

HOUSING AUTHORITY OF THE CITY OF AUSTIN

DWELLING LEASE AGREEMENT

Account Number: _____

Development: _____ **TX:** _____

Number of Bedrooms: _____

I. On this _____ day of _____ the Housing Authority of the City of Austin, Texas, (the "HACA") hereby-rents and leases to _____ (the "Resident" or "Head of Household" interchangeably), who accepts the possession of a _____ bedroom, Dwelling Unit, number _____ at _____, Austin, Texas 787____ (the "Dwelling Unit") located in the _____ Development (hereinafter also referred to as the "premises"), under according to the terms and conditions stated herein. [24 CFR 966.4 (a)(1)(i)(ii)]

Comment [AT31]:

Comment [AT32]:

II. **TERM:** The initial term of this Lease shall be from, _____ until, _____. After the initial period of one (1) calendar year, unless otherwise modified or terminated in accordance with the obligations set forth in this Lease; this Lease shall automatically be renewed for successive terms of one (1) calendar year. [24 CFR 966.4 (a)(1)(iii) & (2)(i)]

III. **MEMBERS OF THE HOUSEHOLD:** The Dwelling Unit is leased for the sole use and occupancy of Resident and the members of Resident's household ("Household Members") listed below. [24 CFR 966.4 (d)(1)] Any additions to the household members named on the lease, including Live-in Aides and foster children, and court awarded custody require the advance written approval of HACA. Resident agrees to wait for HACA's approval before allowing additional persons to move into the Dwelling Unit. Such approval will be granted only if the new family members pass HACA's screening criteria and a unit of the appropriate size is available. [24 CFR 966.4 (a)(1)(v)] All members of the household over age eighteen (18) shall execute the lease. [24 CFR 966.4 (a) (3)] Failure on the part of the Resident to comply with this provision is a serious violation of the material terms of the lease and subject to termination under XIX. [24 CFR 966.4 (a)(2)(iii)]

NAME	AGE/BIRTHDATE	RELATIONSHIP TO HEAD OF HOUSEHOLD
_____	_____	_____
_____	_____	_____
_____	_____	_____
_____	_____	_____
_____	_____	_____
_____	_____	_____
_____	_____	_____
_____	_____	_____
_____	_____	_____

IV. **RENT:** All rent, late charges and returned check charges must be paid by check or money order at the HACA Management Office located at _____, Austin, TX 787____, a location designated by HACA. Cash will not be accepted. Resident shall pay rent in the amount of \$ _____ on or before the first day of the initial lease term. Beginning on _____, Resident shall pay rent in the amount of \$ _____ in advance, on the first day of each month this Lease is in effect. [24 CFR 966.4 (b)(1)(i) & (ii)] A late charge of fifteen dollars (\$15.00) shall be due and payable two (2) weeks after written notice is provided to the Resident for all rent payments not received by the fifth (5th) calendar day of the month. [24 CFR 966.4 (b)(3) & (4)] Residents who have submitted a check that is returned for insufficient funds shall be required to make all payments during the next year by cashier's check or money order. Resident also agrees to pay a returned check charge as defined in the Admissions and Continued Occupancy Policies for each check that is returned unpaid for any reason.

V. **OTHER CHARGES:** In addition to rent, Resident is responsible for the payment of certain other charges specified in this lease. [966.4 (b)(2)]

- A. Maintenance Costs: Maintenance Costs include the cost for services or repairs due to intentional or negligent damage to the Dwelling Unit, common areas or grounds beyond normal wear and tear, caused by Resident, Household Members, or by guests. When HACA determines that needed maintenance is not caused by normal wear and tear, Resident shall be charged for the cost of such service, either in accordance with the Schedule of Maintenance Charges posted by HACA or (for work not listed on the Schedule of Maintenance Charges) based on the actual cost to HACA for the labor and materials needed to complete the work. If overtime work is required, overtime rates shall be charged. Such charges shall become due and collectible on the first day of the second month following the month in which the charges are incurred. [24 CFR 966.4 (b)(2) & (4)]. Resident has a right to utilize the HACA Grievance Procedures to dispute such charges.
- B. Excess Utility Charges: At developments where utilities are provided by HACA, a charge shall be assessed for excess utility consumption due to the operation of major Resident supplied appliances. This charge does not apply to Residents who pay their utilities directly to a utility supplier. Such costs shall become due and collectible two (2) weeks after written notice is provided to the Resident. [24 CFR 966.4 (b)(2) & (4)]
- C. Repayment Agreements: Resident will be responsible for monies owed under any re-payment agreements established by HACA.
- D. Retroactive Rent: Resident will be responsible for retroactive monies owed as a result of the misrepresentation, omission, or falsification of reported income, assets, expenses, or household composition.
- E. Installation charges (labor) for Resident supplied appliances.
- F. Optional Cable charges for select Developments.

Comment [AT33]:

VI. **UTILITIES AND APPLIANCES:** [24 CFR 966.4 (a)(1)(iv)]

- A. If checked, HACA shall supply or furnish the following utilities for the Dwelling Unit: water , sewage , electricity , and gas .
- B. The utilities described above shall be furnished at no additional cost to Resident, unless they exceed the utility charges stated in the schedule of utility allowances posted at the Development's management office, which schedule, as amended, is incorporated into this Lease by reference. [24 CFR 966.4 (b)(2)]
- C. HACA will not be liable for failure to supply utility services for any cause whatsoever beyond its control.
- D. In those developments where utilities are owned and furnished by a local utility company, an allowance for utilities shall be established, appropriate for the size and type of Dwelling Unit. Resident shall pay for water , gas , and electricity , direct to the utility company as billed. By the date of Lease commencement, and not later than move-in, commencement, Resident shall establish account(s) with the local utility company(s) to connect water , gas , and electricity , for the Dwelling Unit in the Head of Household's name of an adult resident member of the dwelling unit. If Resident delays in getting the utilities turned on in Resident's name (i.e. by Lease commencement) or causes the utilities to be transferred back into HACA's name before vacating the Dwelling Unit, Resident will be liable for the actual cost of utilities used while the utility should have been connected in Resident's name—such costs will become due and collectible 10 business days two (2)-weeks after written notice is provided to the Resident.

Comment [AT34]: For discussion

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~~D.~~ The Total Tenant Payment less the Allowance for Utilities equals Tenant Rent. If the Allowance for Utilities exceeds the Total Tenant Payment, HACA will pay a Utility Reimbursement each month.

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

- E. If checked, HACA shall provide the following appliances for the Dwelling unit at no additional cost to Resident: cooking range , garbage disposal , refrigerator , air conditioning , and heating .
- F. HACA may change the Utility Allowance at any time during the term of the Lease, and shall give the Resident at least ~~sixty thirty (6030)~~-days written notice of the revised Utility Allowance and at least thirty (30)-days to submit written comments before the proposed effective date, along with any resultant changes in the Resident's rent or Utility Reimbursement. [24 CFR 965.502(c)473 (e)] The Utility Allowance Schedule will be reviewed annually. [24 CFR 965.507]
- G. Resident agrees not to waste the utilities provided by HACA and to comply with any applicable law, regulation, or guideline of any governmental entity regulating utilities or fuels. In accordance with HACA's Energy Conservation Plan, Resident is prohibited from removing any water saving devices, such as kitchen and bathroom aerators and showerheads. [24 CFR 966.4 (f)(8)]

VII. **SECURITY DEPOSIT:** HACA will collect a security deposit amount of seventy-five dollars (\$75) for Elderly or Disabled Households and one-hundred and fifty dollars (\$150) for Households that are neither Elderly nor Disabled. [24 CFR 966.4 (b)(5)]

