unit is uninhabitable or is hazardous to life, health and safety, and a decent and sanitary alternative accommodation containing no hazardous defects is offered and refused, and the Tenant refuses to leave the unit until it is repaired, the Tenant's lease may be terminated.
- f. Tenant Responsibilities: Tenant shall immediately notify the PHA of the damage when the damage is hazardous to life, health or safety of the occupants.
- g. Tenant shall accept any replacement housing offered by the PHA during repair period.
- h. The Tenant agrees to continue to pay full rent, less the abated portion, if any, agreed upon by PHA, during the time the defect remains un-repaired.
- i. Tenant agrees to pay the cost of repairs for damage that is determined to be the fault of the Tenant, household members, or guests.
- j. PHA shall not be liable for any injuries or property damage sustained on any premises leased or assigned to the Tenant except for injuries or property damage resulting from intentional or negligent action or omissions on the part of PHA, the PHA's representatives or agents.
- k. All accidents involving injury or loss of property to the Tenant authorized members, Tenant's animal(s) or guests must be reported, verbally or in writing, to the PHA Management Office, within 5 business days. Failure to comply with this reporting procedure does not waive or foreclose any legal or equitable remedies that the person may have against the PHA with respect to said damages or injury.

## 15. Inspections

- a. Move in Inspections: PHA and the Tenant or his/her representative shall inspect the dwelling unit before occupancy. PHA may photograph the unit at the move-in inspection or at any subsequent inspection. PHA shall give the Tenant a written statement of the condition of the dwelling unit, both inside and outside and note any equipment provided with the dwelling unit. The statement shall be signed by PHA and the Tenant or his/her representative and a copy of the statement will be retained in the Tenant's folder. Any deficiencies noted on the inspection report will be corrected by PHA at no charge to the Tenant prior to move-in or within ten (10) business days after move-in, provided the defect if not cosmetic, does not render the unit uninhabitable or cause an undue financial burden to the PHA. If PHA fails to correct the deficiencies within ten (10) business days of the move-in, the Tenant may exercise the remedy described in Section 12(c).
- b. Pest Control Housekeeping Inspections: PHA shall conduct housekeeping inspections during each Pest Control Service to check the condition of the dwelling unit, the equipment within, and any areas assigned to the Tenant for upkeep. PHA will provide the Tenant with a written statement regarding unsatisfactory housekeeping or dwelling unit conditions and identify the measures and time period provided to abate unsatisfactory conditions.
- c. Interim Inspections: PHA will conduct interim inspections to follow up to any housekeeping problems found during Pest Control or Annual inspections. Tenants notified in writing of housekeeping problems will receive interim inspections to measure corrections to any identified unsatisfactory conditions and progress toward abatement of the problem.
- d. Annual Inspections: An annual inspection will be conducted for all Tenants. Tenants will be notified at least 48 hours in advance of the annual inspection. At least one inspection shall be conducted of all occupied units, structures and systems using the Uniform Property Condition Survey (UPCS). PHA will use the annual housekeeping inspection to assess the Tenant's overall care of the dwelling unit, equipment and housekeeping habits or practices in accordance with this Lease. PHA shall request work orders for all items found to be in disrepair.
- e. Move-out Inspection: PHA will inspect the dwelling unit at the time the Tenant vacates and give the Tenant a written statement of the charges, if any, for which the Tenant is responsible. In order to protect the Tenant's rights, the Tenant and/or representative may join in such inspection, unless the Tenant vacates without notice to PHA.
- f. **All Inspections** will be conducted to evaluate unit conditions, establish preventive maintenance programs, prepare unit rehabilitation specifications, or take other actions to improve the maintenance of units.
- g. **Failure to permit inspection of the dwelling unit is a serious lease violation and grounds for lease termination.**

