



PART 1: TENANT and UNIT INFORMATION

1. **THIS LEASE AGREEMENT** is executed between the Columbiana Metropolitan Housing Authority (hereinafter “CMHA”), and _____ (hereinafter the “Tenant”).

Lease Start Date	Lease End Date	Monthly Rent	Security Deposit

2. **Unit:** CMHA, based on verified data provided by the Tenant about Tenant’s eligibility, income, deductions, preferences, family/household size, and housing needs, leases to the Tenant a unit in accordance with the Part 2 Lease Terms and Conditions.

Tenant (Head of Household): _____

Spouse/Co-head (if applicable): _____

Physical Address of Unit: _____

Building: _____ Apt _____

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

Name	Date of Birth: mm/dd/yyyy	Age	Last four SS Number	Relationship to Head

4. **Initial Rent:** If prorated for a partial month shall be \$_____. Full monthly rent shall be: \$_____

5. **Utility Reimbursement:** If applicable, the Tenant shall receive \$_____ for the first month’s partial Utility Reimbursement for the period beginning _____ ending at midnight on _____. The full month’s Utility reimbursements shall be \$_____ paid by CMHA to the applicable Utility supplier on the Tenant’s behalf. See paragraph 11 below.

6. **Rent Choice:** Income-based rent. Flat Rent Tenant Initials _____

7. **Monthly Rent:** The monthly rent shall be payable in advance on the first day of each month. Rent is late if not paid by the 5th of the month. If the 5th falls on a weekend or holiday, rent is due by 5:00pm on the following business day. The monthly rent will remain in effect unless adjusted in accordance with the Lease Terms and Conditions. Adjustments to rent will be made by a Notice of Lease Adjustment.

8. **Rent Payments:** One of the following payment methods MUST be used: Tenant may provide CMHA with valid account and routing numbers so that an ACH deduction can be made from his/her bank account or provide CMHA with a valid debit/credit card so that the charges may be applied, or make a payment through any other method approved by CMHA.



9. **Renewal:** Unless terminated as stated in the Lease Terms and Conditions, this Lease shall be automatically renewed for successive terms of one year unless the family is not in compliance with Community Service Requirements.

10 **Security Deposit:** Security deposits are based on unit size: \$100 for an efficiency or 1 bedroom unit, \$200 for a 2 bedroom units and \$300 for a 3, 4 or 5 bedroom unit in accordance with Part 2 of this Lease.

10. **Utilities and Appliances:**

The following utilities and appliances are provided by CMHA, as checked below:	The following utilities and appliances are provided by the Tenant, as checked below:
<input checked="" type="checkbox"/> Water and Sewer <input type="checkbox"/> Electricity <input type="checkbox"/> Natural Gas <input checked="" type="checkbox"/> Stove <input checked="" type="checkbox"/> Refrigerator	<input type="checkbox"/> Water and Sewer <input type="checkbox"/> Electricity <input type="checkbox"/> Natural Gas

11. **Tenant-Paid Utilities:** When Tenant pays for utilities, as indicated above, CMHA shall provide Tenant with a Utility Allowance. This Utility Allowance will be subtracted from the Total Tenant Payment to compute Tenant Rent. The Tenant must keep utilities turned on in the unit and make payments directly to the utility supplier. Failure of Tenant to keep utilities turned on shall be grounds for termination of this lease pursuant to § 7. The Tenant must pay the entire utility bill, even if it exceeds the Utility Allowance. The Tenant’s utility bill must be in the Tenant’s name. 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 healthful living environment. Utility allowances are incorporated into Flat Rent if the Tenant chooses a flat rent.

If the utility allowance is more than the Total Tenant Payment the Tenant shall receive a Utility Reimbursement equal to the amount by which the Utility Allowance exceeds the Total Tenant Payment. **Utility reimbursements shall be paid by CMHA to the local utility provider on the Tenant’s behalf.**

If the Tenant’s actual utility bill is more than the utility reimbursement, the Tenant is responsible for the payment of the excess amount. If the Tenant’s actual utility bill is less than the utility reimbursement, the Tenant will receive the savings in the form of a credit on the utility provider’s billing statement. The Tenant agrees to sign a third-party notification agreement with the utility provider so that CMHA will be notified if the Tenant fails to pay the utility bill or if utility service will be disconnected.

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

- Not Applicable
- A separate bedroom
- Unit for Vision-Impaired
- A fully accessible apartment
- Unit for Hearing-Impaired
- One-level unit
- Bedroom and Bath on 1st floor
- Other _____

13. **Alternate form of communication or accessible format for written notices:** Tenant has presented to CMHA and CMHA has verified the need for the following alternate form of communication or accessible format: _____



SIGNATURES:

Tenant (Authorized Head of Household)	Date
Co-head or spouse Head of Household (if applicable)	Date
Other Adult Family Member	Date
Other Adult Family Member	Date
CMHA Representative	Date

Attachments to the Lease

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

- | | |
|--|---|
| <input type="checkbox"/> Terms and Conditions of the Lease | <input type="checkbox"/> Smoke-Free Public Housing handout |
| <input type="checkbox"/> CMHA Pet Policy | <input type="checkbox"/> House Rules |
| <input type="checkbox"/> CMHA Grievance Procedure | <input type="checkbox"/> Smoke Detector Safety |
| <input type="checkbox"/> Information on Lead Poisoning | <input type="checkbox"/> Fair Housing/504 Information Sheet |

STATEMENT ON RECEIPT OF INFORMATION:

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

Withholding or giving false information about the determination of eligibility, amount of rent, who will occupy the premises, or making a false statement or representation to any representative of the Columbiana Metropolitan Housing Authority will be considered an intent to defraud under Ohio state law and may be punishable with fine of up to \$10,000.00 and/or a prison term up to one (1) year.

Tenant	Date
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LEASE AGREEMENT

This is a two-part lease that is renewed automatically at annual re-certifications unless the family is not in compliance with community service requirements or any other material provision of the lease.

Part 1: The Part of the Lease that is Specific to the Individual Tenant

This part is executed by all adult members of Tenant's family and the Columbiana Metropolitan Housing Authority (CMHA) 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;
- Full monthly rent amount, security deposit required, full monthly utility reimbursement (if any) and the amount of any other charges due under the Lease;
- Utilities and appliances provided by CMHA 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.

"CMHA" means the Columbiana Metropolitan Housing Authority and its employees and contractors acting in an official capacity.

"Tenant" shall be the household head and co-head, if applicable, who sign the Lease.

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

"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 only 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 CMHA directly or indirectly to include, but not limited to, stairways, landings, elevators, common areas, grounds and parking lots.

Days in a Month For the purposes of calculating pro-rated rent, utility allowances and utility reimbursements, it shall be assumed that every month has 30 days.

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.**



PART 2: LEASE TERMS AND CONDITIONS

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 herein. The Lease shall automatically be renewed for successive terms of one year unless the family is not in compliance with community service requirements and/or any other material provision of the lease. **[24 CFR § 966.4(2)]**
- 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 (30%) of adjusted monthly income or 10 percent (10%) of gross monthly income, but never less than CMHA minimum rent of **\$50**. Flat rent is a market-based rent that reflects the age, size, location, condition, and amenities of each of CMHA's developments. **[24 CFR 5.609]**
- c. Families that include at least one member who is either a U.S. citizen or an eligible noncitizen and other members who are neither U.S. citizens nor eligible noncitizens 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 ineligible for housing assistance. CMHA reserves the right to reject the applications of mixed families whose pro-rated rent exceeds 60 percent of their adjusted monthly income.
- d. In developments with Tenant-paid utilities, tenants who pay an income-based rent will receive a Utility Allowance. Utilities allowances are incorporated into Flat Rent.
- e. The rent amount is stated in Part 1 of the Lease. Rent shall remain in effect unless adjusted by CMHA in accordance with Section 5 of this Lease. The amount of the rent shall be determined by CMHA in compliance with the HUD regulations.
- f. Rent is due and payable in advance without demand on the first day of each month. Rent is late if it is not paid by the fifth day of the month.
- g. **Failure to pay rent on time is a serious lease violation and grounds for lease termination.** If the Tenant can document that the rent was late due to payments from a government institution such as Social Security, Department of Human Services, etc. that are received too late to pay timely rent, the late fee may be waived with the written approval of the Asset Manager.
- h. **If Tenant fails to pay rent or charges in addition to rent when due CMHA has to sole right to decide whether or not to offer Tenant a repayment agreement.** In any case no tenant shall be offered more than one repayment agreement in any 12 month period.
- i. **Four late payments within any 12-month period shall be considered repeated late payment and constitute a serious lease violation and grounds for lease termination.**

2. NOTICE OF RENT ADJUSTMENT

- a. When CMHA increases the amount of the rent, CMHA shall provide written notice to the Tenant no less than 30 days prior to the effective date of the increase unless the tenant failed to report the increase in income timely due to misrepresentation and/or omission.
- b. If rent decreases, CMHA 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.