- A. **Resident Responsibilities:** Resident agrees to deposit with HACA the sum of \$ _____ as a security deposit to secure the performance of the Resident's obligations under this Lease. Resident shall be allowed to pay the sum of the security deposit amount listed above within a maximum of six (6) installments, with the 1st installment due at the execution of the Lease and the remaining five (5) installments due and payable on the first day of each subsequent month until the sum is paid in full. [24 CFR 966.4 (b)(5)]
- B. **HACA's Responsibilities:** Within thirty (30) days after Resident has vacated the Dwelling Unit and the Dwelling Unit has been inspected by HACA, HACA will refund the security deposit by mailing the amount of security deposit, if any, so long as Resident furnishes HACA with a forwarding address. If any deductions are made, HACA will furnish Resident with a written statement of any such costs for damages and/or other charges, listed below, deducted from the security deposit. HACA may deduct the following from Resident's security deposit:
 1. Unpaid Rent, unpaid maintenance, and repair charges, unpaid excess utility charges, or unpaid permissible courts costs and attorney fees, as allowed by the Lease, and/or any other unpaid charges incurred under the Lease.
 2. The cost of non-routine cleaning or repair of the Dwelling Unit or its equipment, other than normal wear and tear.
 3. The cost of replacing keys not returned to the Development's management office.
 4. Fifteen (15) days rent if proper notice of termination is not given in accordance with Section XIX of this Lease.
 5. Any amounts due and unpaid pursuant to repayment agreement(s) between HACA and the Resident, still unpaid.
- C. The security deposit may not be used to pay rent or other charges while Resident is in occupancy of the Dwelling Unit.

Comment [AT35]:

VIII. **REEXAMINATION DETERMINATION OF RENT, DWELLING SIZE, AND ELIGIBILITY:**

- A. The amount of rent paid by Resident will be re-determined at least annually. [24 CFR 966.4 (c)(1)] At the Annual Certification, Resident shall certify to the compliance with the eight (8) hour per month eCommunity Service and Self-Sufficiency Requirement (CSSR), if applicable. [24 CFR 966.4 (a)(2)(ii)]

Resident agrees to attend scheduled meetings and supply HACA, when requested, with accurate information about: family composition, age of family members, income and source of income of all family members, assets, community service activities, and related information necessary to determine eligibility, annual income, adjusted income, rent, and unit size. [24 CFR 966.4 (c)(2)]

Failure to attend scheduled meetings and supply such information when requested is a material violation of the terms of the Lease and HACA may terminate the Lease in accordance with Section XIX of this Lease.

All information must be verified. Resident agrees to comply with HACA requests for verification by signing releases for third-party sources, presenting documents for review, or providing other suitable forms of verification. [24 CFR 966.4 (c)(2)]

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

B. Rent will not be changed during the period between annual ~~re-examinations determinations~~ UNLESS during such period: [24 CFR 966.209 (b)]

Comment [AT36]:

1. There is an increase in household income. ~~All Income~~ increases ~~in~~ of \$480 or more per month, or \$5,760 or more annually. ~~income~~ must be reported to the Housing Manager, in writing, within ten (10) calendar days of the occurrence. ~~Residents reporting zero income must report all increases in income regardless of the amount to the Housing Manager within ten (10) calendar days of the occurrence.~~ Failure to report ~~income increases~~ within ten (10) calendar days of the occurrence is a material violation of the Lease, may result in a retroactive rent charge, and HACA may terminate the Lease in accordance with Section XIX of this Lease. [24 CFR 966.4 (c)(2)]

Comment [AT37]:

2. There is a decrease in household income that would justify a reduction in rent, except ~~that rent shall not be reduced for the following:~~

- I. The decrease in household income is due to a Resident's TANF grant ~~is being~~ reduced because Resident committed welfare fraud or failed to comply with a welfare department economic self sufficiency requirement. [24 CFR 966.4 (c)(2)]

- II. ~~The decrease in household income is a temporary family condition not to exceed 30 days. Families experiencing a temporary loss of income shall be referred to various social service agencies for possible assistance.~~

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3. There is a change (removal or addition) in Resident's family composition. All changes in family composition must be reported to the Housing Manager, in writing, within ten (10) calendar days of the occurrence. Failure to report ~~changes in family composition~~ within the ten (10) calendar days of the occurrence is a material violation of the Lease, may result in a retroactive rent charge, and HACA may terminate the Lease in accordance with Section XIX of this Lease. [24 CFR 966.4 (c)(2)]

Comment [I8]: ACOP Chapter 9, Section III.D (I could not find a CFR for this policy) - LHB

Comment [AT39]:

4. It is found that the Resident has misrepresented the facts upon which the rent is based so that the rent the Resident is paying is less than the rent that he/she should have been charged. HACA may then apply an increase in rent retroactive to the first of the month following the month in which the misrepresentation occurred.

- 4.5. ~~If at the time of annual reexamination, less preferable verification documents were used on a provisional basis due to the lack of up-front income verification or third-party verification, and a superior form of verification becomes available, HACA will conduct an interim reexamination if the superior form of verification reveals a discrepancy.~~

Comment [AT310]:

- 5.6. It is found that an error was made at admission or ~~reexamination-determination~~. Resident will not be charged retroactively for any such error made by HACA.

- 6.7. An increase is required by federal statute, regulation or, if applicable, HACA policy as established in HACA's Family Self-Sufficiency Contract of Participation. ~~Family Self-Sufficiency participants may request an interim in order to increase escrow amount at any time.~~

Comment [AT311]:

C. Rent Adjustments: Resident will be notified in writing of any rent adjustment due to the situations described above; all notices will state the effective date of the rent adjustment. [24 CFR 966.4 (b)(1)(ii)] Resident agrees that such notice shall effect an amendment of this Lease, and Resident agrees to accept such notice and to pay the adjusted rent amount and retroactive charges, if any. The Resident may ask for an explanation and if the Resident does not agree with the determination, the Resident shall have the right to request a hearing under the HACA Grievance Procedures. [24 CFR 966.4 (c)(4)]

1. ~~Increases in rent made pursuant to Section VIII(B) above will be effective the first day of the 2nd month following the 30 days' notice to the family month in which the change was reported to ensure for a thirty (30) day written notice of increased rent, if the increase change was reported by the tenant within ten (10) calendar days of the occurrence.~~
2. Decreases in rent made pursuant to Section VIII(B) above will be effective the first day of the month following the month in which the change was reported and verified.

Comment [I12]: Wording changed to match the ACOP. - LHB

3. In the case of a rent increase due to misrepresentation, failure to report a change in family composition, or failure to report an increase in income, HACA shall apply the increase in rent retroactive to the first of the month following the month in which the misrepresentation occurred. These retroactive charges shall be due and payable in accordance with the repayment agreement initiated at HACA's discretion. In cases of Resident willfully intending to defraud HACA, HACA may initiate eviction proceedings and may forward relevant information to law enforcement agencies for prosecution.
4. In the case of a rent increase in which the ~~re-examination certification~~ process is delayed by the Resident, HACA shall apply the rent increase retroactive to the family's anniversary date. These retroactive charges shall be due and payable in accordance with the repayment agreement initiated at HACA's discretion. In cases of Resident fraud, HACA may initiate eviction proceedings and may forward relevant information to law enforcement agencies for prosecution.
5. ~~At HACA's sole discretion, if it is suspected that a family is under-reporting income or under-paying the tenant portion of rent by intentionally reducing forms of income or terminating employments in anticipation of annual reexamination certification for the purpose of paying less rent, HACA shall investigate such circumstances as potential fraud. In cases of Resident fraud, HACA may initiate eviction proceedings and may forward relevant information to law enforcement agencies authorities for prosecution or agencies for enforcement action.~~
- 4-6. ~~No change will be made in rent for temporary conditions that do not exceed 30 days.~~
- 5-7. No change will be made in rent until adequate verification to justify the change has been received by HACA and written notice of rent adjustment has been provided to Resident. [24 CFR 966.4 (b)(1)(ii)]