## 16. Notice Procedures

- a. Tenant Responsibility: Any notice to PHA must be in writing and either delivered to the PHA Office or sent by prepaid first class mail properly addressed to the Housing Authority of the City of Paris, Texas 655 7<sup>th</sup> St. SW, Paris, Texas 75460 or PO Box 688, Paris, Texas 75461.
- b. PHA Responsibility: Except as provided to the contrary herein, all notices to the Tenants must be in writing and delivered to Tenant, an adult member of Tenant's household or sent by prepaid first class mail, registered mail, or certified mail and properly addressed to Tenant. Tenant shall be permitted to specify in writing any other address, if different from the address of Tenant's dwelling, to which notice should be sent, If not otherwise specified, notice sent to the Tenant's present dwelling shall be sufficient. Notices to Tenants with disabilities must be in the accessible format requested by the Tenant. Notices will also be available in Spanish or other languages as needed. Notice to terminate/vacate from PHA shall comply with Texas Law.
- c. Return receipt for delivery of registered or certified mail shall be sufficient evidence that notice was given, whether signed or unsigned.
- d. Unopened, cancelled first class mail returned by the Post Office shall be sufficient evidence that notice was given, whether signed or unsigned.

- e. The non-return of a first-class mailing shall be considered as receipt by the Tenant, in accordance with Texas Law. Tenant agrees that in the absence of a forwarding address being submitted to the PHA in writing, Tenant's address indicated in Part 1, Section 2 shall serve as Tenant's last known address for purposes of the laws of this state or Federal Law.

## 17. Termination of the Lease

For termination of the Lease, the following procedures shall be followed by PHA and the Tenant:

- a. The Tenant may terminate this Lease at any time by giving 30 days' written notice. Failure to give the said notice to management may result in additional rent being charged to the Tenant's account. The Tenant is responsible for the final month's rent until the vacate date. Tenant shall leave the unit and all other areas assigned to him/her for maintenance in clean condition except for normal wear and tear and shall return the keys to PHA before leaving. If Tenant fails to give 30-day notice, PHA may charge the Tenant 30 days' rent from the date PHA learns the unit is vacant.
- b. The Tenant may cancel this Lease and vacate the Premises without liability for further rent by showing a court order protecting the Tenant against family violence from an occupant of the Premises. PHA is prohibited from collecting rent or enforcing this Lease if the Tenant's grounds for canceling this Lease and vacating the premises are instances of domestic violence, dating violence, sexual assault, or stalking, as those terms are defined in Section 3 of the United States Housing Act of 1937 as amended by the Violence Against Women Act VAWA 42 U.S.C. 13925
- c. The Tenant may cancel this Lease and vacate the Premises without liability for further rent if the Tenant joins the military after signing this Lease or is in the military and receives orders for a permanent change of station or to deploy for more than 90 days.
- d. This Lease may be terminated by PHA only for serious or repeated violations of material terms of the Lease, or for other good cause. Examples of behavior for which the lease can be terminated include but are not limited to failure to make payments due under the Lease or failure to make utility payments when the utility connection is in the Tenant's name and/or failure to fulfill Tenant obligations set forth above. A Tenant who gets 3 Notices of Termination for late rent payments in one 12-month period will be subject to termination of the Lease.
- e. The Lease will also be terminated if:
  - 1) The Tenant allows an individual to reside in the unit without PHA approval and who has not satisfied the screening requirements established by PHA.
  - 2) The Tenant fails to provide complete and accurate information about income, deductions from income, family composition or family circumstances when requested to do so by PHA.
  - 3) The Tenant falsifies documents regarding any family member's use of an illegal controlled substance or abuse of alcohol.
  - 4) The Tenant, any household member, guest, or another person under the Tenant's control is fleeing to avoid prosecution or custody or confinement after conviction for a crime or attempt to commit a crime, which is a felony under the laws of the state from which he/she flees, or for violating a condition of probation or parole imposed by Federal or State law.
  - 5) There is any criminal or drug-related activity engaged in, on or off the premises, by the Tenant, any member of the household, a guest, or another person under the Tenant's control that threatens the health, safety or right of peaceful enjoyment of the premises by other Tenants, PHA employees, or persons residing in the immediate vicinity of the premises.
  - 6) The PHA will not be required to prove that the Tenant knew, or should have known, that the member of the household, guest, or another person under the Tenant's control was engaged in the prohibited activity. However, the Tenant may raise as a defense that the Tenant did not know, nor should have known, of said criminal activity. Such a defense must be proven by the Tenant by the preponderance of the evidence.

