

**Searcy Housing Authority
RESIDENTIAL LEASE AGREEMENT**

THIS LEASE IS IN TWO PARTS:

Part I is the executed portion of the lease contract. This is executed by the resident and the SHA, includes Part I Terms and Conditions (by reference) and the following information specific to each family's circumstances:

- Identification of all members of Tenant household by relationship to the Head of the Household, their social security numbers, ages (at the time of lease execution) and dates of birth (DOB);
- Unit address, occupancy date, project name and number;
- Pro-rated and full monthly rent amount, security deposit required, pro-rated and full monthly utility allowance provided (if any), pro-rated and full monthly utility reimbursement (if any) and the amount of any other charges due under the lease;
- Utilities and appliances provided by the SHA with the unit;
- All pamphlets or informational materials provided to Tenant;
- Signature line for the parties to the lease (all adult members of Tenant household must sign the lease);
- Emergency telephone number for Tenant to use if maintenance problems arise with the unit outside of normal SHA working hours.

Part II establishes the Terms and Conditions of the lease. These apply to all residents;

PART I of the RESIDENTIAL LEASE AGREEMENT

Searcy Housing Authority

THIS AGREEMENT is executed between the Searcy Housing Authority (herein called "SHA"), and _____ (herein called the "Tenant"), and becomes effective as of this date: [966.4 (a)]

(1) Unit: That the SHA, relying upon the representations of Tenant as to Tenant's income, household composition and housing need, leases to Tenant, (upon Terms and Conditions set forth in Part I of this Lease agreement) the dwelling unit LOCATED at _____ (and hereinafter called the "premises") to be occupied exclusively as a private residence by Tenant and household. The Tenant UNIT NUMBER is: _____ [966.4 (a)]

(2) Household Composition: The Tenant's household is composed of the individuals listed below. (Other than the Head or Spouse each household member should be listed by age, oldest to youngest. [966.4 (a)(2)] Head and Spouse or Co-head shall execute the lease.

Name	Relationship	Age & Birthdate	Social Security #	Add or Delete	HOH Initial	PHA Initial	Date of Change
1.							
2.							
3.							
4.							
5.							
6.							
7.							
8.							

(3) Term: The term of this lease shall be 12 months, renewed as stipulated in Part II of the Lease.

(4) Rent: Initial rent (prorated for partial month) shall be \$ _____ and, if applicable, the Tenant shall receive the benefit of \$ _____ from SHA for Utility Reimbursement (for partial month) paid to the tenant.

Thereafter, rent in the amount of \$ \$ _____ per month shall be payable in advance on the first day of each month, and shall be delinquent after the fifth (5th) day of the month. A utility reimbursement of \$ _____ per month (if applicable) shall be paid to the tenant by SHA. [966.4 (b)(1)]

(5) Utilities and Appliances: SHA-Supplied Utilities [966.4 (b)(1)] If indicated by an (X) below, SHA provides the indicated utility as part of the rent for the premises:

() Electricity () Natural Gas () Water () Sewerage () Other: _____

If indicated by an (X), SHA shall provide the following appliances for the premises: () Cooking Range () Refrigerator

(6) Utility Allowances: Tenant-Paid Utilities [913.102] If indicated by an (X) below, SHA shall provide Tenant with a Utility Allowance in the monthly amount totaling \$ x for the following utilities paid directly by the Tenant to the Utility supplier:

(x) Electricity (x) Gas (x) Heat (x) Water (x) Sewerage (x) Trash removal

(7) Charges for Excess Appliances (Not applicable to SHA).

(8) Security Deposit: Tenant agrees to pay a Security Deposit equal to at the time of accepting the unit. Security Deposits shall be made in full at the time of occupancy. Families are expected to obtain the funds to pay security deposits from their own resources and/or other private or public sources. See Part II of this lease for information on treatment of the Security Deposit. [966.3 (b) (5)]

(9) Extra or Additional Key Fee: Tenant agrees to pay a key deposit equal to **\$11.00** at the time of accepting each additional key after the first initial key provided to the tenant by the SHA. The first key will be provided upon security deposit payment and lease execution. Upon the tenant's request additional keys may be obtained only after appropriate key deposits are paid to the SHA.