Comment [AT313]:

Comment [AT314]:

D. Transfers: [24 CFR 966.4 (c)(3)]

1. Resident and all Household Members agree to transfer to a different unit if HACA determines that the size or design of the Dwelling Unit is no longer appropriate to the Household's needs and/or the Household is in violation of the Occupancy Standards. HACA shall send the Head of Household written notice regarding the transfer. Household Members further agree to accept a new Lease for a different Dwelling Unit of the appropriate size or design.
2. HACA may require the Household to move into another unit if it is determined necessary to rehabilitate or demolish the Household's unit.
3. ~~Accessible Units [24 C.F.R. 8.27]: HACA is required to lease dwelling units designed for persons with disabilities to occupants requiring the accessibility features of the particular unit. When HACA offers an accessible unit to an applicant/tenant not having documented or readily apparent disabilities requiring the accessibility features of the particular unit, HACA may require the applicant/tenant to agree to move to a non-accessible unit when available. Accordingly, A Household Family without a disability that is housed in a unit with accessibility special features must agree to transfer to a unit without such features within thirty (30) days of a written request from HACA should a Resident or applicant with disabilities need the features of the unit and there is another unit available for the non-disabled Household Family. An Acknowledgement of such will be signed by the Head of Household prior to move-in.~~
4. A Household Family that is over-housed at move-in must transfer to an appropriate unit size when one becomes available. An Acknowledgement of such will be signed by the Head of Household prior to move-in.
5. In the case of involuntary transfers, the Household Members shall be required to move into the Dwelling Unit made available by HACA. If the Household Members refuse to move, HACA may terminate the Lease.
6. Involuntary transfers are subject to the HACA Grievance Procedures and no such transfers may be made until the time to request a grievance has expired and (if a hearing was requested timely by the Resident), the grievance process has been completed. [24 CFR 966.4 (c)(4)]
7. HACA will consider any Resident requests for transfer in accordance with the transfer priorities established in HACA's Admissions and Occupancy Policies.

Comment [AT315]: Incorporation of Accessible Unit Addendum into Lease. We have included a summary of the text from 24 CFR 8.27, which is currently in the Addendum; however, these two sentences may not be necessary.

Comment [AT316]: Is the "Acknowledgment" the Accessible Unit Addendum? If so, that Addendum is being incorporated into the Lease and this sentence should be deleted.

IX. **RESIDENT'S RIGHT TO USE AND OCCUPY DWELLING UNIT:** The Resident and Household Members listed within page one (1), paragraph III, have the right to exclusive use and occupancy of the Dwelling Unit, including accommodation for their guests. No other persons, (occupants, boarders, lodgers, or otherwise) are allowed to reside in or occupy the unit. [24 CFR 966.4 (d)(1)]

X. **GUESTS, FOSTER CHILDREN, AND LIVE-IN AIDE:** Persons not listed in page one (1), paragraph III, may not stay in the unit as guests of the resident for more than three (3) consecutive days or for more than fourteen (14) cumulative days in any calendar year unless the written consent of HACA is first obtained. The term "guest" refers to any person in the Dwelling Unit with the consent of any household member listed in page one (1), paragraph III. [24 CFR 966.4 (d)(1) and 24 CFR 5.100] With the written consent of HACA, household members may include a foster child(ren), or a live-in aide who is essential to the care and well-being of an elderly, disabled or handicapped Resident or Household Member, and who is not obligated for the support of the Resident or Household Member and would not be living in the unit except to provide the necessary supportive services to the Resident or a Household Member. A Live-In Aide Addendum, signed by the Resident and Live-In Aide, stipulates that the Live-In Aide is not a member of the family and has no rights under the lease. Should the Resident vacate the unit or no longer require a Live-In Aide, the Live-In Aide is not entitled to continued housing in this Dwelling Unit. [24 CFR 966.4 (d)(3)(i)]

Comment [AT317]:

XI. **OBLIGATIONS OF HACA: HACA shall be obligated:** [24 CFR 966.4 (e)]

- A. To maintain the Dwelling Unit and the Development in a decent, safe, and sanitary condition. [24 CFR 966.4 (e)(1)]
- B. To comply with requirements of applicable building codes, housing codes, and federal regulations materially affecting health and safety. [24 CFR 966.4 (e)(2)]
- C. To make reasonable and necessary repairs to the Dwelling Unit. [24 CFR 966.4 (e)(3)]
- D. To keep the Development buildings, facilities, and common areas not otherwise assigned to Resident for maintenance upkeep, in a clean and safe condition. [24 CFR 966.4 (e)(4)]
- E. To maintain in good and safe working order and condition electrical, plumbing, sanitary, heating, ventilating, and other facilities and appliances, including any elevators, supplied or required to be supplied by HACA. [24 CFR 966.4 (e)(5)]
- F. To provide and maintain appropriate receptacles and facilities (except containers for the exclusive use of Resident and Household Members) for the deposit of ashes, garbage, rubbish, and other waste removed by Resident from the Dwelling Unit. [24 CFR 966.4 (e)(6)]
- G. To supply running water, reasonable amounts of hot water, and reasonable amounts of heat and/or cooling 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, cooling, or hot water is generated by an installation within the exclusive control of Resident and supplied by a direct connection subject to service interruptions beyond the control of HACA. [24 CFR 966.4 (e)(7)]
- H. To inspect the unit with Resident or his/her representative before Resident moves in and to give Resident a written statement of the condition of the premises signed by both parties.
- I. To encourage Resident to strive for self-sufficiency while enforcing the terms of this agreement fairly, impartially, and in good faith.
- J. To inspect, install, or replace all smoke detectors on an annual basis coinciding with the unit's Uniform Physical Inspection Standard (UPCS) inspection. When notified through the work order system by the Resident, HACA shall also inspect, repair, replace, or install any smoke detector within the unit determined to be inoperable.
- K. To notify Resident of the specific grounds for any proposed adverse action by HACA (Such adverse action includes, but is not limited to, a proposed Lease termination, transfer of Resident to another unit, imposition of charges for maintenance and repair, or for excess consumption of utilities). The notice of proposed adverse action shall state the specific grounds for the action and shall inform the Resident of the right to request a grievance hearing, under the HACA Grievance Procedures, when applicable. In the case of a proposed adverse action other than a proposed Lease termination, HACA shall not take the proposed action until the time for the resident to request a grievance hearing has expired, and (if a hearing was timely requested by the Resident), the grievance process has been completed. [24 CFR 966.4 (e)(8)(i) & (ii)]

- L. To post information pertaining to the Violence Against Women Reauthorization Act of [2005-2013](#) (VAWA) at each Development and make the information available upon request. HACA shall require documentation from individuals affirming the VAWA claim. [To consider Lease bifurcation, as provided in 24 CFR 5.2009, in circumstances involving domestic violence, dating violence, sexual assault, or stalking addressed in 24 CFR part 5, subpart L. \[24 CFR 966.4\(e\)\(9\)\]](#)
- M. To comply with the federal and state Fair Housing Acts and Section 504 of the Rehabilitation Act of 1973.