- f. In deciding to evict for criminal activity, PHA shall consider all of the circumstances of the case, including the seriousness of the offense, the extent of participation by family members and the effects that the eviction would have on family members not involved in the proscribed activity. In appropriate cases, PHA may permit continued occupancy by remaining family members and may impose a condition that family members who engaged in the proscribed activity will neither reside in nor visit the dwelling unit. PHA may require a family member who has engaged in the illegal use of drugs to present evidence of successful completion of a treatment program as a condition to being allowed to reside or visit in the dwelling unit.
- g. The PHA will not evict Tenant for criminal activity when the Tenant is verified to be the victim of domestic violence, dating violence or stalking unless the criminal activity in which Tenant is participating is unrelated to the domestic violence, dating violence or stalking. If the abuser is verified to be a family member, the Tenant may remove the abuser from the lease and remain in the unit. Nothing in this lease can be construed to limit the authority of PHA to terminate the tenancy of any Tenant when that Tenant's presence can be demonstrated to be an actual and imminent threat to other Tenants, staff or those providing service to the property.
- h. This Lease may be terminated or will not be renewed by PHA if non-exempt adult members of the Tenant Family are not in Compliance with the Community Service requirements described in Section 21.
- i. PHA shall give written notice of lease termination in another language in accordance with LEP guidance or, in the case of a Tenant with a disability, in an accessible format, of:
  - 1) Fourteen (14) days in the case of failure to pay rent and/or other charges or the chronic late payment of rents and other charges;
  - 2) Three (3) days when the health or safety of other Tenants, PHA employees, or persons residing in the vicinity of the premises is threatened, Tenants utilities are disconnected; or if any member of the household has engaged in any drug-related criminal activity or violent criminal activity; or if any member of the household has been arrested or convicted of a felony.
  - 3) Thirty (30) days in any other case.
- j. The Notice of Lease termination shall state specific reasons for the termination, shall inform Tenant of his/her right to make such reply as he/she may wish, and of Tenant's right to examine PHA documents directly relevant to the termination. In addition, when the PHA is required to offer the Tenant an opportunity for a grievance hearing, the notice shall inform the Tenant of the right to request such a hearing in accordance with the PHA Grievance Procedure. Notice to Vacate may be combined with a run concurrently with the Notice of Lease Termination.
- k. The Tenant or PHA may give notice of termination on any day of the month.
- l. PHA may evict the Tenant from the dwelling unit only by bringing a court action.
- m. If PHA files an eviction action against a Tenant, the Tenant will be liable for costs awarded by the Court, including Attorney's fees, unless the Tenant prevails in the action.
- n. This lease shall terminate upon abandonment of the premises by Tenant.

## **18. Grievance Procedure and Requirements**

- a. All grievances, disputes or appeals arising under this Lease shall be resolved pursuant to the PHA's Grievance Procedure, and any amendments thereto that are in effect at the time such grievances arise, incorporated herein by reference.
- b. The PHA shall appoint a hearing officer who shall be an impartial, disinterested person. The impartial person will not be:
  - 1) The person who made the decision about which the Tenant is complaining
  - 2) A subordinate of the person who made or approved the decision about which the Tenant is complaining
  - 3) A relative or close friend of the complainant
- c. In the case of a proposed adverse action including a proposed Lease termination, PHA shall not take the proposed action until the time for the Tenant to request a grievance hearing has expired or, where applicable, the grievance process has been completed.

## **19. Notice to Post Office**

When PHA evicts a Tenant for engaging in any criminal activity, PHA shall notify the local Post Office serving the dwelling unit so that the Post Office will stop delivering mail for such person at the unit and the person will not return to the property to pick up mail.