(10) Pet Deposit: Tenant must agree to the pet policy and pay a pet deposit of **\$200.00** before any pet is allowed into a SHA unit. A Pet Policy will be given to each tenant upon move-in. Tenant may pick up a Pet Policy at any time from the SHA office.

(11) Changes in Lease Agreement: The SHA may change the provisions of the lease. The SHA will provide the Tenant with at least 60 days advance written notice before the lease change becomes effective. The SHA shall advise the Tenant of the proposed change and provide the Tenant with the opportunity to submit written comments within a 30-day period. If, after considering the Tenant's comments, the lease is modified, the SHA shall notify the Tenant and offer a new lease or an addendum to the existing lease. The Tenant may accept the change provisions by signing the new lease and returning it to SHA, or reject the change provisions by giving the SHA written notice of intent to terminate the tenancy in accordance with the lease. If the Tenant does not accept the amended lease, the SHA may terminate the Tenancy as provided under the lease.

(10) Execution: By Tenant's signature below, Tenant and household agree to the terms and conditions of Part I and II of this lease and all additional documents made a part of the lease by reference.

By the signature(s) below I/we also acknowledge that the Provisions of Part II of this Lease Agreement have been received and thoroughly explained to me/us.

TENANT _____ DATE _____
SPOUSE _____ DATE _____
CO-TENANT _____ DATE _____
CO-TENANT _____ DATE _____
CO-TENANT _____ DATE _____
MANAGER: _____ DATE _____

TENANT'S CERTIFICATION

I, _____ hereby certify that I, and other members of my Household, have not committed any fraud in connection with any federal housing assistance program, unless such fraud was fully disclosed to SHA before execution of the lease, or before SHA approval for occupancy of the unit by the Household member.

I further certify that all information or documentation submitted by myself or other Household members to SHA in connection with any federal housing assistance program (before and during the lease term) are true and complete to the best of my knowledge and belief.

Tenant's Signature

Date

ATTACHMENTS:

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

- | | | |
|--|------------------------|--------------------------------------|
| (x) Part II of this Lease | (x) Pet Policy | (x) Standard Maintenance Charges |
| (x) Protect Your Family from Lead in Your Home | | (x) Grievance Procedure |
| (x) Banned List | (x) One Strike Policy | (x) Minimum Rent Policy and Hardship |
| (x) Housekeeping Standards/House Rules | | (x) Community Service |
| (x) Things You Should Know | (x) Watch Out for Mold | () Other _____ |

STATEMENT ON RECEIPT OF INFORMATION

I/We have received a copy of the above information including "Protect Your Family from Lead in Your Home". The above information has been thoroughly explained to me/us. I/We understand the possibility that lead-based paint may exist in the unit.

Tenant's Signature

Date

SEARCY MAIN OFFICE ADDRESS:

501 S. Fir St.
Searcy, Arkansas 72143

OFFICE HOURS
8:30 to 4:30 PM (M-F)(Office is closed on Wednesdays)

TELEPHONE NUMBER
(501) 268-8547

FAX NUMBER
(501) 268-7320

EMERGENCY MAINTENANCE TELEPHONE NUMBER – (501) 268-8547
Please leave a call back number on the machine and maintenance will return your call.
Fire, Police and Rescue- 911

PART II of the RESIDENTIAL LEASE AGREEMENT

TERMS AND CONDITIONS

Searcy Housing Authority

THIS LEASE AGREEMENT (called the "Lease", which includes Part I and II) is between the Searcy Housing Authority, (called "SHA" or the "Authority") and Tenant named in Part I of this lease (called "Tenant"). [966.4 (a)]