Comment [AT318]: Confirm cite

Comment [I19]: Confirmed CFR as well – Troilo added “sexual assault” to the CFR (LHB)

XII. **OBLIGATIONS OF RESIDENT:** Resident shall be obligated: [24 CFR 966.4 (f)]

- A. To use the Dwelling Unit address as stated in Section I for the sole and primary use of the Resident and Household Members. [24 CFR 966.4 (f)(3)]
- B. Not to assign the Lease, sublease the Dwelling Unit, or grant any other interest in the Dwelling Unit. [24 CFR 966.4 (f)(1)]
- C. Not to provide accommodations for boarders or lodgers, subject to Resident's right to accommodations for guests as set-out in Section X of this Lease; and to not allow any person not on the Lease to use a housing authority address as his/her mailing address. [24 CFR 966.4 (f)(2)]
- D. To engage in legal profit-making activities in the Dwelling Unit when HACA determines that such activities are incidental to primary use of the leased unit for residence by members of the household. Unless approved in writing by HACA, Resident shall use the Dwelling Unit solely as a private dwelling for Resident and Household Members, and for no other purpose. [24 CFR 966.4 (d)(1) & (2)]
- E. To abide by the rules and regulations established by HACA for the benefit and well-being of the Development and other residents of the Development, which rules and regulations shall be posted in the Development's management office and which, as amended, are incorporated by reference and made a part of this Lease. Resident shall explain all such rules and regulations and this Lease to Household Members and guests, and will be responsible for any violations of the rules and regulations and this Lease by Household Members or guests. [24 CFR 966.4 (f)(4)]
- F. To comply with all obligations and rules imposed by applicable provisions of building and housing codes materially affecting health and safety. [24 CFR 966.4 (f)(5)]
- G. To keep the Dwelling Unit and such other areas as may be assigned for Resident's use in a clean and safe condition. [24 CFR 966.4 (f)(6)] This includes keeping front and rear entrances and walkways for the exclusive use of Resident, free from hazards and trash.
- H. To keep any lawn assigned for Resident's use in a clean and safe condition.
- I. To dispose of all ashes, garbage, rubbish, and other waste from the Dwelling Unit in a sanitary and safe manner. [24 CFR 966.4 (f)(7)] Resident will refrain from, and cause members of Resident's household or guests to refrain from, littering or leaving trash and debris in common areas.
- J. To use electrical, plumbing, sanitary, heating, ventilating, air-conditioning, elevators, stairways, and other facilities and property in a reasonable manner. [24 CFR 966.4 (f)(8)]
- K. To refrain from, and cause Household Members and guests to refrain from damaging, defacing, destroying, or removing any part of the Dwelling Unit or Development. [24 CFR 966.4 (f)(9)]
- L. To use reasonable care to keep the Dwelling Unit in such condition as to ensure proper health and sanitation standards for the Resident, household members, and neighbors. RESIDENT SHALL NOTIFY HACA PROMPTLY OF KNOWN NEED FOR REPAIRS TO THE DWELLING UNIT and of known unsafe or unsanitary conditions in the Dwelling Unit or in common areas and grounds of the Development. The Resident's failure to report the need for repairs in a timely manner shall be considered to contribute to any further damage that occurs.

- M. To pay reasonable charges (other than for normal wear and tear) for the repair of damages to the Dwelling Unit, Development buildings, facilities, or common areas caused by Resident, Household Members, or guests, as stated in a schedule of such charges posted in the Development's management office and incorporated, as amended, into this Lease by reference. [24 CFR 966.4 (f)(10)] Such charges shall become due and collectible on the first day of the second month following the month in which the charges are incurred. [24 CFR 966.4 (b)(4)] Resident has a right to utilize the HACA Grievance Procedures to dispute the charges.
- N. To conduct himself/herself and cause Household Members, guests and other persons who are at the Development with his/her consent to conduct themselves in a manner, which will not disturb any other residents of the Development from peaceful enjoyment of their accommodations and will be conducive to maintaining the Development in a decent, safe, and sanitary condition. [24 CFR 966.4 (f)(11)]
- O. To refrain from illegal or other activity, which impairs the physical or social environment of the Development.
- P. Not to install additional locks or change locks, which would prevent HACA from gaining entry to the Dwelling Unit in an emergency.
- Q. To have pets or domestic animals in the Dwelling Unit or Development only with prior written consent of HACA and in accordance with HACA's Pet Policy posted in the Development's management office, which as amended, is incorporated into this Lease by reference. Residents are only allowed to keep common household pets in their units subject to the execution of HACA's Pet Policy and Pet Lease Agreement. Resident agrees to provide proof of shots at every Annual Certification and comply with the Pet Policy. Violation of the pet rules, as outlined in the Pet Policy, will be grounds for removal of the pet and/or termination of pet owner's tenancy. Violation of this Section shall be considered to be a material violation of this Lease and HACA may terminate the Lease in accordance with Section XIX of this Lease. Assistance animals that are needed as a reasonable accommodation for persons with disabilities are permitted by HACA and are not subject to HACA's Pet Policy. Assistance animals are subject to policies outlined in the HACA Admissions and Continued Occupancy Policy and in the Assistance Animal Policy.
- R. To notify HACA in advance and make arrangements for the care of the Dwelling Unit if Resident and all adult Household Members intend to be absent from the unit for more than fifteen (15) consecutive days. Under no circumstances shall the entire family be absent from the unit for a period exceeding sixty (60) consecutive days unless HACA determines that exigent circumstances exist and/or the family has obtained prior written approval from HACA. Under no circumstances shall a family member be absent from the unit for a period exceeding ninety (90) consecutive days unless HACA determines that exigent circumstances exist and Resident has obtained prior written approval from HACA.
- S. To use flashlights, but NOT candles or an open flame, in the event the electricity is interrupted.
- T. To take reasonable precautions to prevent fires and to refrain from storing or keeping highly volatile or flammable materials upon the premises.
- U. To abide by the HACA Parking and Towing Policy. This Policy is posted in the Development's management office, which as amended, is incorporated into this Lease by reference.
- V. Not to disconnect, intentionally damage a smoke detector, or remove the battery without immediately replacing it with a working battery. Resident may be subject to damages, civil penalties, and attorney's fees pursuant to Section 92.2611 of the Texas Property Code for failing to comply with this notice. Should the Resident find that the smoke detector is not working properly the Resident shall notify HACA immediately by calling in a work order to the dispatch number and requesting that the smoke detector be inspected or repaired.
- W. To notify HACA in writing within ten calendar (10) days of any change in income, or family composition, as required by Section VIII.B. of this Lease, or change from exempt to non-exempt status with regard to the Community Service and Self-Sufficiency Requirement [24 CFR 966.4 (c)(2)]

Comment [AT320]:

Comment [AT321]:

Comment [AT322]:

X. To transfer to an appropriate size Dwelling Unit based on family composition, upon notice by HACA that such Dwelling Unit is available. [24 CFR 966.4 (c)(3)]

Y. To abide by all stipulations contained within HACA's Criminal Trespass Policy. A copy of the Criminal Trespass Policy is posted at HACA's Central Administration Office and at the Development management office. The Criminal Trespass Policy is hereby incorporated by reference into this Lease Agreement as if copied herein verbatim.

Z. To assure that:

1. He/she, any member of the household, or a guest, shall not engage in: [24 CFR 966.4 (f)(12)(i) (A) & (B)]
 - (a) Any criminal activity which threatens the health, safety, or right to peaceful enjoyment of HACA's public housing premises by other residents or employees of HACA, or by other persons residing in the immediate vicinity of the premises; or
 - (b) Any drug-related criminal activity on or off such premises.
2. To assure that no other person under the tenant's control engages in: [24 CFR 966.4 (f)(12)(ii)(A) & (B)]
 - (a) Any criminal activity that threatens the health, safety, or right to peaceful enjoyment of the premises by other residents or employees of HACA; or
 - (b) Any drug related criminal activity on the premises;
3. To assure that no member of the household engages in an abuse or pattern of abuse of alcohol that affects the health, safety, or right to peaceful enjoyment of the premises by other residents. [24 CFR 966.4 (f)(12)(iii)]

Comment [AT323]:

Comment [AT324]:

AA. To abide by all obligations contained in the FSS Contract of Participation, if applicable, which is hereby incorporated by reference into this Lease Agreement.