3. CHARGES IN ADDITION TO RENT

- a. In addition to rent, the Tenant is responsible for the payment of other charges. The notice of a 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 Procedure. **[24 CFR § 966.4(b)(2)]**



- b. 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. **[24 CFR § 966.4(b)(4)]**
 - c. **Failure to pay charges in addition to rent when due is a serious lease violation and grounds for lease termination.**
 - d. 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 (including illegal dumping and littering or removal of smoke detectors), caused by the Tenant, tenant family, tenant's pet(s), or guests. When such damage occurs, the Tenant shall be charged for such service, based on the actual cost to CMHA for the labor and materials needed to complete the work or \$75 for after-hours lockouts. **Non-payment of maintenance charges is a violation of the lease and is grounds for lease termination. [24 CFR § 966.4(b)(2)]**
 - 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 charge to CMHA that is returned for insufficient funds.
 - 3) **Other Fees:** CMHA will charge the tenant for actual towing costs for vehicles determined by CMHA to be improperly parked or stored on CMHA's property. Examples include unregistered and inoperable vehicles including vehicles with fewer than the proper number of mounted tires and all vehicles on jacks or blocks. CMHA will charge tenant the actual cost of legal fees for any legal action in which the agency prevails. If the agency does not prevail, the cost will be absorbed by CMHA.
 - 3) **Reasonable Accommodations:** In levying charges in addition to rent, CMHA 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.
- 4. SECURITY DEPOSIT [24 CFR § 966.4(b)(5)]**
- a. The Tenant agrees to pay, at the time of leasing, a security deposit equal to \$100 for an efficiency or one bedroom unit, \$200 for a two bedroom unit, or \$300 for a three or four bedroom unit..
 - b. If Tenant wishes to have a pet, Tenant agrees to pay a non-refundable pet fee upon receiving permission to have a pet in the unit. The amounts and purposes of the fee are described in the Pet Policy.
 - c. If Tenant is transferred to another unit, Tenant will not be required to pay an additional or increased security deposit or pet fee.
 - d. CMHA 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 CMHA for the cost of repairing any damages caused by the Tenant, family or household member, tenant's pet(s), or guests, beyond reasonable wear and tear.
 - e. The Security Deposit **may not** be used to pay rent or other charges while Tenant occupies the unit. No refund of the Security Deposit shall occur until the tenant has vacated the unit and Management has inspected the unit.
 - f. Tenant agrees to return the keys of the Leased Premises when vacating the unit. Tenant agrees not to install additional or different locks, in accordance with Section 11 (t) of this Lease. Keys and locks that are installed without CMHA's written authorization will be replaced at Tenant's expense.
 - g. After any deductions are made, CMHA shall mail to the forwarding address provided by the Tenant, within 30 days of the Tenant vacating, a statement of the damages allegedly caused to the premises and cost of repair, and any remaining Security Deposit.



5. ANNUAL AND INTERIM RE-EXAMINATION OF RENT, DWELLING SIZE, AND ELIGIBILITY

- a. Annual Re-examinations: The components of the mandatory annual re-examination are as follows:
- 1) The status of each family shall be reexamined in an in-person or telephone interview with property staff at least once each year unless the family claims zero income, in which case the family's income will be reexamined every 90 days. **[24 CFR § 966.4(c)(1)]**
 - 2) The Tenant must supply CMHA with accurate written information about family composition, citizenship and/or immigration status, age of family and household members, amount and source of income of all tenant family and household members, assets and related information necessary to determine eligibility for continued occupancy, annual income, adjusted income, rent, whether any criminal activity by family or household members has been committed in the previous 12 months, and appropriateness of dwelling size. **[24 CFR § 960.259(a)], [24 CFR § 966.4(c)(2)]**
 - 3) All adult members of the household and a CMHA-approved Live-in Aide must be present at the reexamination meeting to sign required documentation, including releases. **[24 CFR § 966.4(c)(2)], [24 CFR §960.259(b)]**
 - 4) The Tenant agrees to comply with CMHA 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 CMHA to decide whether the amount of the rent should be changed, and whether the dwelling size is still appropriate for the Tenant's needs. **[24 CFR §960.259(b)]**
 - 5) Families whose sole source of income is Social Security, SSI or TANF (fixed income families) may have their incomes reexamined every 3 years, instead of annually. These families must still report to the manager for an annual reexamination, but the purpose of the reexam is to determine whether they are in the right sized unit or need any reasonable accommodations. In lieu of a full verification of income, their rent will be adjusted based upon the "cost of living" adjustments documented by award letters.
 - 6) For families paying an income-based rent, the purpose of the annual reexamination is both to determine the following year's rent and to ensure that the family's unit size is appropriate. For families who choose to pay flat rent, the purpose of the annual reexamination is to ensure the unit size is appropriate.

Failure to supply requested information and/or misrepresentation of information is a serious violation of the terms of the Lease and may result in termination of the Lease. [24 CFR §960.259]

- b. Interim Re-examinations: The components of interim re-examinations are as follows:
- 1) Between annual re-examinations, **all** changes in household income and composition must be reported in writing. Certain changes require advance written approval by CMHA. **Tenants must report the following changes of household composition to CMHA within ten (10) calendar days of the occurrence [24 CFR § 966.4(c)(1)]:**
 - a. Birth or adoption of children and Court-awarded custody of children.
 - b. Other additions to the household require written approval by CMHA **before** the changes of household composition are made. See Section 11 of this lease for details.
 - c. Whenever a family member leaves the household for other housing.
 - 2) CMHA will process an interim if the Tenant has a decrease in income or increase in allowable deductions or a change in household composition or circumstances that will last 30 days or longer.
 - 3) Flat or Minimum rent payers may request a hardship exemption if circumstances meet the criteria as specified in the Hardship Exemption policy.
 - 4) CMHA will grant a hardship exemption to a qualifying tenant who is paying the minimum or flat rent.

The Tenant paying minimum or flat rent must request the hardship exemption. The following circumstances would constitute a hardship:



- 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. The Tenant would be evicted because of being unable to pay the Minimum Rent;

Minimum rent payers will be granted an automatic 90-day exemption period so long as the hardship is verified to last more than 90 days. CMHA will verify the Tenant's hardship claim and, if the Tenant does not qualify for a hardship exemption, CMHA will reinstate the Minimum Rent, retroactive to the date the exemption was granted. CMHA will enter into a Repayment Agreement for any rent not paid during the 90-day period. When the hardship is verified to last more than 90 days, the tenant's rent will be based on the greater of 30 percent of adjusted monthly income or 10 percent of monthly income.

- 5) Flat rent payers can be granted a hardship exemption for the circumstances listed above: When any of the above circumstances is verified, the Flat rent payer will be moved to the lower or the Income-based rent or the Ceiling Rent until their next recertification.
 - 6) If a Tenant, is granted a reduction in rent between annual re-examinations, the Tenant is then subject to an Interim increase in rent if Tenant's income increases.
 - 7) CMHA will process an interim increase in rent if the tenant receives CMHA's permission to add an adult member with income to the lease.
 - 8) CMHA will not process an interim increase in rent if the Tenant's earned or unearned income increases when the Tenant has not had an interim rent reduction. These income increases will be deferred to the next recertification (with no retro-active charges).
 - 9) CMHA will process an interim increase in rent if CMHA 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.**
 - 10) CMHA will process an interim increase in rent if CMHA verifies that a Tenant claiming "No Income" has either monetary or non-monetary income.
 - 11) If a Tenant qualifies for an Earned Income Disallowance (EID), the EID will be granted pursuant to regulations in effect at the time of qualification.
- c. Effective Dates of Rent Changes:
- 1) **Timely Reporting (within 10 calendar days of the occurrence)**
 - a) **Decreases:** When the Tenant reports a decrease in income within 10 calendar days of the occurrence, the new rent will be effective the first day of the month after the decrease in income is first reported to CMHA and verified by third party.
 - b) **Increases:** When the Tenant reports an increase in income that requires a rent increase within 10 calendar days of the occurrence, the new rent will be effective the first day of the second month following the increase in income.
 - 2) **Late Reporting (after 10 calendar days of the occurrence)**
 - a) **Decreases:** The Tenant is not entitled to a rent credit for any prior monthly rent before the decrease in income is reported to CMHA. Any applicable earned income disallowance period will occur, whether reported in a timely manner or not.
 - b) **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 to this.

d. Notice of Rent Adjustments and Grievance Rights:

The Tenant will be notified in writing of any rent adjustment due to annual or interim re-examinations. All notices will state the effective date of the rent adjustment. The Tenant may ask for an explanation of the specific grounds for CMHA 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 CMHA Grievance Procedures.

e. Over-income Tenant:

1) HUD has established income limits for continued occupancy. When a Tenant's adjusted income first exceeds the "over income" limit at either an annual recertification or an interim adjustment, Tenant shall be informed that if his/her adjusted income continues to exceed the "over-income" limit at the next two consecutive annual recertifications one of two things will happen:

- a) The Tenant will be required to pay the full Housing Choice Voucher Fair Market Rent for his/her unit, or the amount of HUD subsidy attributed to the unit; or
- b) The Tenant will be required to move from the public housing unit in the following six months.

