

WILKES-BARRE HOUSING AUTHORITY

RESIDENTIAL LEASE AGREEMENT

PART 1

TERMS AND CONDITIONS

THIS LEASE AGREEMENT (called the "Lease", which includes Parts I and II) is between the Wilkes-Barre Housing Authority (called the "Authority") and Resident named in Part II of this lease (called "Resident").

A. Description of the Parties and Premises

Part II of this lease identifies the premises leased and the parties to the lease.

1. The Authority, using data provided by Resident about income, household composition, and needs, leases to Resident, the property (called "premises" or "dwelling unit") described in Part II of this lease, subject to the terms and conditions contained in this lease.
2. Premises must be used only as a private residence, solely for Resident and the household members named in Part II of the lease. The Authority may by prior written approval consent to Resident's use of the unit for legal profit-making activities.
3. Any additions to the household members named on the lease, including live-in aides and foster children, except for natural births, require the advance written approval of the Authority. Such approval will be granted only if the new household members pass the Authority's screening criteria and a unit of the appropriate size is available. Permission to add live-in aides and foster children shall not be unreasonably refused.
4. Resident agrees to wait for the Authority's approval before allowing additional persons to move into the premises. Failure on the part of Resident to comply with this provision is a serious violation of the material terms of the lease, for which the Authority may terminate the lease in accordance with Section N.
5. Deletions for any reason from the household members named on the lease shall be reported by Resident to the Authority in writing within 10 days of the occurrence.

Standard Form (Rev. 7/98)

B. Lease Term and Amount of Rent

The rent amount is stated in Part II of this lease for any initial partial month and successive full months.

1. Unless otherwise modified or terminated in accordance with Paragraph N, this Lease will automatically be renewed for successive terms of one calendar month.
2. Rent stated in Part II of this lease shall remain in effect unless adjusted by the Authority in accordance with Section G herein.
3. The amount of the Total Resident Payment and Resident Rent shall be determined by the Authority in compliance with HUD regulations and requirements and in accordance with the Authority's Admissions and Occupancy Policy.
4. Rent is DUE and PAYABLE in advance on the first day of each month and shall be considered delinquent after the fifth calendar day of the month. If rent is not paid by the fifth of each month, a notice of lease cancellation will be issued on the sixth. Rent may include utilities as described in Section F below, and includes all maintenance services due to normal wear and tear.
5. When the Authority makes any change in the amount of Total Resident Payment or Resident Rent, the Authority will give written notice to Resident. The notice will state the new amount, and the date from which the new amount is applicable. Rent re-determinations are subject to the administrative Grievance Procedure. The notice will also state that Resident may ask for an explanation of how the amount is computed by the Authority. If Resident asks for an explanation, the Authority will respond in a reasonable time.

C. Other Charges

In addition to rent, Resident is responsible for the payment of certain other charges specified in this lease. The type and amount of other charges are specified in Part II of this lease. Other charges can include:

1. Maintenance Costs. The cost for services or repairs due to intentional or negligent damage to the dwelling unit, common areas or grounds beyond normal wear and tear, caused by Resident, household members or by guests. When the Authority determines that needed maintenance is not caused by normal wear and tear. Resident shall be charged for the cost of such services, either in accordance with the Schedule of Maintenance Charges posted by the Authority or for work not listed on the Schedule of Maintenance Charges based on the actual cost to the Authority for the labor and materials needed to complete the work.

2. Excess Utility Charges. At developments where utilities are provided by the Authority, a charge will be assessed for excess utility consumption because of the operation of major Resident-supplied appliances.
3. Late Charges. A charge of \$10.00 for rent or other charges paid after the fifth of the month. After the fifteenth calendar day, the charge will be an additional \$10.00.

Collection Charges-Tenants who vacate will be responsible for outstanding debts such as unpaid rent, late charges, damage charges and moving and storage fees. In addition, any cost associated with the collection of these outstanding debts will also be assessed. These may include legal fees such as magistrate fees and court costs as well as collection agency fees. The Authority will provide written notice of the amount of any charge in addition to Resident Rent and, when the charge is due. Charges in addition to rent are due no later than two weeks after the Resident receives written notice of the Authority's charge.