Comment [AT325]:

BB. ~~To comply with the Community Service and Self-Sufficiency Requirement (CSSR). To performing eight (8) hours of qualifying activities each month -community service each month~~ (Resident and adult Household Members), unless exempt. HACA may not renew the Lease if the family has violated the requirement ~~to perform community service~~. Resident will submit to HACA verification proof of CSSR activities community service by all non-exempt household members ~~to HACA~~ at Annual ~~Re-examination Certification~~. [24 CFR 966.4 (a)(2)(ii)]

Comment [I26]: Changed to include participation in a self-sufficiency program (as opposed to just saying "8 hours of community service")

CC. To abide by the regulations set forth by the established Home Owner's Association, if applicable, and to pay for any fees assessed.

DD. In those developments where utilities are owned and furnished by a local utility company, to get utilities for the Dwelling Unit turned on in the Head of Household's name of an adult resident member of the dwelling unit by the date of Lease Commencement, as required by Section VI.D. of this Lease.

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EE. For a Household Family without a disability that is housed in a dwelling unit with accessibility features, to transfer to a dwelling unit without such features, within thirty (30) days of a written request from HACA should a Resident or applicant with disabilities need the features of the unit and there is another unit available for the non-disabled Household Family. [24 C.F.R. 8.27]

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FF. To abide by all terms and conditions of HACA's Smoke-Free Policy which is set forth in Section XX of this Lease. A copy of the Smoke-Free Policy is also posted at HACA's Central Administration Office and the Development management office.

Comment [AT327]: Incorporation of Accessible Unit Addendum.

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XIII. PROHIBITED OR CRIMINAL ACTIVITY:

A. It shall be considered a prohibited activity for Resident, any Household Members, guests or any other persons under Resident's control to do any of the following while upon Development property or within the immediate vicinity of the Development property:

Comment [AT328]: Incorporation of Smoke Free Policy.

Comment [AT329]:

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1. To carry on or about his/her person a deadly weapon;
2. To display a deadly weapon in connection with a verbal or nonverbal threat of bodily harm without legal justification;
3. To shoot, fire, explode, throw, or otherwise discharge a deadly weapon;

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Comment [AT330]:

4. To intentionally inflict injury upon another person without legal justification;
5. To inflict any injury upon another person through the reckless careless or negligent use of a deadly weapon;
6. To damage any property through the intentional, reckless, careless, or negligent use of a deadly weapon.

B. For the purpose of this section, a deadly weapon means a firearm or anything manifestly designed, made or adapted for the purpose of inflicting death or serious bodily injury; or anything that in the manner of its use or intended use is capable of causing death or serious bodily injury. A deadly weapon shall include, but not be limited to, a club, explosive weapon, firearm, knife, or knuckles as those terms are defined in Section 46.01 of the revised Texas Penal Code. This also prohibits use of any firearms, BB guns, or pellet guns at the Development.

C. The following criminal activities by Resident, any Household Members, or guests are prohibited, whether on or off of the Development and whether before or after conviction of the crime.

1. Any criminal activity that threatens the health, safety, or right to peaceful enjoyment of HACA's public housing premises by other residents or HACA employees, or by persons residing in the immediate vicinity of the premises. [24 CFR 966.4 (l)(5)(ii)(A)]
2. Any drug-related criminal activity on or off such premises. "Drug related criminal activity" is defined as "the manufacturing, selling, distributing, using, or possessing with intent to manufacture, sell, distribute, or use a controlled substance, as defined in Section 102 of the Controlled Substances Act (21 U.S.C. 802)." [24 CFR 966.4 (l)(5)(i)(B)]
3. Any activity that violates the Texas or Federal Penal Code.

Comment [AT331]:

D. Zero Tolerance Policy – HACA's mission is to provide safe, decent, and sanitary housing to its residents. In order to achieve its goal to provide safe housing, as well as, protect the solvency of the agency by lessening the agency's liability, HACA has a Zero Tolerance Policy for criminal activity, drug-related criminal activity, acts of physical violence or threats of physical violence, or other acts or disturbances engaged in by Residents, Household Members or guests who violate the applicable Lease. It shall be the policy of HACA to terminate this Lease for the above-described behavior. Neither an arrest nor a conviction is required to terminate this Lease for the above-described behavior. HACA may terminate tenancy and evict the Resident for criminal activity through judicial action if HACA determines that the Resident has engaged in criminal activity, regardless of whether the Resident has been arrested or convicted for such activity and without satisfying criminal standard of proof.

XIV. **DEFECTS HAZARDOUS TO LIFE, HEALTH OR SAFETY:** In the event that the Dwelling Unit is damaged to the extent that conditions are created that are hazardous to the life, health, or safety of the Resident, Household Members, or guests: [24 CFR 966.4 (h)]

HACA Responsibilities:

- A. HACA shall be responsible for the repair of the Dwelling Unit within a reasonable period of time after receiving notice from Resident, provided, that if the damage was caused by Resident, Household Members, or guests, Resident agrees to pay HACA for the reasonable cost of the repairs to the unit for damages occurring beyond the normal wear and tear of the unit. [24 CFR 966.4 (h)(1) & (2)] Such charges shall become due and collectible on the first day of the second month following the month in which the charges are incurred. [24 CFR 966.4 (b)(4)] Resident has a right to utilize the HACA Grievance Procedures to dispute the charges.
- B. If the defects or damages cannot be repaired within a reasonable time, HACA shall offer standard alternative accommodations to Resident, if available. HACA is not required to offer Resident a replacement unit if Resident, Household Members, or guests caused the hazardous condition. [24 CFR 966.4 (h)(3)]
- C. In the event HACA fails to fulfill the responsibility described in this section and alternative accommodations are unavailable, Resident's rent shall be reduced in proportion to the seriousness of the damages and loss in value as a dwelling. No abatement of rent shall occur if Resident rejects the alternative accommodations offered by HACA, or if Resident, Household Members, or guests caused the damages or conditions. [24 CFR 966.4 (h)(4)]

- D. If HACA determines that the Dwelling Unit is un-inhabitable because of imminent danger to the life, health, and safety of Resident and Resident refuses alternative accommodations, this Lease shall be terminated and any rent paid for the month in which the unit was determined to be un-inhabitable will be refunded to Resident.

Comment [AT332]:

Resident Responsibilities:

- A. Resident shall immediately notify the Property Manager of the damage and intent to abate rent, when the damage is or becomes sufficiently severe that Resident believes he/she is justified in abating rent. [24 CFR 966.4 (h)(1)]
- B. Resident agrees to continue to pay full rent, less the abated portion agreed upon by HACA, during the time in which the defect remains uncorrected. [24 CFR 966.4 (h)(4)]
- C. Resident shall accept any alternative accommodations or replacement unit offered by HACA.

Comment [AT333]:

Comment [I34]: Removed per decision in 2/24 meeting

- XV. **LIABILITY:** Unless otherwise provided by law, HACA will not be liable to Resident, Household Members or guests for any damages or losses to person or property caused by appliances or personal property not provided by HACA or caused by the acts or omissions of other persons, other than HACA staff, including, but not limited to, homicide, theft, burglary, assault, and vandalism. Unless otherwise provided by law, HACA will not be liable to Resident, Household Members, or guests (or other person who have left property in Dwelling Unit) for personal injury or damage to or loss of personal property by fire, flood, water, leaks, rain, hail, ice, snow, smoke, lightning, wind, explosion, interruption of utilities, or other occurrences.