## **20. Abandonment**

- a. The Tenant shall be deemed to have abandoned the dwelling unit when the Tenant has moved out or if the Tenant and all household members are absent from the premises for seven (7) consecutive days during the Lease term or any renewal or extension period while rent is delinquent .
- b. The premises may be deemed by PHA as abandoned if inspection shows that all or most of the Tenant's property has been removed.
- c. When PHA questions whether the unit has been abandoned, PHA will secure the apartment against vandalism and post a notice of planned entry on the door. If, after forty-eight (48) hours, there is no response to the notice and inspection shows that all or most of the Tenant's property has been removed or rent is not paid, PHA will conclude the unit has been abandoned.
- d. Any possessions left in Tenant's abandoned dwelling unit will be removed and stored by PHA, at the expense of the Tenant. There shall be no sale or disposition of any of the foregoing property except pursuant to this Lease as follows:
  - 1) Any sale of Tenant's property under this Lease shall take place only after a thirty (30) day written notice of time and place of sale is sent certified mail and return receipt requested to Tenant at Tenant's last known address
  - 2) Sale will be public and subject to any recorded chattel mortgage or financing statement.
  - 3) Sale shall be to the highest cash bidder; proceeds shall first be credited to cost of sale and then to indebtedness; and surplus shall be mailed to the Tenant at his/her forwarding or last known address.
- e. Tenant may claim possessions at any time prior to the sale.
- f. Nothing in this Section shall limit PHA's right to immediately dispose of trash or other property appearing to have no value.

## **21. Community Service / Self-Sufficiency**

- a. PHA's Community Service/Self Sufficiency Policy mandates that each adult household member not eligible for an exemption shall contribute 8 hours per month of some combination of community service within their community, or Economic Self-Sufficiency activity, both as defined in the Community Service/Self Sufficiency Policy.
- b. If the Tenant does not comply with Community Service/Self Sufficiency Policy, PHA will either terminate the lease or not renew or extend the Tenant's Lease upon expiration of the Lease term and shall take such action as is necessary to terminate the tenancy of the household.
- c. Based on consideration of the Tenant's efforts to comply with this Section, the PHA reserves the right to enter into a written agreement with the Tenant before the expiration of the Lease term to cure any non-compliance with neighborhood service or economic self-sufficiency programs.

## 22. Smoke Detectors

PHA will furnish smoke detectors as required by law and will test them and provide working batteries when Tenant first moves into dwelling unit. After that, Tenant must pay for and replace batteries as needed, unless the law provides otherwise. PHA may replace dead or missing batteries at Tenant's expense without prior notice to Tenant. Tenant must immediately report smoke detector malfunctions to PHA. Neither Tenant nor Tenant's household members or guests may disconnect smoke detectors. **If Tenant, Tenant's household members or guests damage or disconnect the smoke detector(s) or remove a battery without replacing it with a working battery, Tenant may be liable to PHA under Section 92.2611 of the Property Code for \$100 plus one month's rent, actual damages and attorney's fees.** Tenant will be liable to PHA and others for loss or damage from fire, smoke, or water if that condition arises from Tenant, household member or guest disconnecting or damaging the smoke detector(s), or failing to replace a battery or report malfunctions to PHA. Smoke Detector Safety and Certification is included herein by reference.

## 23. Designation of Beneficiary

Tenant shall complete PHA Indemnity Agreement and be offered a chance to update the Supplement to Application, both of which are posted in PHA Office and incorporated herein by reference.

## 24. Accommodation of Persons With Disabilities

- a. A handicapped person shall be provided reasonable accommodation to the extent necessary to provide the handicapped person with an opportunity to use and occupy the dwelling unit equal to a non-handicapped person.
- b. PHA shall provide a notice to each Tenant that Tenant may, at any time during the tenancy, request reasonable accommodation of a handicap of a household member, including reasonable accommodation so that the Tenant can meet lease requirements or other requirements of tenancy.
- c. If during the term of the lease, Tenant, by reason of physical or mental impairment, is unable to comply with the material provisions of this lease and Tenant cannot make arrangements for someone to aid him/her in complying with the lease, and the PHA has complied with all applicable statutes, laws and regulations that would enable Tenant to comply with the lease, then PHA will assist the Tenant, or a designated member of the 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, the PHA will work with appropriate agencies to secure suitable housing and will terminate this lease in accordance with Section 17 of the lease.