D. Payment Location

Rent and other charges will be paid at the Manager's office listed in Part II of this lease. The Authority will not accept cash.

E. Escrow Deposit

1. Resident Responsibilities. Resident agrees to pay an amount equal to the greater of \$75.00 or one month's Total Resident Payment. The dollar amount of the escrow deposit is noted in Part II of this lease.

Payment Agreement. Partial payments of Escrow deposits may be permitted by the manager after evaluating circumstances on an individual basis. In no case shall the number of payments exceed three.

NOTE: When rent and escrow are paid on the first of the month, the payment is applied first to escrow and then to rent. Failure to pay the entire amount of escrow and rent due is a lease violation and may result in eviction.

2. Authority Responsibilities. The Authority will use the escrow deposit at the termination of this lease:
 - a. To pay the cost of any rent or any other charges owed by Resident at the termination of this lease.
 - b. To reimburse the cost of repairing any intentional or negligent damages or damages beyond normal wear and tear to the dwelling unit caused by Resident, household members or guests.

3. The escrow deposit may not be used to pay rent or other charges while Resident occupies the dwelling unit. No refund of the escrow deposit will be made until after Resident has vacated, and the dwelling unit has been inspected by the Manager or designee on behalf of the Authority.
4. The return of an escrow deposit will occur within 30 days after Resident moves out. The Authority agrees to return the escrow deposit, if any, to Resident when he/she vacates, less any deductions for any costs indicated above, provided the Resident gives 30 days notice in writing and furnishes the Authority with a forwarding address. If any deductions are made, the Authority will furnish Resident with a written statement of any such costs for damages and/or other charges deducted from escrow deposit.

F. Utilities and Appliances

As part of the rent, the Authority will supply water and sewer service.

1. Authority Supplied Utilities. If indicated by an (X) in Part II, the Authority will supply the indicated electricity, natural gas or heating fuel. The Authority will not be liable for failure to supply utility service for any cause whatsoever beyond its control. If indicated by an (X) in Part II, the Authority will provide a cooking range and refrigerator. Other major electrical appliances such as air conditioners, freezers, extra refrigerators, washers, dryers, etc., may be installed and operated only with the written approval of the Authority. A monthly service charge will be payable by Resident for the electricity used in the operation of such appliances, as shown on the schedule posted on the office bulletin board.
2. Resident-paid Utilities. If Resident resides in a development where the Authority does not supply electricity, natural gas or heating fuel, or a cooking range or refrigerator, an allowance for utilities will be established, appropriate for the size and type of dwelling unit.

The Authority may change the allowance at any time during the term of the lease, and will give Resident 60 day's written notice of the revised allowance along with any resulting changes in Resident Rent or Utility Reimbursement. If Resident's actual utility bill exceeds the allowance for utilities, resident will be responsible for paying the actual bill to the supplier. If Resident's actual utility bill is less than the allowance for utilities, resident will receive the benefit of such saving.

3. Resident Responsibilities. Resident agrees not to waste the utilities provided by the Authority and to comply with any applicable law, regulation, or guideline of any governmental entity regulating utilities or fuels. Resident also agrees to abide by any local ordinance or house rules restricting or prohibiting the use of space heaters in dwelling units.

G. Terms and Conditions

The following terms and conditions of occupancy are made a part of the lease:

1. Use and Occupancy of Dwelling. Resident will have the right to exclusive use and occupancy of the dwelling unit for Resident and other household members listed on the lease. With the prior written consent of the Authority, members of the household may engage in legal profit-making activities in the dwelling unit. This provision permits reasonable accommodation of Resident's guests or visitors with prior written consent from the Authority for a period not exceeding fourteen (14) days each year. Permission may be granted, upon written request to the Manager, for an extension of this provision.
2. Ability to Comply with Lease Terms. If during the term of this lease, Resident by reason of physical or mental impairment is no longer able to comply with the material provisions of this lease, and cannot make arrangements for someone to aid him/her in complying with the lease and the Authority cannot make any reasonable accommodation that would enable Resident to comply with the lease, then the Authority will assist Resident or designated member(s) of Resident's family to find more suitable housing and terminate Resident's lease. If there are no family members who can or will take responsibility for moving the Resident, the Authority will work with appropriate agencies to secure suitable housing prior to terminating Resident's lease.
3. Redetermination of Rent, Dwelling Size, and Eligibility

The rent amount as stated in Part II of the lease is due each month until changed as described below.