6. UTILITIES AND APPLIANCES

- a. CMHA-supplied utilities: If indicated by a check mark in Part 1 of this Lease, CMHA will supply the indicated utility. Tenant will pay directly for all other utilities. CMHA will not be liable for any disruptions in service or failures of the utility service provided by CMHA. Utilities shall be used for normal household purposes only. Tenant agrees not to waste any utilities provided by CMHA and to comply with all applicable laws, regulations, or guidelines of any governmental entity regulating utilities or fuels.
- b. CMHA-supplied appliances: If indicated by a check mark in paragraph 11 of Part 1 of this Lease, CMHA will supply Tenant and will maintain the indicated appliances.
- c. Tenant-supplied appliances: Other major electrical appliances: satellite dish, freezer, washer, dryer, etc. may be installed and operated only with the advance written approval of CMHA.
- d. Tenant-paid utilities: When utilities are paid directly by the Tenant, the utility account must be in the name of head of household. CMHA 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 exceeds the Total Tenant Payment, CMHA will pay a monthly Utility Reimbursement to the utility supplier each month on behalf of the Tenant. Tenants who choose flat rents (not income-based rents) receive no utility allowance. The Utility Allowance is incorporated in the Flat Rent.
- e. CMHA 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, if the Utility Allowance amount is lowered.
- 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 shall not allow utilities to be disconnected for any reason until the end of the lease term.
- h. When the outside temperature is less than 55 degrees fahrenheit, tenant shall keep the heat turned on in the unit, set to a minimum of 60 degrees.
- i. **Tenant's failure to pay to keep utilities connected is a serious lease violation and grounds for lease termination.**

7. 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 I of this lease. The Tenant shall neither assign the Lease, nor sublease the dwelling unit. **[24 CFR § 966.4(d)(1)]**
- c. The dwelling unit must be used only as a private residence, solely for the Tenant, the tenant's family or household members named on the Lease.
- d. CMHA 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. **[24 CFR § 966.4(d)(2)]**
- e. If during the term of the Lease, Tenant 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 CMHA has complied with all applicable statutes, laws, and regulations that would enable Tenant to comply with the Lease, including reasonable accommodations for persons with disabilities, CMHA will terminate this Lease in accordance with Section 16 of the Lease.
- f. The Tenant must register guests who will stay in the unit overnight with the Manager. The Tenant shall have the right to accommodate overnight guests or visitors for a period not exceeding 14 calendar days per guest in any 12-month period. If the Tenant wishes the guest to remain longer than 14 calendar days in any 12-month period, the Tenant may request an exception to this policy for valid reasons from the Manager (e.g., care of a relative recovering from a medical procedure expected to last 20 consecutive days). An exception will not be made unless the Tenant can identify and provide documentation of the residence to which the guest will return. Children who are subject to a joint custody arrangement or for whom the Tenant has visitation privileges, and who are not included as a family member because they live outside of the public housing unit more than 50 percent of the time, are not subject to the time limitations of guests, but since their primary residence is somewhere other than the public housing unit, they will not be provided with bedrooms. **Former Tenants who have been evicted are not permitted as overnight guests.** Guests who represent the unit address as their residence address for receipt of benefits or other purposes will be considered unauthorized occupants. In addition, guests who remain in the unit beyond the allowable time limit will be considered unauthorized occupants, and their presence constitutes violation of the Lease.
- g. The Tenant agrees that any personal property placed in the dwelling unit or outside adjacent to the dwelling unit shall be at the Tenant's sole risk and CMHA shall not be liable to Tenant, family or household members or other person's under Tenant's control for any damage, loss, theft or destruction thereto unless caused by CMHA negligence. Tenant is responsible for obtaining renters' insurance on tenant-owned property.
- h. The Tenant agrees to notify CMHA if he/she is going to be absent from the dwelling unit for more than 14 consecutive days and to provide CMHA with a means to contact Tenant if there is an emergency.
- i. The Tenant agrees that any member of the household will be considered permanently absent if he/she is away from the unit for one month or longer unless such longer absence is approved by the Executive Director.
- j. The Tenant agrees that if any adult member is incarcerated for more than 30 consecutive days he/she will be considered permanently absent. CMHA will determine if the reason for incarceration is for drug-related or violent criminal activity before a letter of lease termination is issued.
- k. **Failure to notify CMHA or register guests\visitors or to obtain CMHA permission for visits longer than 14 calendar days in any 12-month period is a serious lease violation and grounds for lease termination.**

8. HOUSING TRANSFERS

The Tenant can be relocated to another unit in the same or a different development under CMHA's transfer policy. Transfers are divided into the following categories (mandatory and non-mandatory):

- a. **Emergency transfers** are mandatory transfers that are implemented when unit, building, or site conditions pose an immediate threat to Tenant life, health, or safety that cannot be repaired or abated within 24 hours (i.e., gas leak, toxic contamination, fire, serious water leaks).
- b. **CMHA-required transfers** are mandatory transfers initiated by CMHA. These include:



- Mandatory transfers to permit CMHA to renovate, modernize, revitalize, demolish, or dispose of a public housing property;
 - 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)]** If a household without any disabled family members is offered a unit with accessible features, the household agrees to move to an available unit that is not accessible when a current Tenant or applicant needs the features of the unit and there is another unit available for the non-disabled family.
 - 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. In accordance with HUD guidance, no family is permitted to reside in a unit with more bedrooms than family members because this would constitute “over-housing”. Also, when a family occupies a unit with more than two persons over age 4 per bedroom this would constitute over-crowding. **[24 CFR § 966.4(c)(3)]**
- c. **Tenant-initiated** transfers are non-mandatory transfers requested by the Tenant. The types of requests for transfers that CMHA will consider are limited to requests for transfers due to a threat of physical harm or criminal activity, reasonable accommodation, transfers to a different unit size as long as the family qualifies for the unit according to CMHA’s occupancy standards, transfers to a location closer to employment, and scattered site transfers of high performing tenants. No other transfer requests will be considered by CMHA. With the exception of reasonable accommodation requests, transfer requests will only be available to Lease-compliant Tenants.
- d. For situations other than emergencies, prior to a transfer to another unit or development, Tenants shall receive a minimum of 30 days’ written notice 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 CMHA-required (mandatory) transfer category, Tenants are required to transfer to another unit. Failure to make a mandatory transfer is grounds for lease termination.
- f. Costs for CMHA-required 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 CMHA. CMHA shall also pay for the costs of emergency transfers when the emergency is due to unit conditions that are the responsibility of CMHA.
- g. Tenant must bear the full cost of transfers for tenant-initiated transfers and occupancy standard transfers with the exception of reasonable accommodation and health and safety requests.
- h. Mandatory 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, except in the case of an emergency transfer. **[24 CFR § 966.4(c)(4)]**
- i. **Failure by the Tenant to comply with a mandatory transfer (after exhaustion of the Grievance Procedure, if applicable) is grounds for termination of this Lease.**
- j. **Households subject to emergency transfers must move immediately; households with any other type of transfer must move within five (5) days of being notified that a new unit is available.**

9. CMHA OBLIGATIONS

CMHA is Obligated:

- a. To refrain from discrimination based upon race, color, national origin, religion, sex, familial status, disability, sexual orientation, gender identity, or marital status. **[24 CFR § 1]**
- b. To provide 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, CMHA will provide reasonable accommodations. CMHA 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. CMHA is not obligated to provide accommodations or structural modifications in



existing housing if such accommodations or modifications create undue financial and administrative burdens or cause a fundamental alteration in the nature of the program. **[24 CFR § 8.24(a)(2)]**

- c. To maintain the dwelling unit, common areas, and grounds not otherwise assigned to Tenant for maintenance in a decent, safe, and sanitary condition. CMHA assumes no liability for damages caused by Tenant, family or household members or other persons under Tenant's control, nor for criminal acts by a third party. **[24 CFR § 966.4(e)(1)]**
- d. To comply with the requirements of applicable local building codes, housing codes, and HUD regulations materially affecting health and safety. **[24 CFR § 966.4(e)(2)]**
- e. To make necessary repairs to the dwelling unit. **[24 CFR § 966.4(e)(3)]**
- f. To keep project buildings, facilities, and common areas, not otherwise assigned to the tenant for maintenance and upkeep, in a clean and safe condition. **[24 CFR § 966.4(e)(4)]**
- g. To maintain in good condition and safe working order electrical, plumbing, sanitary, ventilating, and other facilities, including elevators supplied or required to be supplied by CMHA. **[24 CFR § 966.4(e)(5)]**
- h. To provide Tenant with a furnace, water heater, cooking range and refrigerator at no additional charge.
- i. 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 Section 7 of this Lease. **[24 CFR § 966.4(e)(6)]**
- j. To supply running water and reasonable amounts of hot and cold water, except where the building that includes the dwelling unit is not required by law to be equipped for that purpose, or where hot water is generated by an installation within the exclusive control of the Tenant and supplied by a direct utility connection. **[24 CFR § 966.4(e)(7)]**
- k. To notify the Tenant of the specific grounds for any proposed adverse action by CMHA, and when applicable, to give the Tenant an opportunity for a hearing under the CMHA Grievance Procedures. **[24 CFR § 966.4(e)(8)]**
- l. To post in CMHA management offices copies of all rules, regulations, and other documents that are part of this agreement and to make these available to Tenant.
- m. 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 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.
- n. To provide units with accessible or adaptable features either by rehabilitation or through the redevelopment process or a CMHA-required transfer.
- o. 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.
- p. 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)]**
- q. To communicate with persons with disabilities in a manner that is effective for them based upon their request.