## 25. Bifurcation of Lease

This lease may be bifurcated by PHA as to, on the one hand, a Tenant, Tenant or lawful occupant who engages in violence as that term is defined in this lease and, on the other hand, Tenants, Tenants, or lawful occupants who are victims of such violence or do not encourage or allow such violence ("non-offenders"). Upon bifurcation, the violent Tenant, Tenant or occupant may be evicted, removed or have his or her assistance and/or leasehold rights terminated separately and apart from non-offenders. Non-offender Tenants, Tenants, and lawful occupants may continue under the lease and request rent adjustment.



## **26. Pre-Suit Mediation**

Tenant agrees that should Tenant have any dispute with this Lease, with PHA or any matter in any way related to Tenant's tenancy of the premises, which dispute is not resolved through the Grievance Procedure per Section 18 of this Lease, it is a precondition to Tenant filing any action concerning any such dispute that Tenant submits the dispute to non-binding mediation, except in the case where immediate injunctive relief is sought. Upon Tenant giving notice of a request for mediation, PHA will make itself available for mediation within thirty (30) days of that notice.

## **27. Non-Waiver of Rights**

The delay or failure by the PHA or Tenant to exercise any right or remedy as provided in this Lease agreement, and no partial or single exercise of any such right, shall constitute a waiver (post or prospective) of that or any other right, unless otherwise expressly provided herein.

## **28. Non-Liability**

Tenant acknowledges that any security measures provided by the PHA will not be treated by Tenant as a guarantee against crime or a reduction in the risk of crime. The PHA will not be liable to any Tenant, family/household member, or guest for injury, damage or loss to person or property caused by acts, omissions, or criminal conduct of other persons, including theft, burglary, assault, vandalism or other crimes. The PHA will not be liable to Tenant, any family/household member or guest for personal injury or damage or loss to personal property from fire, flood, water leaks, explosions, or natural causes including rain, hail, ice, snow, smoke, lightning, wind and interruption of utilities or other occurrences. Tenants are strongly urged to secure renter's insurance to protect against the losses mentioned above Tenant agrees that existing locks and latches are safe and acceptable, subject to PHA's duty to make needed repairs of same upon written request by Tenant. PHA shall have no duty to furnish additional smoke detectors, security guards, or additional locks and latches, except as required by law.

## **29. Disclosure Rights**

If information regarding Tenant or Tenant's family/household members is requested by a third party for purposes of law enforcement, government or business, Tenant authorizes PHA to provide such information to other persons, agencies or companies.

## **30. Lease Modifications and Riders**

Any modification of this Lease must be by a written rider to the Lease executed by PHA and the Tenant, the only exception being for modifications of rent pursuant to Section 6 of this lease.

## **31. Severability**

If any provision of this Lease is declared illegal or void in judicial proceedings, the remaining provisions herein shall remain in full force and effect.

**32. Special Provisions related to occupancy of scattered site single family homes.**

- a. Tenant is responsible for the complete care of front, back and side yards, including mowing, watering, weeding and trimming the grounds and shrubbery.
- b. Tenants who desire to install ceiling fans must obtain written approval from PHA prior to installation. Any ceiling fans installed shall become a part of the premises and the property of PHA upon termination of the lease.
- c. The Tenant will be charged the actual cost of repairing and/or replacing dishwashers damaged as the result of activity other than normal wear and tear.
- d. The Tenant will be charged the actual cost of repairing and/or replacing any fencing damaged as the result of activity other than normal wear and tear.

**33. Zero Tolerance Policy**

**The PHA has a zero tolerance policy with respect to violations of lease terms regarding drug and/or criminal activity or violence of any kind. Tenants and/or guests who engage in drug or other criminal activity will face swift eviction as outlined in this lease.**

**34. Tenant/Tenant Certification:**

**Giving True and Complete Information:** I certify that all the information provided on household composition, income, family assets and items for allowances and deductions, is accurate and complete to the best of my knowledge. I have reviewed the application form and certify that the information shown is true and correct.

**Reporting Changes in Income or Household Composition:** I know I am required to report immediately in writing any changes in income and any changes in the household size, when a person moves in or out of the unit. I understand the rules regarding guests/visitors and when I must report anyone who is staying with me.