- a. The status of each household is to be re-examined at least once a year.
- b. Resident promises to supply the Authority, when requested, with accurate information about household composition, age of household members, income and source of income of all household members, assets, and related information necessary to determine eligibility, annual income, adjusted income, and rent. Failure to supply such information when requested is a serious violation of the terms of the lease and will result in termination of the lease.
- c. All information must be verified. Resident agrees to comply with Authority requests for verification by signing releases for third-party sources, presenting documents for review, or providing other suitable forms of verification.

d. The Authority will give Resident reasonable notice of what actions Resident must take, and of the date by which any such action must be taken for compliance under this section. This information will be used by the Authority to decide whether the amount of the rent should be changed, and whether the dwelling size is still appropriate for Resident's needs. Such determination will be made in accordance with the Admissions and Occupancy Policy, which is publicly posted in the office. A copy of the policy will be furnished upon request at the expense of the person making the request.

e. Rent will remain in effect during the period between regular re-examinations except:

(1) Rent will not change during the period between regular re-examinations, UNLESS during such period:

(a) Any increase or decrease in gross household income occurs, which must be reported within 10 days of the occurrence.

(b) Resident can verify a change in his/her circumstances (such as decline in or loss of income) that would justify a reduction in rent. If a reduction is granted, Resident must report subsequent increases in income within 10 days of the occurrence, until the next re-examination. (Failure to report within the 10 days may result in a retroactive rent charge.)

(c) Change in family circumstances which could either provide additional income or reduce the deductions and allowances for which the family qualifies.

(d) Receipt of a deferred payment in a lump sum which represents the delayed start of a periodic payment.

(e) Rent formulas or procedures are changed by Federal law or regulation.

(2) The Resident may report any of the following changes which would result in a decrease in rent:

(a) Decrease in income.

(b) Increase in allowances or deductions.

- (c) All changes in household composition must be reported to the Manager within 10 days of the occurrence. Failure to report within the 10 days will result in a retroactive rent charge.
 - (d) This lease will not be revised to permit a change of household composition resulting from a request to allow adult children to move back into the unit unless it is determined that the move is essential for the mental or physical health of Resident and it does not disqualify the household for the unit size it is currently occupying.
4. Rent Adjustments. Resident will be notified in writing of any rent adjustment because of the situations described above. All notices will state the effective date of the rent adjustment.
- a. In the case of a rent decrease, the adjustment will become effective on the first day of the month following the reported change in circumstances, provided Resident reported the change in a timely manner, as specified above.
 - b. In the case of a rent increase, when the increase in income occurs after a prior rent reduction and is reported within 10 days of the occurrence, the increase will become effective the first day of the 2nd month following the month in which the change was reported.
 - c. In the case of a rent increase due to misrepresentation of facts, failure to report a change in household composition, or failure to report a required increase in income, the Authority will apply the increase in rent retroactive to the first of the month following the month in which the misrepresentation or failure occurred.

5. Transfers

- a. Resident agrees that if the Authority determines that the size or design of the dwelling unit is no longer appropriate to the Resident's needs, the Authority will send Resident a written notice. Resident further agrees to accept a new lease for a different dwelling unit of the appropriate size or design.
- b. The Authority may move a Resident into another unit if it is necessary to rehabilitate Resident's unit.
- c. If a Resident makes a written request for special unit features in support of a documented disability or handicap, the Authority shall have the choice to modify Resident's existing unit or transfer Resident to another unit with the features requested.

- d. A Resident without disabilities or handicaps who is housed in a unit with special features must transfer to a unit without such features should a Resident with disabilities need the unit.
- e. In the case of involuntary transfers. Resident will be required to move into the dwelling unit made available by the Authority. Resident will be given 15 days time in which to move following delivery of a transfer notice. If Resident refuses to move, the Authority may terminate the lease.
- f. Involuntary transfers are subject to the Grievance Procedure, and no such transfers may be made until either the time to request a grievance has expired or the procedure has been completed.
- g. The Authority will consider any Resident requests for transfers in accordance with the transfer priorities established in the Admissions and Occupancy Policy. Residents will be charged a transfer fee for requested transfers.