10. TENANT'S OBLIGATIONS

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

- a. To comply with the terms of this lease.
- b. To provide CMHA with complete, accurate, and timely information, determined by CMHA to be necessary for administration of the program. The Tenant and other adults in the Tenant's household must complete and sign all forms as required by CMHA. **If the Tenant(s) fail to provide required documentation or information**



within the required time frame, the Tenant(s) will be in violation of the lease and this may result in lease termination. [24 CFR §960.259]

- c. To cooperate in attending all appointments scheduled by CMHA. **If Tenant(s) fail to attend two scheduled interviews without CMHA written approval, the Tenants will be in violation of the lease which may result in lease termination.**
- d. To allow CMHA to inspect the unit at reasonable times with appropriate notice: 48 hours non-emergency and no notice for emergency (see Section 12). If necessary for the safety of its staff, CMHA may request police accompaniment on inspections.
- e. To notify CMHA in writing at least 30 days before moving or terminating the lease to avoid forfeiting Security Deposit.
- f. Not to commit fraud, bribery, or any other corrupt or criminal act in connection with any housing programs.
- g. Not to assign this lease, sublease the unit, or provide accommodation to roomers, boarders, or lodgers; Not to permit adult guests to stay in the unit more than 3 nights without registering the guest with CMHA; Not to give accommodation to long-term guests (more than 14 overnights in a 12 month period) without the express written consent of CMHA; Not to permit the use of the unit as a mailing address for persons other than those listed on Part 1 of this lease; To notify CMHA 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 CMHA and receiving permission from CMHA for them to move in. **[24 CFR § 966.4(f)(1)], [24 CFR § 966.4(f)(2)]**

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.

- h. To use the dwelling solely as a private dwelling for the tenant and the tenant's family or household members as identified in the lease, and not to use or permit use for any other purpose except for a business approved by the management. **[24 CFR § 966.4(f)(3)]**
- i. To comply with all obligations imposed upon tenants by applicable provisions of building code, **fire code** and housing codes materially affecting health and safety. 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, and to allow CMHA to make necessary inspections of the Tenant's dwelling unit; 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; to refrain from and to cause authorized tenant, family or household 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, or development. **Not to set any fires on CMHA grounds or common space. [24 CFR § 966.4(f)(5)], [24 CFR § 966.4(f)(6)], [24 CFR § 966.4(f)(9)]**
- j. To keep areas outside the dwelling unit that may be assigned to the Tenant for the Tenant's exclusive use in a clean and safe condition; to maintain the yards, porches, and/or balconies assigned to Tenant in a neat and orderly manner, to remove snow from the front and back walks; to pick up and remove trash assigned to Tenant's unit. Tenants who are unable to perform such task because of age or disability shall be exempt from this obligation. **[24 CFR § 966.4(g)]**
- k. Not to obstruct sidewalks, areaways, galleries, passages, elevators, or stairs and not to use these areas for purposes other than going into and coming out of the dwelling unit.
- l. Not to plant any trees, flowers, shrubs, herbs, etc. in common areas not exclusively assigned for tenant's exclusive use and not to erect fences, sheds, or any structures of any kind without the express written consent of CMHA.
- m. Not to dispose of litter on the grounds of the property, and to cause Tenant's family or household members, guests, and other persons under Tenant's control to refrain from littering, burning refuse, mixing commercial refuse with domestic refuse, and/or using unapproved storage containers.



- n. Not to bring used mattresses or upholstered furniture into the unit other than Tenant's own possessions because these items may contribute to insect infestation. To promptly report any insects noted in the unit and to cooperate fully with extermination instructions. Failure to comply with extermination procedures may result in Tenant being charged for additional extermination services. CMHA shall have the right to require Tenant to dispose of furniture that is infested.
- o. To refrain from placing signs of any type in or about the dwelling unit except those specifically approved by CMHA.
- p. Not to disconnect, disable, or remove the batteries from any smoke detector, and to replace the battery when needed. Not to remove smoke detectors from the unit. **Disconnecting or disabling smoke detectors may result in Lease Termination.**
- q. To notify CMHA promptly upon observing vermin or when repairs are needed to the premises.
- r. To use in a reasonable manner all electrical, plumbing, sanitary, ventilating, and other appurtenances including elevators. **[24 CFR § 966.4(f)(8)]**
- s. To pay reasonable charges (other than for wear and tear) for the repair of damages to the dwelling unit, development buildings, facilities, or common areas caused by the Tenant, family or household members, guests, or other persons under the Tenant's control. **[24 CFR § 966.4(f)(10)]**
- t. 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)]**
- u. To make no alterations or repairs or redecoration to the interior of the dwelling unit, including 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 or major appliances (other than a microwave, refrigerator or stove) without written consent of CMHA. Not to paint any surface in a CMHA unit unless CMHA has given permission and provided the paint. In no cases shall any other paint be used. Alterations or additions that cannot be removed without permanent damage to the dwelling unit shall become the property of CMHA without compensation. Tenant will be responsible for all cost to return the unit to its original move-in condition including removing non-approved paint, facilities or decorations.
- v. To make no changes to locks or install new locks or anti-theft devices without CMHA's prior written approval. Tenant installed locks will be removed and Tenant charged for any damage to doors or windows.
- w. To refrain from having a waterbed on the premises.
- x. To abide by the necessary and reasonable regulations and house rules established by CMHA, 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. **[24 CFR § 966.4(f)(4)]** Violations of house rules constitute a violation of the lease and may result in lease termination.
- y. To refrain from use of alcoholic beverages in the common areas of the development, and to refrain from breaking glass containers in the common areas of the development.
- z. To act and cause authorized tenant members, guests, and other persons under the Tenant's control to act, in a manner that will not disturb other Tenants' peaceful enjoyment of their accommodations and will be conducive to maintaining the development in a decent, safe, and sanitary condition, 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, CMHA employees, or persons residing in the immediate vicinity of the premises. **[24 CFR § 966.4(f)(11)]**
- aa. Not to use loud, profane, abusive or threatening language against CMHA staff, other residents or guests on CMHA property.



- bb. To refrain from and cause Tenant, family/household members, guests, and other persons under Tenant's control to refrain from any drug-related, alcohol-related, or violent criminal activity or other activity that threatens others, including but not limited to:
- 1) Engaging in any activity, including physical and verbal assaults, that threatens the health, safety, or right to peaceful enjoyment of CMHA's premises by other Tenants, CMHA employees, agents of CMHA, 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 or other activity that threatens the life, health, or property of other Tenants, CMHA employees, or persons residing in the immediate vicinity of the premises; **[24 CFR § 966.4(f)(12)(i)(A)]**
 - 3) Engaging in any drug-related criminal activity on or off CMHA 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; **[24 CFR § 966.4(f)(12)(i)(B)], [24 CFR § 966.4(f)(12)(ii)(B)], [24 CFR § 966.4(f)(12)(iii)]**
 - 4) Making threats of bodily harm against any other Tenant, their family members, any employee or contractor of CMHA is a violent crime and makes Tenant subject to lease termination.
 - 5) Engaging in "alcohol-related activity" that affects the health, safety, or right of peaceful enjoyment of the premises by other Tenants. **[24 CFR § 966.4(f)(12)], [24 CFR § 966.4(l)(5)(vi)(A)]**
 - 6) Unless required by lawful employment, displaying anywhere on CMHA property any legal firearms (operable or inoperable) or other weapons. Tenants who own legal firearms in compliance with local laws may store them in CMHA units so long as firearms are registered in compliance with applicable Ohio laws and are stored either in a locked cabinet or use locking trigger guards to prevent accidental injury to a child.
 - 7) 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, machete, or knuckles. This also prohibits the use of any BB gun or pellet guns on CMHA property.
 - 8) Owning or possessing illegal weapons on CMHA property.
 - 9) Allowing any person or guest to engage in illegal activity, and reporting any illegal activity observed to the Police and to CMHA;
 - 10) Allowing any person who has been barred, banned or had a trespassing order issued against him/her to visit in Tenant's unit.
 - 11) Causing any fire on CMHA premises, either intentionally or through negligence or careless disregard.
- cc. To keep dogs, cats, or other common household animals on the premises, only in accordance with CMHA's Pet Policy. The Pet Policy requires CMHA's prior written consent and written approval of a pet, which will become part of this Lease. No consent shall be given to animals classified as dangerous or other exotic animals, including reptiles, rodents, insects, arachnids, wild or feral animals, pot-bellied pigs, animals used for commercial breeding, or other animals that are not household pets. No consent shall be given to farm animals, including chickens, roosters, horses, and goats. All other local laws regarding curbing rules, anti-cruelty laws, animal control, and animal health shall be applicable to pet ownership by any Tenant. Pets that demonstrate aggressive behavior to CMHA staff and/or other tenant(s) must be removed from the premises, or the household's lease will be terminated. Generally, persons with disabilities who have assistive animals are exempt from all provisions of the Pet Policy except those provisions related to pet health, hygiene, and behavior. Violations of the Pet Policy may result in lease termination. Assistive animals verified to be needed by persons with disabilities are not considered pets.