**Reporting on Prior Subsidized Housing Assistance:** I certify that I have disclosed where I received any previous Federal housing assistance and whether or not any money is owed. I certify that for this previous assistance I did not commit any fraud, knowingly misrepresent any information, or vacate the unit in violation of the lease.

**No Duplicate Residence or Assistance:** I certify that the apartment will be my principal residence and that I will not obtain duplicate Federal housing assistance while I am in this current program. I will not live anywhere else without notifying the Housing Authority immediately in writing. I will not sublease my assisted residence.

**Cooperation:** I know I am required to cooperate in supplying all information needed to determine my eligibility, level of benefits, or verify my true circumstances. Cooperation includes attending pre-scheduled meetings and completing and signing needed forms. I understand failure or refusal to do so my result in delays, termination of assistance, or eviction.

**Criminal and Administrative Actions for False Information:** I understand that knowingly supplying false, incomplete or inaccurate information is punishable under Federal and State criminal law. I also understand that knowingly supplying false, incomplete, or inaccurate information is grounds for termination of housing assistance or termination of tenancy.

\_\_\_\_\_  
Tenant Date

\_\_\_\_\_  
Co-head of Household (if applicable) Date

\_\_\_\_\_  
Other Adult (if applicable) Date

\_\_\_\_\_  
PHA Representative Date

## HOUSING AUTHORITY OF THE CITY OF PARIS

### House Rules

Tenant agrees to observe the following House Rules and acknowledges that failure to do so may result in eviction.

1. New Tenant Orientation – All adult household members are required to attend a New Tenant Orientation session within the first 30 days of residency. Failure to attend the Orientation may be grounds for termination of the Lease. The purpose of the Orientation will be to familiarize all new Tenants with rules, regulations, policies, and procedures pertinent to successful occupancy in PHA's programs. The Lease, House Rules, Maintenance Policies, Housekeeping, Community Service requirement and Earned Income Disallowance will be among the topics reviewed at Orientation. Existing Tenants may be required to attend Orientation, as directed by PHA, as a condition of continued occupancy if lease violations have occurred.
2. School Truancy - Every year by June 15, the Head-of-Household must produce an original report card for every school-aged child in the household. More than five percent of days missed per year may result in eviction.
3. Housekeeping - Tenant must meet the Atlanta Property Management (PHA) Housekeeping requirements to avoid eviction.
4. Loitering - Loitering is strictly prohibited. Neither Tenants nor their guests are permitted to engage in any activities that limit, restrict, impair, obstruct or impede access to stairs, hallways, parking lots and public walkways.
5. Curfew – Tenant must comply PHA's curfew; 10:00 p.m. on weeknights and 11:00 p.m. on weekends.
6. Judgments - In the event the PHA Management Staff obtains a judgment against the Head-of Household for non-payment of rent, the PHA Management Staff will immediately pursue possession of the premises.
7. Violence - Tenant, or any member of the Tenant's household, or a guest or other person under the Tenant's control shall not engage in acts of violence or threats of violence, including, but not limited to, the unlawful discharge of firearms on or near the development premises.
8. Cold Weather - To avoid cold weather problems, the Tenant should never set heat below 55 during winter months. When an apartment is allowed to get too cold, water supply lines can freeze and break, which could result in damage to the Tenant's apartment or the Tenant's neighbor's apartment. When the temperature is expected to fall below freezing, all Tenants may be required to open cabinets where water pipes are located, open the lid to all toilets and drip all water faucets to avoid pipe freezing. Tenant may be liable for damages resulting from frozen pipes.
9. Tenant Charges - It is the responsibility of all Tenants to report any damages or necessary repairs to PHA Management Office; failure to do so may result in eviction.

Some examples of charges Tenants could possibly incur due to negligence or damage to PHA property include:

- a) Any repair made to an apartment due to negligence on the part of a Tenant, such as a broken window, broken door or graffiti; or
- b) Tub, sink, or toilet overflows due to abuse or negligence on the part of the Tenant causing water damage to his/her apartment or to any other apartment. Charges for parts and labor will be billed to the Tenant.