H. Authority Obligations

The Authority shall be obligated:

1. To maintain the dwelling unit and the property in decent, safe and sanitary conditions;
2. To comply with the requirements of applicable building codes, housing codes, and HUD regulations materially affecting health and safety;
3. To make necessary repairs to *the* dwelling unit;
4. To keep buildings, facilities, and common areas, not otherwise assigned to Resident for maintenance and upkeep, in a clean and safe condition;
5. To maintain in a good and safe working order and condition electrical, plumbing, sanitary, heating, ventilating, and other facilities and appliances, including elevators supplied or required to be supplied by the Authority;
6. To provide and maintain appropriate receptacles and facilities (except containers for the exclusive use of an individual Resident household) for the deposit of garbage, rubbish, and other waste removed from the premises by Resident as required by this lease;

7. To supply running water and reasonable amounts of hot water and heat at appropriate times of the year according to local customs and usage, except where heat or hot water is generated by an installation within the exclusive control of Resident and supplied by a direct utility connection.

Note: Authority-provided heat must comply with mandatory HUD standards which require that the maximum temperature shall be no more than 75 F for elderly dwelling units and 72 F for non-elderly units.

8. Reasonable Accommodations. The Authority will make reasonable accommodations when requested by a qualified resident with disabilities. This accommodation involves helping a resident meet essential lease requirements; it does not require the lowering or waiving of essential requirements. Accommodations are not reasonable if they require a fundamental alteration in the nature of the program or impose undue financial and administrative burdens on the Authority.
9. To notify Resident of the specific grounds for any proposed adverse action by the Authority. Such adverse action includes, but is not limited to: a proposed lease termination, transfer of Resident to another unit, or imposition of charges for maintenance and repair, or for excess consumption of utilities.
 - a. When the Authority is required to afford Resident the opportunity under the Authority Grievance Procedure concerning a proposed adverse action, the notice of the proposed adverse action shall inform Resident of the right to request such hearing. In the case of lease termination, a notice of lease termination that complies with current Federal regulations shall constitute adequate notice of proposed adverse action.
 - b. In the case of a proposed adverse action other than a proposed lease termination, the Authority shall not take the proposed action until time to request such a hearing has expired or if hearing was timely requested the grievance process has been completed.
10. To terminate the tenancy of any person who the Authority determines is illegally using a controlled substance.
11. To terminate the tenancy of any person whose abuse of alcohol interferes with the health, safety or right to peaceful enjoyment of the premises by other residents.
12. To obtain information regarding the criminal records of residents for the purposes of lease enforcement and eviction. When adverse action is taken, the Authority will upon request provide the resident with the criminal record information and an opportunity to dispute its accuracy or relevancy.

I. Resident Obligations

Resident shall be obligated:

1. Not to assign the lease or sublease the dwelling unit;
2. Not to give accommodations to boarders, lodgers or unauthorized guests;
3. Not to give accommodation to guests without the advance written consent of the Authority;
4. To use dwelling unit solely as a private dwelling for Resident and Resident's household as identified in Part II of the lease and not to use or permit its use for any other purpose. This provision does not exclude the care of foster children or a live-in aide to care for a member of Resident's family, provided the accommodation of such persons conforms to the Authority's Occupancy standards, and so long as the Authority has granted prior written approval for the foster child(ren), or live-in aide to reside in the unit.
5. To abide by necessary and reasonable regulations promulgated by the Authority for the benefit and well-being of the housing development and Residents, which regulations are posted in a conspicuous manner in the office and incorporated by reference in this lease; violation of such regulations constitutes a violation of the lease;
6. To comply with the requirements of applicable state and local building or housing codes materially affecting health and/or safety of Resident and household.
7. To keep the dwelling unit and other such areas as may be assigned to Resident for exclusive use in a clean, safe and odor free condition, which includes keeping front and rear entrances and walkways for the exclusive use of Resident, free from snow, ice, and trash and keeping the yard free of debris and litter; exceptions to this requirement may be made for Residents who have no household members able to perform such tasks because of age or disability;
8. To dispose of all garbage, rubbish and other waste from the dwelling unit in a sanitary and safe manner only in containers approved or provided by the Authority; to refrain from, and cause members of Residents household or guests to refrain from, littering or leaving trash and debris in common areas or galleries;
9. To use in a reasonable manner all electrical, sanitary, heating, ventilating, air-conditioning, and other facilities and appurtenances including elevators;
10. To refrain from, and to cause household and guests to refrain from destroying, defacing, damaging, or removing any part of dwelling unit or property;