- dd. To comply with CMHA's Community Service requirements as stated in Section 25 of this Lease. **[24 CFR § 966.4(l)(2)(iii)(D)]**
 - ee. To transfer to another unit when required under the Emergency and/or CMHA-required Transfer procedures.
 - ff. To park and cause household members/family members and guests to park only in parking areas. Not to drive or park on lawns, sidewalks, playgrounds or other areas other than appropriate on-street parking. If CMHA opts to assign parking spaces, Tenant agrees to park only in his/her assigned space. Tenants without valid drivers' licenses will not be assigned parking spaces even if they own cars.
 - gg. Not to bring onto CMHA's property vehicles that are inoperable, unregistered or otherwise unusable. Further, Tenant agrees to pay charges for towing such inoperable vehicles off CMHA's property.
 - hh. Not to wash or perform maintenance on motorized vehicles on CMHA property.
 - ii. Not to store gasoline or any other highly flammable or explosive materials inside the unit, adjacent to the unit, or in any building auxiliary to the unit. Matches are excluded. To report any dangerous or unsafe conditions to CMHA when such conditions are observed.
 - jj. To produce a photo ID upon the request of CMHA staff or authorized CMHA agent.
 - kk. To install only battery operated security cameras on the front porch of the unit.
- ll. Failure by the Tenant(s) to comply with these Tenant Obligations is grounds for termination of this Lease.**

11. CHANGES IN THE HOUSEHOLD SIZE OR COMPOSITION

- a. Children born to or adopted by Tenant, family or household members listed on the lease and children whose custody is awarded to the Tenant, family or household member by a court of competent jurisdiction or through approved kinship care arrangement will automatically be added to the Lease upon notification by Tenant to CMHA.
- b. All other additions to the household, including but not limited to children whose custody has not been transferred through a court of competent jurisdiction or approved kinship care arrangement, including foster children, foster adults, and Live-in Aides must be requested by the household in writing, and must be approved by CMHA prior to the individual moving into the unit. For new family and/or household members age 18 and older, including Live-in Aides, such written approval will be granted only if the new family or household member meets CMHA's applicant screening criteria and the addition of the new family and/or household member does not overcrowd the unit.
- c. CMHA may approve the addition of **one** new adult family member if the proposed new member passes screening, if he/she will be the spouse or significant other of an existing family member, and if it will not disqualify the family for the size unit they are occupying. Exceptions may be granted if the family can demonstrate that there are reasonable accommodation needs for persons with disabilities that should be considered by CMHA. **[24 CFR § 966.4(d)(3)]**
- d. Prior written approval to add a Live-in Aide is required. 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 or household members and will be required to vacate the unit once the tenant requiring the aide is no longer a member of the household. A Live-in Aide's income will not be used for the calculation of the household's rent. If the Live-in Aide has children, the Live-in Aide will be granted only one bedroom, regardless of the number of the Live-in Aide's children. CMHA will not permit a unit to be overcrowded because of a Live-in Aide's family size. **[24 CFR § 966.4(d)(3)]**



- e. Authorized Tenants who move out of the dwelling unit, for any reason, shall be reported by the Tenant to CMHA in writing within 10 days of the occurrence and proof of the new address must be provided. Adults who move out of the unit will not be permitted to move back into the unit.
- f. Remaining family members. If the head of household dies or permanently leaves the unit for any reason, continued occupancy by remaining household members is permissible only if there is one or more family 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 CMHA 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;
 - 3) After the remaining family member's written approval to assume the lease obligations, he/she fails to sign a new Lease within 30 days;
 - 4) The only adults or emancipated minors remaining in the unit have committed rent default or criminal activity violations; and/or
 - 5) The family fails to notify CMHA of any additions to the household by birth, adoption, or Court-awarded custody and fails to refrain from permitting other persons to join the household without first undergoing screening by CMHA, except as provided in Section 12 a. and b.
- g. If the remaining family members are minors without a parent or guardian or are adults with disabilities requiring guardianship and remain in a household receiving assistance, CMHA will take the following actions:
 - 1) If a responsible agency has determined that another adult is to be brought into the unit to care for a child or disabled adult requiring guardianship for an indefinite period, the designated caretaker will not be considered a family member until a determination of custody or legal guardianship is made.
 - 2) If a caretaker has assumed responsibility for a child or disabled adult requiring guardianship without the involvement of a responsible agency or formal assignment of custody or legal guardianship, the caretaker will be treated as a visitor for 90 days. After the 90 days has elapsed, the caretaker will be considered a family member unless information is provided that would confirm that the caretaker's role is temporary. In such cases CMHA will extend the caretaker's status as an eligible visitor. Before a caretaker can be added to a lease, the caretaker must pass screening.
 - 3) At any time that custody or guardianship legally has been awarded to a caretaker, the lease will be transferred to the caretaker, as head of household.
 - 4) During any period that a caretaker is considered a visitor, the income of the caretaker is not counted in annual income and the caretaker does not qualify as family for purposes of any deductions from income.
- h. If the Tenant wishes to change the head of household, the family member proposed to be the new head of household must have legally lived in the unit for at least one year. The new head of household must be approved as such by CMHA. The head of household must have the legal capacity to enter into a lease under state and local law. The new head of the household will be charged for any arrearages incurred by the former head of household. CMHA 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 CMHA, any amounts due under the prior Lease or Leases may be charged and collected as if the same had occurred under this Lease.

12. ENTRY OF PREMISES DURING TENANCY

- a. Upon applicable and/or reasonable notice (generally 48 hours), any employee, or contractor of CMHA will be permitted to enter the dwelling unit during reasonable hours for the purpose of performing routine maintenance, making improvements or repairs, or inspecting the unit for services initiated by CMHA. **[24 CFR § 966.4(j)(1)]**



- b. A Tenant's request for maintenance constitutes permission for CMHA to enter the unit and perform the maintenance. No prior notice for entry is required. If the Tenant is not at home when CMHA performs requested maintenance, CMHA shall leave a copy of completed work order in the unit.
- c. For reasons other than requested maintenance, CMHA shall give all Tenants a minimum 48 hours' written notice that CMHA 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. CMHA 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. **[24 CFR § 966.4(j)(2)]**
- e. If the Tenant and all adult members of the household are absent from the dwelling unit at the time of entry, CMHA shall leave a written statement in the dwelling unit specifying the date, time, and purpose of entry prior to leaving the dwelling unit. **[24 CFR § 966.4(j)(3)]**

13. 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. CMHA Responsibilities and Services: CMHA 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 or household members, tenant's pet(s), guests, or other person under the Tenant's control, the reasonable cost of the repairs shall be charged to the Tenant and in cases of severe damage, may result in the eviction of the household. **[24 CFR § 966.4(h)(1)], [24 CFR § 966.4(h)(2)]**
- b. If necessary, repairs cannot be made within a reasonable time or the unit is uninhabitable, CMHA shall offer the Tenant decent, safe, and sanitary alternative accommodations, if available. **[24 CFR § 966.4(h)(3)]**
- c. If repairs cannot be made by CMHA 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. **[24 CFR § 966.4(h)(4)]**
- 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 or household members, tenant's pet(s), guests, or other person under the Tenant's control. **[24 CFR § 966.4(h)(4)]**
- 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 CMHA of any damages when the damages are hazardous to life, health, or safety of the occupants. **[24 CFR § 966.4(h)(1)]**
- g. The Tenant agrees to continue to pay full rent, less the abated portion, during the time the defect remains uncorrected.
- h. CMHA 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 CMHA, CMHA's representatives, or agents.
- i. All accidents involving injury or loss of property to the Tenant, family or household members, tenant's pet(s) or guests must be reported, in writing, to CMHA Management Office, within five business days. Failure to comply with this reporting procedure waives or forecloses any legal or equitable remedies that the person may have against CMHA with respect to said damages or injury.