- XVI. **PRE-OCCUPANCY AND PRE-TERMINATION INSPECTIONS:** HACA and Resident, or Resident's representative, shall be obligated to inspect the Dwelling Unit prior to the commencement of occupancy by Resident. HACA will furnish Resident with a written statement, signed by HACA and Resident, of the condition of the Dwelling Unit and the appliances provided. A copy of the written statement shall be given to Resident as well as retained by HACA in Resident's folder. HACA will also inspect the Dwelling Unit at the time Resident vacates the Dwelling Unit and will furnish Resident a statement of any charges to be made in accordance with Sections V., VII., B and XII., M of this Lease. Resident is encouraged and will be allowed to participate in the inspection occurring upon vacating of the Dwelling Unit. [24 CFR 966.4 (i)]

Comment [AT335]:

XVII. **ENTRY OF PREMISES DURING RESIDENCY:**

Resident Responsibilities:

- A. Resident agrees that the duly authorized Agent, Employee, or Contractor of HACA will be permitted to enter Resident's Dwelling Unit during reasonable hours for the purpose of performing routine maintenance, making improvements or repairs, inspecting the unit, or showing the unit for re-leasing. [24 CFR 966.4 (j)(1)]
- B. When Resident calls to request maintenance on the unit, HACA shall attempt to provide such maintenance at a time convenient to Resident. If Resident is absent from the Dwelling Unit when HACA comes to perform maintenance, Resident's request for maintenance shall constitute permission to enter.
- C. Resident may authorize entry without written notice in non-emergency situations.

HACA's Responsibilities:

- A. HACA shall give Resident at least forty-eight (48) hours written notice that HACA intends to enter the unit. HACA may enter only at reasonable times. [24 CFR 966.4 (j)(1)]
- B. HACA may enter Resident's Dwelling Unit at any time without advance notification when there is reasonable cause to believe that an emergency exists. [24 CFR 966.4 (j)(2)]
- C. If Resident and all adult members of the household are absent from the Dwelling Unit at the time of entry, HACA shall leave in the Dwelling Unit a written statement specifying the date, time, and purpose of entry prior to leaving the Dwelling Unit. [24 CFR 966.4 (j)(3)]
- D. HACA may enter by master key, but if locks have been changed in violation of this Lease, then by whatever means necessary to gain entry.

XVIII. **NOTICE PROCEDURES:**

- A. **Resident Responsibility:** Notices to HACA required or authorized by this Lease must be in writing and delivered to the Development's management office or sent by first-class mail to HACA's current address. [24 CFR 966.4 (k)(1)(ii)]
- B. **HACA's Responsibilities:** Unless otherwise indicated, any notice to Resident required or authorized by this Lease will be sufficient if it is in writing and is hand-delivered to Resident personally or to an adult Household Member or if sent by first-class mail to Resident at the Dwelling Unit. [24 CFR 966.4 (k)(1)(i)] Additionally, Lease Termination Notices and Demand to Vacate Notices may be delivered by affixing the notice to the inside of the main entry door.
- C. Unopened, canceled, first class mail returned by the Post Office shall be sufficient evidence that notice was given.
- D. If Resident is visually impaired, all notices must be in an accessible format. [24 CFR 966.4 (k)(2)]

XIX. **TERMINATION OF LEASE:**

- A. HACA may terminate or refuse to renew this Lease for a material violation of material terms of the Lease or for other good cause. [24 CFR 966.4 (l)]

HACA may terminate the Lease for the following:

- 1. Failure to sign and submit any consent form the Resident and/or Household Member is required to sign for any ~~re-examination~~ reexamination. [24 CFR 960.259(a) and (b)]
- 2. Failure to submit the required documentation within the required timeframe regarding any family member's citizenship or immigration status. Secondary verification does not verify eligible immigration status of the family, resulting in no eligible members. AHACA determines that a Household Member has knowingly permitted another individual who is not eligible for assistance to reside (on a permanent basis) in the unit. [24 CFR 5.514(c)(d) and 24 CFR 960.259(a)]
- 3. Failure to provide the documentation or certification required for any family member who has been assigned a Social Security Number, including any new family members who are added to the household. [24 CFR 5.218(c) and 24 CFR 960.259(a)(3)]
- 4. Failure to accept HACA's offer of a Lease revision to an existing Lease (so long as the revision is on a form adopted by HACA in accordance with regulation, with written notice of the offer of the revision at least sixty (60) calendar days before the Lease revision is scheduled to take effect and with the offer specifying a reasonable time limit within the period for acceptance by the family). [24 CFR 966.4 (l)(2)(iii)(E)]
- 5. The conviction of drug-related criminal activity for manufacture or production of methamphetamine on the premises of federally assisted housing by Resident and/or any Household Members. [24 CFR 966.4 (l)(5)(i)(A)]
- 6. Failure of a Household Member to comply with the Community Service and Self-Sufficiency Requirement (~~CSSR~~ provisions to include failure to cure non-compliance with the ~~CSSR~~ ommunity Service Requirement (this is grounds for non-renewal of the lease and termination of tenancy only at the end of the twelve-month lease). [24 CFR 966.4 (l)(2)(iii)(D)]
- 7. Any drug-related criminal activity engaged in on or off the premises by any Resident, member of the Resident's household, or guest (including unauthorized occupants) and any such activity engaged in on the premises by any other person under the resident's control. [24 CFR 966.4 (l)(5)(i)(B)]
- 8. A Household Member is illegally using a drug or HACA determines that a pattern of illegal use of a drug interferes with the health, safety, or right to peaceful enjoyment of the premises by other residents. [24 CFR 966.4(l)(5)(i)(B)]

Comment [AT336]:

9. Any criminal activity by Resident, Household Member, guest, or other person under Resident's control, including criminal activity that threatens the health, safety, or right to peaceful enjoyment of the premises by other residents or HACA employees, or by persons residing in the immediate vicinity of the premises. [24 CFR 966.4 (l)(5)(ii)(A)]

Comment [AT337]:

10. Any abuse or pattern of abuse of alcohol that threatens the health, safety, or right to peaceful enjoyment of the premises by other residents. [24 CFR 966.4 (l)(5)(vi)(A)]

11. False or misleading information provided by Resident concerning illegal drug use, alcohol abuse, or rehabilitation of illegal drug users or alcohol abusers. [24 CFR 966.4 (l)(5)(vi)(B)]

12. Failure to pay rent, re-payment installment(s), retroactive rent, utility charges, and/or other charges when due. [24 CFR 966.4 (l)(2)(i)(A)]

Comment [AT338]:

13. Repeated late payments, which shall be defined as a failure to pay the amount of rent or other charges due during the first five (5) calendar days of the month. Four (4) late payments within any twelve (12) month period shall constitute a repeated late payment. ~~[24 CFR 966.4 (f)(10)]~~

~~13.~~
14. In those developments where utilities are owned and furnished by a local utility company, failure to get utilities for the Dwelling Unit turned on in the Head of Household's name of an adult resident member of the dwelling unit by the date of Lease Commencement, as required by Section V.I.D. of this Lease.

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Comment [AT339]:

~~14.~~
15. Failure to pay utility bills resulting in the discontinuation of utilities.