11. To pay reasonable charges (other than for normal wear and tear) for the repair of damages to the dwelling unit, buildings, facilities or common areas caused by Resident, household members or guests;
12. To act, and cause household members or guests to act, in a manner that will:
 - a. Not disturb other residents' peaceful enjoyment of their accommodations; and
 - b. Be conducive to maintaining all Authority property in a decent, safe, and sanitary condition;
13. To assure that Resident, any member of the household, a guest, or another person under Resident's control, shall not engage in:
 - a. Any criminal activity that threatens the health, safety, or right to peaceful enjoyment of the Authority premises by other residents or employees of the Authority; or
 - b. Any drug-related criminal activity on or off the premises. Any criminal activity in violation of the preceding sentence shall be cause for termination of tenancy, and for eviction from the unit. For the purposes of this lease, the term drug-related criminal activity means the illegal manufacture, sale, distribution, use or possession with intent to manufacture, sell, distribute, or use, of a controlled substance as defined in Section 102 of the Controlled Substance Act;
 - c. Any alcohol abuse determined by the Authority to interfere with the health, safety or right to peaceful enjoyment of the premises by other residents.
14. To make no alterations or repairs or redecoration to the interior of the dwelling unit or to the equipment, nor to install additional equipment or major appliances without written consent of the Authority; to make no changes to locks or install new locks on exterior doors without the Authority's written approval; to use no nails, tacks, screws, brackets, or fasteners on any part of the dwelling unit (a reasonable number of picture hangers excepted) without authorization by the Authority;
15. To give prompt prior notice to the Authority, in accordance with Section M hereof, of Resident's leaving dwelling unit unoccupied for any period exceeding one calendar week;
16. To act in a cooperative manner with neighbors and Authority staff members; to refrain from and cause members of Resident's household or guests to refrain from acting or speaking in an abusive or threatening manner toward neighbors and Authority staff members;

17. Not to display, use, or allow members of Resident's household or guests to display or use any firearms, operable or inoperable, or other offensive weapons as defined by the laws and courts of the State of Pennsylvania anywhere on the property of the Authority;
18. To take reasonable precautions to prevent fires and to refrain from storing or keeping flammable materials upon the premises;
19. To avoid obstructing sidewalks, areaways, hallways, galleries, passages, elevators, or stairs, and to avoid using these for purposes other than going in and out of the dwelling unit;
20. To refrain from erecting or hanging radio or television antennas on or from any part of regulations set forth by the Authority with the written approval of the Authority; regulations set forth by the Authority with the written approval of the Authority;
21. To refrain from and cause members of Resident's household to refrain from keeping, maintaining, harboring, or boarding any dog, cat, livestock or pet of any nature in any dwelling unit except in accordance with the Authority Pet Policy. A Resident with a disability may keep a companion or service animal that is needed as a reasonable accommodation for his or her disability. An animal needed as a reasonable accommodation is not subject to the Authority's Pet Policy, although it is subject to reasonable health and safety rules. Residents must provide validation for this accommodation.
22. To remove from Authority property any vehicles without valid registration and inspection stickers and to refrain from parking any vehicle in any right-of-way or fire lane designated and marked by the Authority; any inoperable or unlicensed vehicle as described above will be removed from the Authority property at Resident's expense. Automobile repairs are not permitted on Authority property;
23. To remove any personal property left on Authority property when Resident leaves, abandons or surrenders the dwelling unit. Property left for more than 30 days shall be considered abandoned and will be disposed of by the Authority. Costs for storage and disposal shall be assessed against the former Resident;
24. To refrain from use of alcoholic beverages in public areas of Authority property;
25. To use reasonable care to keep his/her dwelling unit in such condition as to ensure proper health and sanitation standards for Resident, household members and neighbors. Resident shall notify the Authority promptly of known need for repairs to his/her dwelling unit, and of known unsafe or unsanitary conditions in the dwelling unit or in common areas and grounds. Resident's failure to report the need for repairs in a timely manner shall be considered to contribute to any damage that occurs;