14. INSPECTIONS

- a. Move-in Inspections: CMHA and the Tenant or his/her representative shall inspect the dwelling unit before occupancy. CMHA may photograph the unit at the move-in inspection or at any subsequent inspection. CMHA 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 CMHA and the Tenant or his/her representative, and a copy of the statement will be retained in the Tenant's folder. **[24 CFR § 966.4(i)]**
- b. Annual Inspections. An annual inspection will be conducted for all Tenants. Tenants will receive at least 48 hours' written notice of the inspection to allow the Tenant to prepare the unit for inspection. At least one inspection shall be conducted of all occupied units, structures, and systems using the Uniform Physical Condition Standards (UPCS) protocol.
- c. Besides the UPCS inspection, CMHA shall conduct at least one housekeeping inspection each year to check the condition of the dwelling unit, the equipment within, and any areas assigned to the Tenant for upkeep. Further, CMHA shall request work orders for all items found to be in disrepair. If the Tenant's housekeeping habits pose a health, sanitation or safety risk, encourage insect or rodent infestation, cause damage to the unit, or result in the failure of housekeeping inspections three times within a 12-month period, the Tenant will be considered in violation of the lease; and failure to abate the problem within 30 days of inspection and notice is grounds for termination of the lease.
- d. CMHA 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. When housekeeping is a problem, CMHA will notify the Tenant in writing of the housekeeping problems and identify the measures and time period provided to abate unsatisfactory conditions.
- e. Interim Inspections: CMHA will conduct interim inspections to follow up on any housekeeping problems found during the 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.
- f. Interim inspections may also occur to address issues of non-compliance and/or plan for preventative maintenance.
- g. Preventive Maintenance Inspections: CMHA may inspect every unit at least twice a year to identify needed maintenance work and may perform such work as necessary.
- h. Move-out Inspection: CMHA 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 CMHA. **[24 CFR § 966.4(i)]**
- i. 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.
- j. CMHA will notify the Tenant in writing at least 48 hours prior to any non-emergency inspection.
- k. **Failure to permit inspection of the dwelling unit is a serious lease violation and grounds for lease termination.**

15. NOTICE PROCEDURES

- a. Tenant Responsibility: Any notice to CMHA must be in writing, delivered to CMHA Management Office personally or sent prepaid first-class mail, properly addressed. **[24 CFR § 966.4(k)(1)(ii)]** Exceptions may be made to provide equal access to tenants with disabilities.
- b. CMHA Responsibility: All notices to the Tenants must be in writing, except notices to Tenants with disabilities, which must be in the accessible format requested by the Tenant. **[24 CFR § 966.4(k)(1)(i)], [24 CFR § 966.4(k)(2)]**



- c. Notices for lease termination or non-renewal must be personally served upon the Tenant or upon any adult member of the household residing in the dwelling unit or sent by first class mail. If no one is in actual possession of the premises, the notice of termination may be posted on the inside of the front door of the premises. An adult is a person 18 years of age or older or an emancipated minor who is head of household.
- d. Notices, other than notices for lease termination or non-renewal, may be delivered by hand to the Tenant or any adult member of the Tenant's household or sent by first-class mail. **[24 CFR § 966.4(k)(1)(i)]**
- e. Unopened, cancelled first-class mail returned by the Post Office shall be sufficient evidence that notice was given, whether signed or unsigned.

16. TERMINATION OF THE LEASE

To terminate the Lease, the following procedures shall be followed by CMHA and the Tenant:

- a. The Tenant may terminate this Lease at any time by giving 30 days' written notice. If Tenant fails to give 30 days' written notice, CMHA may charge the Tenant 30 days' rent from the date CMHA learns the unit is vacant. 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 CMHA before leaving. The security deposit may not be used by the Tenant for the rent or other charges.
- 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. CMHA 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. This Lease may be terminated by CMHA 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 any payments due under the Lease or failure to make utility payments, and/or failure to fulfill Tenant obligations set forth above. A Tenant who gets four Notices of Termination for late rent payments in any 12-month period will be subject to termination of the Lease. **[24 CFR § 966.4(l)(2)]**
- d. The Lease will also be terminated if:
 - 1) The Tenant allows an individual to reside in the unit who has not satisfied the screening requirements established by CMHA and/or violates the guest policy.
 - 2) The Tenant fails to provide complete and accurate information about income, deductions from income, family composition, or family circumstances, or if the Tenant and/or any adult members of the Tenant's household refuse to sign releases or other required forms when requested to do so by CMHA; **[24 CFR §960.259]**
 - 3) CMHA discovers after admission, facts that made the tenant ineligible;
 - 4) CMHA discovers materially false statements or misrepresentations by the tenant in connection with an application for assistance or with reexamination of income;
 - 5) The Tenant fails to accept CMHA's offer of a lease revision to an existing lease;
 - 6) The Tenant fails to transfer to an appropriate size dwelling unit based on family composition without good cause, upon appropriate notice by CMHA that such a dwelling unit is available;
 - 7) The Tenant fails to permit access to the unit by CMHA after proper advance notification for the purpose of performing routine inspections and maintenance, for making improvements or repairs, or without advance notice if there is reasonable cause to believe that an emergency exists;
 - 8) The Tenant fails to inform CMHA within 10 days of the birth, adoption, or court-awarded custody of a child;
 - 9) The Tenant fails to abide by the provisions of CMHA's pet policy;
 - 10) The Tenant breaches the terms of a repayment or consent agreement entered into with CMHA;



- 11) The Tenant fails to notify CMHA when any or all of the members of the household are away from the unit for more than 30 calendar days;
 - 12) A member of the Tenant's family or household has violated Federal, state, or local law that imposes obligations in connection with the occupancy or use of the premises;
 - 13) The Tenant, family or household member has engaged in or threatened violent or abusive behavior toward CMHA personnel;
 - 14) The Tenant furnishes false information regarding any family member's use of an illegal controlled substance, or rehabilitation of illegal drug users; **[24 CFR § 966.4(l)(5)(vi)(B)]**
 - 15) The Tenant 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 territory or state from which he/she flees, or that, in the case of the State of New Jersey, is a high misdemeanor, or for violating a condition of probation or parole imposed by Federal, state, or local law; **[24 CFR § 966.4(l)(5)(ii)(B)]**
 - 16) There is any criminal activity engaged in by the Tenant, any member of the family or 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, CMHA employees, or persons residing in the immediate vicinity of the premises; **[24 CFR § 966.4(l)(5)(ii)(A)]**
 - 17) There is any drug-related criminal activity on or off the premises by the Tenant, any member of the family or household, a guest, or another person under the Tenant's control. CMHA 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; **[24 CFR § 966.4(l)(5)(i)(B)]**
 - 18) CMHA determines that a household member is illegally using a drug or when CMHA 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 Tenants. **[24 CFR § 966.4(l)(5)(i)(B)]**
 - 19) The Tenant's unit fails to meet CMHA Housekeeping standards with serious issues that violate health, safety, sanitation or fire codes after being informed of exactly what needs to be cleaned, removed or otherwise cured.
- e. In deciding to evict for criminal activity, CMHA 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, CMHA 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. CMHA 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.
- f. CMHA will not evict a 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 CMHA 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.
- g. If CMHA seeks to terminate the tenancy for criminal activity as shown by a criminal record, CMHA will notify the household of the proposed action to be based on the information and will provide the subject of the record and the tenant with a copy of the criminal record before a CMHA Grievance hearing or court trial concerning the termination of tenancy or eviction. The Tenant will be given an opportunity to dispute the accuracy and relevance of that record in the Grievance hearing or court trial. CMHA will not pass along to the Tenant the cost of a criminal records check.



- h. If the only record of drug-related or violent criminal activity is an open arrest without any corroborative evidence, CMHA will suspend enforcement until it either obtains corroborative evidence that the arrest has merit, or the case is dismissed. CMHA will not take lease enforcement action when the only evidence is an open arrest.
- i. If Tenant, family or household members, guests, or other persons under Tenant's control have been convicted of drug related criminal activity, for manufacture or production of methamphetamines on the premises of Federally assisted housing, the lease shall be terminated immediately. **[24 CFR § 966.4(I)(5)(i)(A)]**
- j. If Tenant, family or household members, guests, or other persons under Tenant's control have a lifetime registration requirement under state or local Sex Offender registration laws, the lease shall be terminated immediately.
- k. This Lease may be terminated or will not be renewed by CMHA if non-exempt adult members of the Tenant Family or household are not in compliance with the Community Service requirements described in Section 24. **[24 CFR § 966.4(I)(2)(iii)(D)]**
- l. 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 CMHA documents directly relevant to the termination. In addition, when CMHA 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 CMHA Grievance Procedure. Notice to Vacate may be combined with or run concurrently with the Notice of Lease Termination. The Notice will state whether the eviction is for a criminal activity as described in §966.51(a)(2)(i)(A) or for a drug-related criminal activity as described in §966.51(a)(2)(i)(B). **[24 CFR § 966.4(I)(3)(ii)], [24 CFR § 966.4(I)(3)(iii)]**
- m. When CMHA is required to offer the Tenant the opportunity for a grievance hearing, and the Tenant has made a timely request for a grievance hearing, the tenancy shall not terminate, even if the notice of Lease termination has expired, until the grievance process has been completed. **[24 CFR § 966.4(I)(3)(iv)]**
- n. CMHA excludes from CMHA Grievance Procedures lease enforcement actions related to any criminal activity that threatens the health, safety, or right of peaceful enjoyment of the premises by other Tenants, CMHA employees, or agents of CMHA, or persons residing in the immediate vicinity. Any criminal activity by a covered person that threatens the health, safety, or right to peaceful enjoyment of the premises by other Tenants, including CMHA management staff residing on the premises, or threatens the health, safety, or right to peaceful enjoyment of their residences by persons residing in the immediate vicinity of the premises is grounds for termination of tenancy. In lease terminations for these violations, the Notice of Lease Termination shall state that the Tenant is not entitled to a Grievance hearing and shall specify the judicial eviction procedure to be used by CMHA. HUD has determined that this eviction procedure provides the opportunity for a hearing in a court that contains the basic elements of due process. **[24 CFR § 966.4(I)(3)(v)]**
- o. The Tenant or CMHA may give notice of termination on any day of the month.
- p. If CMHA 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. **[24 CFR § 966.6(h)]**
- q. Should the Tenant be evicted, any abuse of CMHA staff regarding the action will be cause for criminal prosecution and could affect the Tenant's ability to obtain subsidized housing in the future.
- r. This lease shall terminate upon abandonment of the premises by Tenant as described in Section 23