10. Emergency Maintenance - If an emergency arises after hours the Tenant must call the Emergency Number provided by the PHA. The call
- a) Will be answered and maintenance personnel will be dispatched
  - b) Within a reasonable time depending on the nature of the emergency.
- Note that when the emergency condition was caused by Tenant damage or negligence, Tenant will be charged for the emergency maintenance provided, including overtime rates if applicable.
11. Listed below are examples of items that are considered to be emergencies.
- a) Fire damage;
  - b) Apartment doors that will not lock or unlock;
  - c) Flooding,
  - d) Electrical problems;
  - e) Sewer back-up;
  - f) Broken windows;
  - g) Tenant lockout;
  - h) Gas leaks;
  - i) No heat when the inside temperature is less than 20 degrees higher than the outside temperature;
  - j) No air conditioning or air conditioning that is not capable of maintaining a maximum inside temperature that is 20 degrees lower than the outside temperature or 85 degrees Fahrenheit or whichever is warmer/cooler;
  - k) Damage due to unlawful intrusion.
12. Plumbing - Tenants are responsible for the repair costs of plumbing stoppage caused by disposal of any thing other than normal sewage, which is human waste. The system is not designed to handle anything other than normal sewage.
13. Air Conditioning - The Tenant must not block the return air grill where the filter is located. Maintenance personnel are required to replace filters on a regular basis. The grill where the filter is located must be accessible at all times. No window units are allowed to be installed in PHA units.
14. Smoke Detectors - The Tenant must not disable the smoke detector by removing the batteries or dismantling or damaging the smoke detector. The smoke detector must be operational at all times. The Tenant will be charged a fee for replacing removed batteries or for smoke detectors that have been tampered with.
15. Key and Locks - The Tenant will be issued two apartment keys and a letter to request a mailbox key, at the time of occupancy. Alterations/replacement of locks or installation of deadbolt locks, knockers, or other attachments on interior or exterior doors is prohibited. The Tenant shall not install any locks themselves. Keys are not loaned to Tenants. If the Tenant loses his/her key, a duplicate key will be provided for a fee. If any Tenant is locked out, Management will allow access only to the Head-of-Household or his/her spouse, as identified on the lease for a fee. All such persons will be required to provide picture identification to verify that the person seeking access is a member of the household.
16. Alteration/Decorating - The Tenant shall not make modifications to apartment walls, shelves, or closets without prior approval of the Manager. Windows with curtains or window treatments must show white backing to the outside. The following items are not allowed on windows: aluminum foil, sheets, blankets, window tinting or window ac/heat units.
17. Maintenance Inspections - Regularly scheduled Preventive Maintenance inspections are conducted on a quarterly basis. The Tenant will be notified of the approximate scheduled date, a minimum of 48 hours in advance. Maintenance personnel must have access to the Tenant's unit to conduct the scheduled maintenance inspections. Failure to allow inspection/pest control is grounds for termination of lease.