26. Not to commit any fraud in connection with any Federal housing assistance program;
27. Not to receive assistance for occupancy of any other unit assisted under any Federal housing assistance program during the terms of the lease; and
28. To pay promptly any utility bills for utilities supplied to Resident by a direct connection to the utility company, and to avoid disconnection of utility service for such utilities.

J. Defects Hazardous to Life, Health or Safety

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

1. Authority Responsibilities

- a. The Authority shall be responsible for repair of the unit within a reasonable period of time after receiving notice from Resident, provided that if the damage was caused by Resident, household members, or guests the reasonable cost of the repairs shall be charged to Resident.
- b. The Authority shall offer Resident a replacement dwelling unit, if available, provided necessary repairs cannot be made within a reasonable time.
- c. In the event repairs cannot be made by the Authority, as described above, and alternative accommodations are unavailable, then rent shall abate in proportion to the seriousness of the damage and loss in value as a dwelling. No abatement of rent shall occur if Resident rejects alternative accommodations or if the damage was caused by Resident, household members, or guests.
- d. If the Authority determines that the dwelling unit is uninhabitable because of imminent danger to the life, health, and safety of Resident, and alternative accommodations are refused by Resident, this lease shall be terminated, and any rent paid will be refunded to Resident.

2. Resident Responsibilities

- a. Resident shall immediately notify the Manager of the damage and intent to abate rent, when the damage is or becomes sufficiently severe that Resident believes he/she is justified in abating rent.

- b. Resident agrees to continue to pay full rent, less the abated portion agreed upon by the Authority, during the time in which the defect remains uncorrected
- c. Resident agrees to accept any replacement unit offered by the Authority.

K. Move-in and Move-out Inspections

1. Move-in Inspection. The Authority and Resident or representative will inspect the dwelling unit prior to occupancy by Resident. The Authority will give Resident a written statement of the condition of the dwelling unit, both inside and outside, and note any equipment provided with the unit. The statement shall be signed by the Authority and Resident and a copy of the statement retained in Resident's folder. Any deficiencies noted on the inspection report will be corrected by the Authority at no charge to Resident.
2. Move-out Inspection. The Authority will inspect the unit at the time Resident vacates and give Resident a written statement of the charges, if any, for which Resident is responsible. Resident and/or representative may join in such inspection unless Resident vacates without notice to the Authority.

L. Entry of Premises During Tenancy

1. Resident Responsibilities

- a. Resident agrees that the duly authorized agent, employee or contractor of the Authority will be permitted to enter Resident's dwelling during reasonable hours (8:00 a.m. to 4:00 p.m.) for the purpose of performing routine maintenance, making improvements or repairs, inspecting the unit, permitting extermination services, or showing the unit for releasing.
- b. When Resident calls to request maintenance on the unit, the Authority will attempt to provide such maintenance at a time convenient to Resident. If Resident is absent from the dwelling unit when the Authority comes to perform maintenance, Resident's request for maintenance shall constitute permission to enter.

2. Authority Responsibilities

- a. The Authority will give Resident at least 48 hours written notice that it intends to enter the unit. The Authority may enter only at reasonable times.
- b. The Authority may enter Resident's dwelling unit at any time without advance notification when there is reasonable cause to believe that an emergency exists.

- c. If Resident and all adult members of the household are absent from the dwelling unit at the time of entry, the Authority will leave in the dwelling unit a written statement specifying the date, time and purpose of entry prior to leaving the dwelling unit.

M. Notice Procedures

1. Resident Responsibility. Any notice to the Authority must be in writing, delivered to the Office or sent by prepaid first-class mail, properly addressed.
2. Authority Responsibility. Notice to Resident must be in writing, delivered to Resident or to any adult member of the household residing in the dwelling unit, or sent by first class mail addressed to Resident.
3. Return receipt for registered or certified mail shall be sufficient evidence that notice was given, whether signed or unsigned.
4. If Resident is visually impaired, all notices must be in an accessible format.