17. NOTICE PERIODS

CMHA shall give written notice of lease termination in English or, in the case of a Tenant with a disability, in an accessible format requested by the Tenant, of:

- a. 14 days in the case of failure to pay rent;
- b. Three calendar days when the health or safety of other Tenants, CMHA employees, or persons residing in the vicinity of the premises is threatened, or for any drug-related or violent criminal activity, or if any member of the household has been convicted of a felony;



- c. 30 days in any other case. **[24 CFR § 966.4(I)(3)(i)]**

18. GRIEVANCE PROCEDURE AND REQUIREMENTS

- a. Disputes arising under this Lease shall be resolved pursuant to CMHA's Grievance Procedure, and any amendments thereto that are in effect at the time such grievances arise, incorporated herein by reference. Lease termination for any reason set forth in this lease in Section **16.n** shall be excluded from CMHA's Grievance Procedure. **[24 CFR § 966.52(b)]**
- b. In the case of a proposed adverse action including a proposed Lease termination, CMHA 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 CMHA evicts a Tenant for engaging in any criminal activity, CMHA 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 community to pick up mail. **[24 CFR § 966.4(I)(5)(iii)(B)]**

20. LEASE MODIFICATIONS AND RIDERS

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

21. NON-WAIVER OF RIGHTS

The failure of CMHA or Tenant to exercise any right or remedy as provided in this lease shall not affect the right to do so at any later date.

22. NON-LIABILITY

Tenant acknowledges that any security measures provided by CMHA will not be treated by Tenant as a guarantee against crime or a reduction in the risk of crime. CMHA will not be liable to any Tenant, family/household member, or guest for injury, damage, or loss to person or property caused by criminal conduct of other persons, including theft, burglary, assault, vandalism, or other crimes. CMHA will not be liable to Tenant, any family/household member or guest for personal injury or damage or loss to personal property from fire, water leaks, explosions, or natural causes including but not limited to hurricanes, earthquakes, flooding, rain, hail, smoke, lightning, wind, and interruption of utilities. **Tenants are strongly urged to secure renter's insurance to protect against the losses mentioned above.** If information regarding Tenant, Tenant's family/household members is requested by a third party for law enforcement purposes, Tenant authorizes CMHA to provide the information.

23. ABANDONMENT

If at any time during this Lease CMHA believes, in good faith and after diligent inquiry, that Tenant has abandoned the Leased Premises because, among other things, Tenant has been absent from the Leased Premises for more than thirty (30) consecutive calendar days and has failed to notify CMHA of his/her extended absence, CMHA may enter the Leased Premises and remove Tenant's possessions without liability. Notice is required when all household members will be absent from the unit for over 15 consecutive days. If the entire household is absent beyond 30 consecutive days, CMHA will consider the unit to be abandoned even if the family continues to pay rent/and or utilities. CMHA will require the family to supply information to verify absence or residency in assisted unit. An individual who is or is expected to be absent from the public housing unit for more than 90 days within a 12-month period is considered permanently absent and no longer a family member (exceptions may be found in CMHA's Admissions and Continued Occupancy Policy). Tenant shall be responsible for all costs incurred in connection with the removal.

24. COMMUNITY SERVICE/SELF-SUFFICIENCY

- a. CMHA's Community Service/Self-Sufficiency Policy mandates that each adult household member not eligible for an exemption shall contribute eight 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 and/or adult household members do not comply with Community Service/Self-Sufficiency Policy, CMHA 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. **[24 CFR § 966.4(a)(2)(ii)], [24 CFR § 966.4(l)(2)(iii)(D)]**
- c. Based on consideration of the Tenant's efforts to comply with this Section, CMHA 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.
- d. Lease enforcement will not commence until the end of the second year of non-compliance with Community Service requirements.

22. SMOKE-FREE HOUSING POLICY

To ensure quality of air and the safety of all Tenants, all buildings and land belonging to the housing authority and all areas within 25 feet of such buildings or land are smoke-free. This includes both tobacco used in any form (including smokeless tobacco), marijuana smoking and nicotine vapors (vaping). Failure to comply with CMHA's Smoke-Free Housing Policy will result in lease termination and eviction. This policy requires every tenant to ensure that his/her family and household members, guests and other persons under the Tenant's control are familiar with and abide by this policy. Tenant will be held responsible for non-compliance by any of the aforementioned persons.

When a Tenant fails to comply with the CMHA smoke-free housing policy the following due process steps will be followed:

- a. First case of non-compliance: The Property or AMP manager will give the Tenant an oral warning and information about smoking cessation programs available on the island;
- b. Second case of non-compliance: The Property or AMP manager will give the Tenant a written warning, with a copy to the Tenant file noting that a third case of non-compliance will result in Lease Termination;
- c. Third case of non-compliance: The Property or AMP manager will give the Tenant a 30-day notice of lease termination and will prepare the file for court.



COLUMBIANA METROPOLITAN HOUSING AUTHORITY

House Rules

Tenant agrees to observe the following House Rules and acknowledges that failure to do so may result in thirty (30) Day Notice followed by eviction.

1. Housekeeping: Tenant must meet the Columbiana Metropolitan Housing Authority (CMHA) Housekeeping requirements to avoid eviction. Due process will proceed as follows: 1) Warning Letter, 2) 2nd Warning Letter 3) Eviction Letter.

Housekeeping Standards

Inside the Unit:

General:

1. Walls: shall be clean, free of dirt, grease, holes, cobwebs, and dirty fingerprints.
2. Floors: shall be clean, clear, dry and free of hazards.
3. Ceilings: shall be clean and free of cobwebs.
4. Windows: shall be clean.
5. Woodwork: shall be clean, free of dirt, dust, gouges, or scratches.
6. Doors: shall be clean, free of grease and fingerprints. Doorstops shall be present. Locks shall work.
7. Trash: shall be securely bagged, disposed of properly and not left in the unit.
8. Entire unit shall be free of rodent or insect infestation.

Kitchen:

1. Stove: shall be clean and free of spilled food and grease.
2. Refrigerator: shall be clean. Freezer door shall close properly, and freezer have no more than one half inch of ice.
3. Cabinets: shall be clean and neat. Cabinet surfaces and countertop shall be free of grease and spilled food. Cabinets shall not be overloaded. Storage under the sink shall be limited to small or lightweight items to permit access for repairs, so heavy pots and pans shall not be stored under the sink.
4. Range hood: shall be free of grease and dust. Filter and light covers shall be clean and free of grease.
5. Sink: shall be clean, free of grease and garbage. Dirty dishes shall be washed and put away.
6. Food storage areas: shall be neat and clean without spilled food.
7. Trash/garbage: shall be stored in a covered container until removed to the disposal area.

Bathroom:

1. Toilet and tank: shall be clean and odor free.
2. Tub and shower: shall be clean and free of mildew and mold. Caulking shall be intact. Where applicable, shower curtains shall be in place, and of adequate length.
3. Sink, wash basin: shall be clean
4. Exhaust fans: shall be free of dust.
5. Floor shall be clean and dry.

Storage Areas:

1. Linen closet: shall be neat and clean.
2. Other closets: shall be neat and clean. No motorized vehicles, lawn equipment, gasoline or other flammable fuel shall be stored in the unit.
3. Other storage areas: shall be clean, neat and free of hazards.

Outside the Apartment

The following standards apply to family and scattered site development only; some standards apply only when the area noted is for the exclusive use of Tenant:

1. Yards: Shall be free of debris, trash, toys, non-powered vehicles and abandoned cars. Exterior walls shall be clean and free of graffiti.