~~15.~~
16. The misrepresentation, falsification, or omission of income, assets, medical expenses, ~~or~~ composition, or eligibility factors on behalf of the Resident and/or Household Members. [24 CFR 966.4 (c)(2)]

Comment [AT340]:

~~16.~~
17. Failure to supply, in a timely fashion, any certification, signed release, information, or documentation on Family income, ~~or~~ composition, or eligibility factors needed to make determinations with respect to rent, eligibility, and appropriateness of the dwelling size and/or to process annual re-examination ~~reexaminations~~ or interim ~~reexaminations-determinations~~. [24 CFR 966.4 (c)(2)]

~~17.~~
18. Failure to attend appointments scheduled by HACA for the purpose of: re-determining rent, eligibility, and appropriateness of dwelling size; processing annual re-examination ~~reexaminations~~ or interim ~~reexaminations-determinations~~; obtaining requested information; etc. [24 CFR 966.4 (c)(2)]

~~18.~~
19. Failure to fulfill Resident's obligations set forth in this Lease. [24 CFR 966.4 (l)(2)(i)(B)]

~~19.~~
20. Resident or any Household Member is fleeing to avoid prosecution, or custody or confinement after conviction, for a crime, or attempt to commit a crime, that is a felony under the laws of the place from which the individual flees or violating a condition of probation or parole imposed under Federal or State law. [24 CFR 966.4 (l)(5)(ii)(B)]

~~20.~~
21. Resident or any Household Member has during residency become subject to a registration requirement under a state offender registration program. [24 CFR 960.204]

~~21.~~
22. Discovery after admission of facts that made the Resident ineligible. [24 CFR 966.4 (l)(2)(iii)(B)]

~~22.~~
23. Discovery of material false statements or fraud by the Resident in connection with an application for assistance or with ~~re-examination~~ reexamination of income. [24 CFR 966.4 (l)(2)(iii)(c)]

24. Failure to transfer to an appropriate size Dwelling Unit based on family composition upon appropriate notice by HACA.

23-25. Failure to transfer to a Dwelling Unit with non-accessible features unit upon appropriate notice by HACA. [24 C.F.R. 8.27]

24-26. Failure to permit access to the unit by HACA after proper advance notification for routine inspections and maintenance or without advance notice if it is reasonable in the case of an emergency.

25-27. Failure to promptly inform HACA of the birth, adoption, or court-awarded custody of a child. Failure of the Head of Household to report his/her marriage.

28. Failure to abide by the provisions of HACA's pet policy.

26-29. Failure to comply with HACA's House Rules.

27-30. If a Family member has violated federal, state, or local law that imposes obligations in connection with the occupancy or use of the premises.

28-31. If any Resident, any Household Members, or guests have engaged in or threatened violent or abusive behavior toward HACA personnel.

29-32. Entire family is absent from the unit for a period exceeding sixty (60) consecutive days, unless the family requested and received advance written authorization approved by the departmental Vice President.

30-33. Any act that threatens the health or safety of other residents or employees of HACA or of persons residing in the immediate vicinity of the premises. [24 CFR 966.4 (f)(11)]

31-34. Serious or repeated damage to the Dwelling Unit, creation of physical hazards in the unit, common areas, grounds, or parking areas of any project site. [24 CFR 966.4 (f)(6)]

32-35. Offensive weapons or illegal drugs seized in a HACA unit by a law enforcement officer.

36. Any fire on the premises caused by the negligence or carelessness of Resident, any Household Members, and/or guests, including unattended cooking or candles.

37. Failure to obtain the advanced written approval of HACA before allowing additional persons not listed on this Lease to move into the Dwelling Unit.

38. Failure to obtain the advanced written approval of HACA before allowing persons to stay or reside in the Dwelling Unit as a guest beyond the time limits set forth in Section X of the Lease.

39. Any Resident or Household Member is convicted of a felony.

33-40. Failure to comply with HACA's Smoke-Free Policy.

B. HACA shall recognize the following protections for Victims of Abuse under The Violence Against Women Reauthorization Act of ~~2005~~2013 (VAWA):

1. An incident or incidents of actual or threatened domestic violence, dating violence, sexual assault, or stalking will not be construed as serious or repeated violations of the Lease or other "good cause" for termination of the assistance, tenancy, or occupancy rights of such a victim.

2. Criminal activity directly relating to domestic violence, dating violence sexual assault, or stalking, engaged in by a member of a Resident's household or any guest or other person under the Resident's control, shall not be cause for termination of assistance, tenancy, or occupancy rights if the Resident or an affiliated individual immediate member of the Resident's family is the victim or threatened victim of that abuse.

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Comment [AT341]: This section addresses the Accessible Unit.

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Comment [AT345]: Laura – we added this language for consideration. It is something that HACA could add to the House Rules if not to the Lease.

Comment [AT346]: Smoke-Free Policy

Comment [AT347]:

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Comment [AT351]:

3. Notwithstanding any restrictions on admission, occupancy, or terminations of occupancy or assistance, or any Federal, State, or local law to the contrary, HACA may "bifurcate" a Lease, or otherwise remove a household member from a Lease, without regard to whether a Household Member is a signatory to the Lease, in order to evict, remove, terminate occupancy rights, or terminate assistance to any individual who is a Resident or lawful occupant and who engages in criminal activity directly relating to domestic violence, dating violence, sexual assault, or stalking against an affiliated individual or other individual, acts of physical violence against Household Members or others. This action may be taken without evicting, removing, terminating assistance to, or otherwise penalizing the victim of such criminal activity the violence who is also a Resident or lawful occupant of the dwelling unit. Such eviction, removal, termination of occupancy rights, or termination of assistance shall be effected in accordance with the procedures prescribed by Federal, State, and local law for the termination of leases.

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3.4. Nothing in this section may be construed to limit the authority of HACA, when notified, to honor court orders addressing rights of access or control of the property, including civil protection orders issued to protect the victim and issued to address the distribution or possession of property among the Household Members in cases where a family breaks up.

4.5. Nothing in this section limits any otherwise available authority of HACA to evict a Resident for any violation of the Lease not premised on the act or acts of violence in question against the Resident or an affiliated person of a member of the Resident's household, provided that HACA does not subject an individual who is or has been a victim of domestic violence, dating violence, sexual assault, or stalking to a more demanding standard than other Residents in determining whether to evict or terminate.

Comment [AT357]:

Comment [AT358]:

Comment [AT359]:

5.6. Nothing in this section may be construed to limit the authority of HACA to evict if HACA can demonstrate an actual and imminent threat to other Residents or those employed at or providing service to the property if the Resident is not evicted.

6.7. Nothing in this section shall be construed to supersede any provision of any Federal, State, or local law that provides greater protection than this section for victims of domestic violence, dating violence, or stalking.

7.8. All information provided to HACA regarding domestic violence, dating violence, sexual assault, or stalking, including the fact that an individual is a victim of such violence, assault, or stalking, will be retained in confidence and will not be entered into any shared data base nor provided to any related entity, except to the extent that the disclosure (a) is requested or consented to by the individual in writing, (b) is required for use in an eviction proceeding, or (c) is otherwise required by applicable law.

Comment [AT360]:

Comment [AT361]:

C. HACA shall give written notice of termination of this Lease, as follows:

1. Fourteen (14) calendar days in the case of failure to pay rent. [24 CFR 966.4 (l)(3)(i)(A)]
2. A reasonable time considering the seriousness of the situation (but not to exceed thirty (30) days):
 - (a) If the health or safety of other residents, HACA employees, or persons residing in the immediate vicinity of the premises is threatened. [24 CFR 966.4 (l)(3)(i)(B)];
 - (b) If any member of the household has engaged in any drug-related criminal activity or violent criminal activity; or
 - (c) If any member of the household has been convicted of a felony.
3. Thirty (30) days in all other cases. [24 CFR 966.4 (l)(3)(i)(B) & (C)]

All notices of lease termination will include a statement copy of the Notice to Public Housing Applicants, Residents, Housing Managers, and Assistant Managers regarding VAWA and a copy of Form HUD-50066, of the protection against termination provided by VAWA.