N. Termination of the Lease

In terminating the lease, the following procedures shall be followed by the Authority and Resident.

1. This lease may be terminated only for serious or repeated violations of material terms of the lease, such as failure to make payments due under the lease or to fulfill Resident obligations set forth in Section I above, or for other good cause. Such a serious or repeated violation of terms shall include but not be limited to:
 - a. The failure to pay rent or other payments when due;
 - b. Late payment which shall be defined as failure to pay the amount of rent or other charges due by the fifth of the month. Four such late payments within a 12 month period shall constitute a repeated late payment;
 - c. Failure to pay utility bills when Resident is responsible for paying such bills directly to the supplier of utilities;
 - d. Misrepresentation of household income, assets, or composition;
 - e. Failure to supply, in a timely fashion, any certification, release, information, or documentation on household income or composition needed to process annual re- examinations or interim redetermination;
 - f. Serious or repeated damage to the dwelling unit, creation of physical hazards in the unit, common areas, grounds, or parking areas;

- g. Criminal activity by Resident, household member, guest, or other person under Resident's control, including criminal activity that threatens the health, safety or right to peaceful enjoyment of the Authority's premises by other residents, or any drug-related criminal activity on or off Authority property;
 - h. Offensive weapons or illegal drugs seized in an Authority unit by a law enforcement officer;
 - i. Any fire on Authority premises caused by carelessness, failure to supervise children or unattended cooking.
 - j. Substance abuse that the Authority determines interferes with the health, safety, or right to peaceful enjoyment of the premises by other residents.
2. The Authority will give written notice of the proposed termination of the lease:
- a. 14 days in the case of failure to pay rent;
 - b. A reasonable time, but not to exceed thirty days, considering the seriousness of the situation, when the health or safety of other Residents or Authority staff is threatened;
 - c. 30 days in any other case.
3. Notice of Termination
- a. The notice of termination to Resident shall state specific reasons for the termination, shall inform Resident of his/her right to make such reply as he/she may wish, and of Resident's right to examine Authority documents directly relevant to the termination of eviction.
 - b. When the Authority is required to offer Resident the opportunity for a grievance hearing, the notice will also inform Resident of the right to request such a hearing in accordance with the Authority's Grievance Procedure.
 - c. Any notice to vacate (or quit) which is required by State or local law may be combined with, or run concurrently with the notice of lease termination under this section. The notice to vacate must be in writing, and specify that if Resident fails to quit the premises within the applicable statutory period, appropriate action will be brought against him/her and he/she may be required to pay the costs of court and attorney's fees.

- d. When the Authority is required to offer Resident the opportunity for a hearing under the Grievance Procedure for a lease termination, the tenancy will not terminate (even if any notice to vacate under State law has expired) until the period to request a hearing has expired, or (if a hearing is requested) the grievance process has been completed.
 - e. The Authority may evict Resident from the unit only by bringing a court action.
4. Resident may terminate this lease at any time by giving thirty days written notice as described in Section M above.
 5. In deciding to evict for criminal activity, the Authority will have discretion to consider all of the circumstances of the case, including the seriousness of the offense, the extent of participation by or awareness of household member, and the effects that the eviction would have both on household members not involved in the proscribed activity and on the household's neighbors. In appropriate cases, the Authority may permit continued occupancy by remaining household members and may impose a condition that household members who engaged in the proscribed activity will neither reside in nor visit the unit. The Authority will require a household member who has engaged in the illegal use of drugs to present credible evidence of a successful completion of a treatment program as a condition to being allowed to reside in the unit.
 6. When the Authority evicts a Resident from a dwelling unit for criminal activity, it will notify the local post office serving that dwelling unit that such individual or household is no longer residing in the unit so the post office will stop mail delivery for such persons and they will have no reason to return to the unit.

O. Waiver

No delay or failure by the Authority in exercising any right under this lease, and no partial or single exercise of any such right shall constitute a waiver (post or prospective) of that or any other right, unless otherwise expressly provided herein.