2. Porches, stoops, (front and rear): shall be clean and free of hazards. Any items stored on the porch shall not impede access to the unit. Two outdoor chairs and one outdoor table may be placed on the porch, or stoop
 3. Steps (front and rear): shall be clean, and free of hazards.
 4. Sidewalks: shall be clean and free of hazards.
 5. Screen doors: if provided, shall be clean, with screens intact.
 6. Parking lot: shall be free of abandoned cars. There shall be no car repairs in the lots.
 7. No vehicles with hazardous leaks (including, gas, oil, brake fluid and transmission fluid) may be parked on CMHA property
 8. Hallways: shall be clean and free of hazards.
 9. Stairwells: shall be clean and uncluttered.
 10. Laundry areas: shall be clean and neat. Remove lint from dryers after use.
 11. Utility room: shall be free of debris, motor vehicle parts, and flammable materials.
 12. Exterior storage units are forbidden on CMHA property.
2. 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.
 3. Judgments: In the event CMHA Management Staff obtains a judgment against the Head of Household for nonpayment of rent, CMHA Management Staff will immediately pursue possession of the premises.
 4. Violence: A Tenant, or any member of the Tenant's family or 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.
 5. Animal Cruelty: A Tenant, or any member of the Tenant's family or household, or a guest or other person under the Tenant's control shall not engage or otherwise participate in acts of animal cruelty, including cockfighting, dog fighting, or any other activity that causes injury to an animal on the premises.
 6. Extreme Weather: Tenants must prepare for extreme weather by removing all furniture, plants, and other objects from their yards, patios, balconies, or other outdoor space assigned to them.
 7. Tenant Charges: It is the responsibility of all Tenants to report any damages or necessary repairs to CMHA Management; failure to do so may result in eviction. Some examples of charges Tenants could possibly incur due to negligence or damage to CMHA property include:
 - a) Any repair made to an apartment (the Tenant's unit or another Tenant's unit) due to negligence on the part of a Tenant;
 - b) Damages to the landscaping caused by the Tenant, family or household member, or guest;
 - c) Shower, 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; or
 - d) Water leaks into or within Tenant's unit that are not reported to CMHA immediately.Charges for parts and labor will be billed to the Tenant.
 8. Emergency Maintenance: If an emergency arises after hours, the Tenant must call the Emergency Number provided by CMHA and maintenance personnel will be dispatched within a reasonable time depending on the nature of the emergency. If the issue is deemed to be a non-emergency repair, it will be addressed during working hours.

Note that when the emergency condition was caused by Tenant's damage or negligence, Tenant will be charged for the emergency maintenance provided, including overtime rates if applicable.

Listed below are examples of items that are considered to be emergencies:

- a) Fire damage to the point the unit is uninhabitable;



- b) No water in the unit;
 - c) No working commode in the unit;
 - d) Inability to secure the unit;
 - e) Flooding;
 - f) Major electrical problems/total loss of power, not caused by the utility company;
 - g) Sewer back-up;
 - h) Refrigerator does not cool;
 - i) Stove does not work.
9. Plumbing: Tenants are responsible for the repair costs of plumbing stoppage caused by disposal of anything other than normal sewage, which is human waste. The system is not designed to handle anything other than normal sewage.
10. Outdoor Water Usage: A Tenant, or any member of the Tenant's family or household, or a guest or other person under the Tenant's control shall not wash cars or other vehicles or misuse water on the property (including, but not limited to removal or damage to CMHA-installed water conservation devices; hosing down large animals; filling water trucks, barrels or other large containers, providing water to non-tenants of CMHA communities; and other illegal water connections). Tenant-owned children's wading pools are prohibited on CMHA property. A Tenant, or member of the Tenant's family or household, or a guest or other person under the Tenant's control shall not connect a hose to any indoor or outdoor water source without written consent of management.
11. Tenant shall immediately notify CMHA of any leaks within or into Tenant's unit. **Failure to report leaks immediately may result in monetary charges to the Tenant.**
12. Smoke Detectors: The Tenant must not disable the smoke detector by removing the batteries or removing 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 damaged smoke detectors. Repeated violations will be subject to lease compliance.
13. Key and Locks: The Tenant will be issued two apartment keys and one 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. Keys are not loaned to Tenants. If the Tenant loses his/her key, a duplicate key will be provided for a \$25.00 fee. If any Tenant is locked out, and staff is available, management will allow access only to the Head of Household or his/her spouse or co-head, as identified on the lease one time for free and thereafter for a \$50.00 fee. All such persons will be required to provide picture identification to verify that the person seeking access is a member of the household. If any Tenant is locked out after hours, the Tenant will be charged a lockout fee of \$75 per occurrence. Keys to the unit are the responsibility of the Tenant, and Tenants are encouraged to make prior arrangements to access their unit should they become locked out after hours.
14. Alteration/Decorating: The Tenant shall not make modifications to apartment walls, shelves, flooring, cabinets, locks, or closets without prior written approval of the Management. Tenants may not install wall mounted televisions. **If CMHA provides window shades or mini-blinds, or installs curtain brackets**, the following items are not allowed on windows: aluminum foil, sheets, clothes, blankets, or window tinting.
15. 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.
16. Telephone Wiring: Tenants may use only the telephone outlets already installed in the apartment. Any additional wiring must be approved by CMHA prior to installation and all costs associated with additional wiring are the responsibility of the Tenant.



17. Cable or dish installation: A Tenant must have written approval from CMHA prior to installing cable. Installation of permanently mounted Satellite Dishes is prohibited. Temporarily installed dishes are permitted with written permission of the manager.
18. Appliance installation: A Tenant must have written approval from CMHA prior to installing portable air conditioning, or any appliance in addition to the stove and refrigerator provided by CMHA.
19. Insurance: CMHA 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. Pre-existing gardens may be removed by Management at any time. A fine of \$25.00 will be charged for each occurrence.
 - a) All items left unattended in the common areas may be removed and disposed of by Columbiana Metropolitan Housing Authority or designated personnel without notification to Tenant.
 - b) Common areas are for the use and enjoyment of all Tenants. Any Tenant, family or household member, 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) or pets 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 any time.
 - e) Smoking of any substance and/or the consumption of alcoholic beverages or illegal drugs in common areas of the property is strictly prohibited.
 - f) Open containers of alcoholic beverages are prohibited in common areas.
 - g) Loud noise levels from any source, including automobile stereos and/or other audio devices are strictly prohibited.
 - 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.
 - i) No fire pits or barbecues may be built in tenant yards or common areas.
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 CMHA Management or designated personnel **without notice**.
22. Patios and Balconies:
 - a) Keep your doors and windows closed and locked during your absence to protect against damage from rain.
 - b) Keep patios and balconies free of old furniture, clothing, and trash.
 - c) Clotheslines are not permitted unless installed by CMHA.
 - d) Do not leave trash at your door, on your balcony, or on your porch; all trash and debris on any balcony or porch must be disposed of properly, and not swept into common areas or into other Tenants' areas.
 - e) No radio or television aerials, wires, or other device or structure shall be erected on any part of the premises without prior written permission from CMHA.
 - f) Only outdoor furniture in good condition is permitted on patios and balconies.
 - g) Bird feeders are not allowed on patios, balconies, or terraces.
 - h) Flower boxes may not be hung on any railing used for safety.
 - i) The use or storage of barbecue grills on the front porches or covered balconies is strictly prohibited.
23. Trash: The Tenant is to keep the premises clean by not throwing trash on the property. Trash receptacles are located on the property for your convenience. All trash must be wrapped or put in bags and placed in the designated trash receptacle. The person carrying trash bags to the dumpsters should be strong enough to carry the bag and not drag it and tall enough to reach the top of the dumpster. It is recommended that all garbage be discarded on a daily basis to help eliminate any pest problems. A tenant with three (3) occurrences in a 12-month period may be subject to lease termination.



24. Parking and Vehicles:

- a) Parking on the lawns and sidewalks is prohibited at all times.
- b) Cars without current inspection stickers and/or license plates are subject to towing at owners' expense.
- c) 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 vehicles (unless approved by CMHA), buses, motor homes or repairing and/or washing of motor vehicles) is expressly prohibited and the vehicles are subject to towing at owners' expense.
- d) Minibikes, go-carts, or other non-licensed, self-propelled vehicles are prohibited on CMHA property.
- e) Fire codes prohibit the parking of motorcycles under breezeways, on sidewalks, patios, or inside of apartment.
- f) The Tenant must not park in designated fire lanes or block trash receptacles.
- g) All abandoned and/or inoperable vehicles, including cars without wheels on jacks, will be tagged and towed at owners' expense and in accordance with local laws. CMHA will not be liable for anything related to the removal of abandoned and/or inoperable vehicles.
- h) Tenants shall be charged a "Special Management Service Fee" for the cost of cleaning chemicals, debris, or property damages resulting from washing, repair, or maintenance of vehicles. \$50.00 fine per each occurrence in addition to the Special Management Service Fee.
- i) Unauthorized parking in a handicapped area is subject to the fine as established by VI Law.

25. Noise: Loud noise of any kind, including but not limited to loud playing of any musical instrument, radio, stereo, television, and or other audio device is not permitted at any time, and strictly prohibited between the hours of 10:00 p.m. and 8:00 a.m.

26. 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.

HOUSE RULE SIGNATURES:

Tenant (Authorized Head of Household)	Date
Co-head of Household (if applicable)	Date
Other Adult Family Member	Date
Other Adult Family Member	Date
CMHA Representative	Date