Comment [AT362]:

D. Any notice to vacate (or quit) that is required by State or local law will be issued to the Resident upon expiration of the notice of Lease termination under this section. [24 CFR 966.4 (l)(3)(iii)] Any notice of termination to Resident shall state the reasons for the termination, the date the termination will take place

and a serious violation of the Lease and is cause for lease enforcement action, including termination of my Lease and eviction.

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XX-XX.I. **NON-WAIVER OF RIGHTS AND CLAIMS:** After HACA gives notice of termination of the Lease, notice to vacate, or files a suit for forcible entry and detainer, HACA may still accept rent or other sums due without waiving or diminishing HACA's statutory or contractual rights to evict Resident, terminate the Lease and/or pursue other legal remedies. Acceptance of monies at any time will not waive HACA's right to seek past or future rents or other payments, damages, or sums due.

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XXI-XX.II. **CHANGES AND NEW LEASES:** Any modification of this Lease, other than rent reexaminations determinations and amendments to policies, rules and regulations posted by HACA must be accompanied by a written amendment to the Lease signed by Resident and HACA. HACA shall provide at least thirty (30) days advance written notice to Resident setting forth proposed changes in the Lease form used by HACA and providing an opportunity to present written comments. [24 CFR 966.4 (a)(3)(e)]

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XXII-XX.III. **ABANDONMENT AND ABANDONED PROPERTY:**

A. HACA may take possession of the Dwelling Unit after Resident has moved out, whether by eviction through judicial process or by abandonment. If there are reasonable grounds to question whether or not resident has moved out, HACA may secure the Dwelling Unit against vandalism, and a notice of planned entry will be delivered or attached to the Dwelling Unit.

B. HACA may reasonably conclude that the Resident has abandoned the unit when the following steps have been taken:

1. HACA has inspected the unit and it appears that all Household Members have vacated the unit, in HACA's reasonable judgment.
2. HACA has inspected the unit and furniture, food, clothing, and other household belongings have been substantially removed in HACA's reasonable judgment.
3. HACA has reviewed additional evidence of any existence of the Resident's intent to not return to the unit, such evidence may include, but is not limited to:
 - a. HACA has verified that Resident has been in default for non-payment of rent for at least five (5) consecutive days; or
 - b. HACA has verified the electrical utilities to the unit not connected in HACA's name have been terminated or transferred; and
4. There is no response by the Resident forty-eight (48) hours after HACA has posted the a notice of abandonment to the inside of the main entry door stating that HACA considers the dwelling unit abandoned.

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C. HACA may remove and store any of Resident's property left in the Dwelling Unit or the Development when Resident moves out. HACA may sell any such property at a public or private sale (subject to any recorded security agreement or financing statement) after thirty (30) days written notice of the time and place of sale has been sent to Resident at the Dwelling Unit's address or Resident's forwarding address, if such forwarding address has been provided to HACA by Resident. A prior court hearing shall not be required for HACA to exercise its rights under this section. If HACA sells the property, the money received will first be used to pay for the cost of storage and the sale, and then charges owed by Resident, if any. If there is any money left, it will be sent to Resident at Resident's forwarding address. Nothing in this section shall limit HACA's right to immediately dispose of trash or other property of no value.

D. HACA is authorized to remove and store any property belonging to a deceased resident, who is the sole occupant of the Dwelling Unit that remains in the unit for fourteen (14) or more days after the resident's death. HACA shall return the property to the person who was designated by the Resident or to any other person lawfully entitled to the property if the request is made in writing to HACA prior to the property being discarded. The initial costs of removal and storage will be deducted from the security deposit. HACA may dispose of the abandoned property as it sees fit only after the representative has been notified by certified mail, the representative failed to remove the property by the 30th day after the postmark date

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of the notice, and HACA has not been contacted by anyone claiming the property prior to the date of discarding the property.

~~XXIII,XXIV~~ **GRIEVANCE PROCEDURES:** All disputes concerning the obligations of Resident or HACA shall be resolved in accordance with the HACA Grievance Procedures in effect at the time the dispute arises. The HACA Grievance Procedures are posted in the Development's management office and is incorporated, as amended, into this Lease by reference. [24 CFR 966.4 (n)]

~~XXIV,XXV~~ **POSTINGS OF NOTICES AND SCHEDULES:** Schedules of special charges for services, maintenance, repairs, and utilities, and rules and regulations, which are required to be incorporated into this Lease by reference, shall be publicly posted in a conspicuous manner in the Development's management office and shall be furnished to applicants and Resident on request. ~~These schedules, rules, and regulations may be modified from time to time by HACA, provided that HACA shall give at least thirty (30) days written notice to each affected resident, setting forth the proposed modification, the reasons therefor, the proposed modifications, and providing Residents an opportunity to present written comments which shall be taken into consideration by HACA before prior to the making the proposed modification becoming effective. A copy of such notice shall be: either (i) delivered or mailed to each Resident; or (ii) posted in three (3) conspicuous places in at least three (3) conspicuous places at each Development with Dwelling Units that are affected by the proposed modification and in a conspicuous place at the Development's management office, if any, or if none, a similar central business location within the Development. [24 CFR 955.5]~~

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~~XXV,XXVI~~ **REPAIRS AND MALFUNCTIONS:** Resident agrees to immediately report to HACA all repairs and services needed to the Dwelling Unit. **ALL EMERGENCY REQUESTS FOR REPAIRS, INSTALLATIONS, OR SERVICES MUST BE CALLED IN TO HACA'S DISPATCH NUMBER.** HACA's response to a verbal request does not waive the requirement that requests for repairs must be made to dispatch. Emergencies includes cases of malfunction of utilities, damage by fire, water, or similar cause, the threat of immediate harm to persons or property, major water leaks or overflowing sewage. HACA shall have the right to temporarily and without notice turn off equipment and interrupt utilities to avoid damage to property or to perform repairs or maintenance, which require such interruption.

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~~XXVI,XXVII~~ **ACCOMMODATION OF PERSONS WITH DISABILITIES:** For all aspects of the lease and HACA Grievance Procedures, a disabled person shall be provided reasonable accommodation to the extent necessary to provide the person with an opportunity to use and occupy the Dwelling Unit equal to a non-disabled person.

~~XXVII,XXVIII~~ **EXECUTION:** By Resident(s) signature below, Resident and Household Members agree to the terms and condition of this lease agreement and all additional documents made a part of the lease by reference. [24 CFR 966.4 (a)(3)(p)]

- Comment [AT381]:

HEAD OF HOUSEHOLD: _____ DATE _____
 SPOUSE: _____ DATE _____
 OR _____ DATE _____
 CO-HEAD: _____ DATE _____

ADULT HOUSEHOLD MEMBER (S): _____ DATE _____
 _____ DATE _____
 _____ DATE _____

HACA REPRESENTATIVE: _____ DATE _____

ATTACHMENTS:

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

- | Move-In Inspection Form
- | House Rules
- | Mold Addendum
- | Zero Tolerance Policy
- | Pet/Service Animal Lease Agreement, if applicable
- | ~~Smoke-Free Addendum~~

- Live-In Aide Addendum, if applicable
- Asbestos Addendum
- ~~Bed Bug Addendum~~ ~~Accessible Unit Addendum~~
- VAWA Notice Addendum
- Parking and Towing Policy, if applicable

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