18. Telephone Wiring – Tenants may use only the telephone outlets already installed in the apartment. Any additional wiring must be approved by PHA prior to installation and all costs associated with additional wiring are the responsibility of the Tenant.
19. Insurance - PHA Management strongly recommends that the Tenant obtain renter's insurance. The Tenant is responsible for damages or loss of personal property from such events as theft, vandalism, fire and water damage.
20. Common Areas - The definition of a common area is an area located outside of the Tenant's apartment, including but not limited to parking lots, stairwells, breezeways and courtyard areas. These areas must be kept clear at all times of trash and other obstructions.
  - a) All items left unattended in the common areas may be removed and disposed of by Atlanta Property Management or designated personnel without notification to Tenant.
  - b) Common areas are for the use and enjoyment of all Tenants. Any Tenant, occupant and/or guest conducting themselves in any unreasonable and/or offensive manner shall be subject to being removed from the common areas.
  - c) Tenants will be liable if they or their guest(s) cause any damage to any part of the community.
  - d) Moving vans, trucks, or vehicles of any kind are not permitted on the lawn or sidewalk at anytime.
  - e) The consumption of alcoholic beverages in common areas of the property is strictly prohibited.
  - f) Open containers of alcoholic beverages are strictly prohibited in all common areas.
  - g) Loud noise levels from automobile stereos and/or jam boxes will not be tolerated.
  - h) All activities in the common areas by any person 12 years of age or under, must be supervised by a parent or legal guardian at all times.
21. Entrances and Hallway - In compliance with the fire code, all sidewalks, entrances, passages and stairways are to be kept free from obstruction at all times. Any items left unattended may be removed and disposed of by PHA Management or designated personnel without notice.
22. Porches:
  - a) Keep your door and windows closed and locked during your absence to protect against damage from rain.
  - b) Keep porches free of old furniture, clothing, and trash.
  - c) Clotheslines are not permitted unless installed by PHA.
  - d) Do not leave trash at your door.
  - e) No radio or television aerials or wires shall be erected on any part of the premises without prior written permission from PHA.
  - f) Only outdoor furniture in good condition is permitted on porches.
  - g) Bird feeders are not allowed on porches.
  - h) Flower beds are not allowed without the written approval of the PHA.
  - i) The use of barbecue grills on the front porches is strictly prohibited.
  - j) Leaving food out for strays or dumping food/grease outside in yard is prohibited.
23. Trash - The Tenant is to keep the premises clean by not throwing trash on the property. Trash receptacles are provided and should be stored behind the apartments until the night before the collection day (Except for Sunset Terrace). All trash must be wrapped or put in bags and placed in the designated trash receptacle. It is recommended that all garbage be discarded on a daily basis to help eliminate any insect problems.
24. Parking and Vehicles –
  - a) If you are assigned a Parking spot, please only park in it.
  - b) The Tenant is required to obtain parking stickers from the management office yearly.
  - c) Vehicles must be headed into the curb and parked within marked lines.

- d) Cars without current inspection stickers and/or license plates are subject to towing at owners' expense.
- e) The use of parking lots for any purpose other than parking of automobiles, motorcycles, vans or pick-up trucks (such as storing, parking of boats, trailers, large trucks, commercial vehicle, buses, motor homes or repairing and/or washing of motor vehicles) is expressly prohibited and the vehicles are subject to towing at owners' expense.
- f) Mini bikes, go-carts, or other non-licensed, self-propelled vehicles prohibited on PHA property.
- g) Fire codes prohibit the parking of motorcycles under breezeways, on sidewalks, patios or inside of apartment.
- h) The Tenant must not park in designated fire lanes, or block drives or other vehicles.
- i) All abandoned and/or inoperable vehicles will be towed at owners' expense 24 hours after PHA Management notes such offense.
- j) Car Washing and Repairs - Washing and repair of vehicles is prohibited on PHA property.
- k) Tenants shall be charged a "Special Management Service Fee" for the cost of water, cleaning chemicals, debris, or property damages resulting from washing, repair or maintenance of vehicles.

25. Noise - Loud playing of any musical instrument, radio, stereo, or television set is not permitted at any time, and strictly prohibited between the hours of 10:00 p.m. and 7:00 a.m.

26. Smoking – **Smoking will not be allowed in the apartments, on porches, in common areas, or within 25 feet of any PHA building.**

27. Violation of these House Rules shall constitute material violations of the Lease and may be cause for termination of tenancy.

**Please stress the importance of these House Rules to all Members of the Household.**

**TENANT CERTIFICATION AND ACKNOWLEDMENT  
OF RECEIVING HOUSE RULES AND REGULATIONS**

**The House Rules are not inclusive of all of the PHA's, rules, regulations, policies, and practices. The House Rules are supplemental to the Lease Agreement. For response to a specific question you may have about your occupancy, please see your Property Manager.**

**I/WE have read and understand the above House Rules and standards and agree to abide by them during my/our residency.**

SIGNATURE(S):

Tenant: \_\_\_\_\_ Date: \_\_\_\_\_

Tenant: \_\_\_\_\_ Date: \_\_\_\_\_

Tenant: \_\_\_\_\_ Date: \_\_\_\_\_

Tenant: \_\_\_\_\_ Date: \_\_\_\_\_

Tenant: \_\_\_\_\_ Date: \_\_\_\_\_

Tenant: \_\_\_\_\_ Date: \_\_\_\_\_