P. Housekeeping Standards

In an effort to improve the livability and conditions of the apartments owned and managed by the Authority, uniform standards for resident housekeeping have been developed for all Resident families.

1. Authority Responsibility. The standards that follow will be applied fairly and uniformly to all Residents. The Authority will inspect each unit at least annually to determine compliance with the standards. Upon completion of an inspection the Authority will notify Resident in writing if he/she fails to comply with the standards. The Authority will advise Resident of the specific corrections) required to establish compliance. Within a reasonable period of time, the Authority will schedule a second inspection. Failure of a second inspection will constitute a violation of the lease terms.
2. Resident Responsibility. Resident is required to abide by the standards set forth below. Failure to abide by the housekeeping standards to a degree that results in the creation or maintenance of a threat to health or safety is a violation of the lease terms and can result in eviction.
3. Housekeeping Standards - Inside the Apartment
 - a. General
 - (1) Walls should be clean, free of dirt, grease, holes, cobwebs, and fingerprints.
 - (2) Floors should be clean, clear, dry and free of hazards.
 - (3) Ceilings should be clean and free of cobwebs.
 - (4) Windows should be clean and not nailed shut. Shades or blinds should be intact.
 - (5) Woodwork should be clean, free of dust, gouges, or scratches.
 - (6) Doors should be clean, free of grease and fingerprints; doorstops should be present. Locks should work.
 - (7) Heating units should be dusted and access uncluttered.
 - (8) Trash should be disposed of properly and not left in the unit.
 - (9) Entire unit should be free of rodent or insect infestation.
 - b. Kitchen
 - (1) Stove should be clean and free of food and grease.
 - (2) Refrigerator should be clean. Freezer door should close properly and freezer should have no more than one inch of ice.

- (3) Cabinets should be clean and neat. Cabinet surfaces and countertop should be free of grease and spilled food. Cabinets should not be overloaded. Storage under the sink should be limited to small or lightweight items to permit access for repairs. Do not store heavy pots and pans under the sink.
- (4) Exhaust fans should be free of grease and dust.
- (5) Sinks should be clean, free of grease and garbage. Dirty dishes should be washed and put away in a timely manner.
- (6) Food storage areas should be neat and clean without spilled food.
- (7) Trash/garbage should be stored in a covered container until removed to the disposal area.

c. Bathroom

- (1) Toilet and tank should be clean and odor free.
- (2) Tub and shower should be clean and free of excessive mildew and mold. Where applicable, shower curtains should be in place and of adequate length.
- (3) Lavatory should be clean.
- (4) Exhaust fans should be free of dust.
- (5) Floor should be clean and dry.

d. Storage areas

- (1) Linen closets should be neat and clean.
- (2) Other closets should be neat and clean. No highly flammable materials should be stored in the unit. Other storage areas should be clean, neat and free of hazards.

4. Housekeeping Standards - Outside the Apartment

The following standards apply to family apartments only; some apply only when the area noted is for the exclusive use of Resident:

- (1) Yards should be free of debris, trash, and abandoned cars. Activities which could lead to lawn damage are to be avoided. Exterior walls should be free of graffiti.

- (2) Porches (front and rear) should be clean and free of hazards. Any items stored on the porch should not impede access to the unit.
- (3) Steps (front and rear) should be clean and free of hazards.
- (4) Sidewalks should be clean and free of hazards
- (5) Storm doors should be clean with glass or screens intact.
- (6) Parking lot should be free of abandoned cars. There should be no car repairs in the lots.
- (7) Hallways should be clean and free of hazards.
- (8) Stairwells should be clean and uncluttered.
- (9) Laundry areas should be clean and neat. Remove lint from dryers after use.
- (10) Utility rooms should be free of debris, motor vehicle parts, and flammable materials.

RESIDENT AGREES THAT ALL THE PROVISIONS OF THIS LEASE (PARTS I AND II) HAVE BEEN REVIEWED AND ARE UNDERSTOOD AND FURTHER AGREES TO BE BOUND BY ITS PROVISIONS AND CONDITIONS AS WRITTEN. (SIGNATURE REQUIRED ON PART H OF THE LEASE.)