I. Description of the Parties and Premises: [966.4 (a)]

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

- (a) The SHA, using data provided by Tenant about income, family composition, and needs, leases to Tenant, the property (called "premises" or "dwelling unit") described in Part I of this Lease Agreement, subject to the terms and conditions contained in this lease. [966.4 (a)]
- (b) Premises must be used as the only private residence of the Tenant and the family members named on Part I of the Lease. The SHA may, by prior written approval, consent to Tenant's use of the unit for legal profit-making activities subject to the SHA's policy on such activities. [966.4 (d)(1 & 2)]
- (c) Any additions to the household members named on the lease, including Live-in Aides and foster children, **but excluding natural births and adoptions**, require the advance written approval of SHA. Such approval will be granted only if the new family members pass SHA'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. [966.4 (a)(2) & (d)(3)(i)]
Tenant agrees to wait for SHA's approval before allowing additional persons to move into the Premises. Failure on the part of Tenant to comply with this provision is a serious violation of the material terms of the lease, for which SHA may terminate the lease in accordance with Section XIV. [966.4 (f)(3)]
- (d) Tenant shall report additions or deletions (for any reason) from the household members named on the lease to the SHA in writing, within 10 days of the occurrence. [966.4 (c)(1) & (2) & (f)(3)]

II. Lease and Amount of Rent

The rent amount is stated in Part I of the Lease, for any initial partial month and successive full months.

- (a) Unless otherwise modified or terminated in accordance with Section XIV, this Lease shall automatically be renewed for successive terms of twelve months, unless the family is in non-compliance with the community service requirements or other conditions as set forth by HUD or SHA. [966.4 (a)(1)]
Upon execution of any new lease by the SHA, this lease becomes void and the terms of the new lease shall apply.
The rent amount is stated in Part I of this Lease. Rent shall remain in effect unless adjusted by the SHA in accordance with Section VII herein. [966.4 (c)]
The amount of the Total Tenant Payment and Tenant Rent shall be determined by the SHA in compliance with HUD regulations and requirements and in accordance with SHA's Admissions and Occupancy Policy. [966.4 (c)]
- (b) **Rent is DUE and PAYABLE in advance on the first day of each month and shall be considered delinquent after the fifth day of the month.** Rent may include utilities as described in Section VI below, and includes all maintenance services due to normal wear and tear. [966.4 (e)(1) & (3)]

When SHA makes any change in the amount of Total Tenant Payment or Tenant Rent, SHA shall give written notice to Tenant. The notice shall state the new amount, and the date from which the new amount is applicable. Rent redeterminations are subject to the Administrative Grievance Procedure. The notice shall also state that Tenant may ask for an explanation of how the amount is computed by SHA. If Tenant asks for an explanation, SHA shall respond in a reasonable time. [966.4 (c)(4)]

III. Other Charges: In addition to rent, Tenant is responsible for the payment of certain other charges specified in this lease. The type(s) and amounts of other charges are specified in Part I of this Lease Agreement. Other charges can include: [966.4 (b)(2)]

- (a) 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 Tenant, household members or by guests. When SHA determines that needed maintenance is not caused by normal wear and tear, Tenant shall be charged for the cost of such service, either in accordance with the Schedule of Maintenance Charges posted by SHA or (for

work not listed on the Schedule of Maintenance Charges) based on the actual cost to SHA for the labor and materials needed to complete the work. If overtime work is required, overtime rates shall be charged. [966.4 (b)(2)]

- (b) Excess Utility Charges -At developments where utilities are still in SHA's name, a charge shall be assessed for excess utility consumption between the time of move-in and the time that the tenant places the utilities into their name.
- (c) Late Charges -- A late charge of \$10.00 will be assessed after the 5th day of the month. [966.4 (b)(3)]
- (d) Not Sufficient Funds (NSF) – Any checks returned with NSF will be assessed a \$25.00 fee or the fee charged by the lender.

SHA shall provide written notice of the amount of any charge in addition to Tenant Rent, and when the charge is due. Charges in addition to rent are due no sooner than two weeks after Tenant receives SHA's written notice of the charge. [966.4 (b)(4)]

IV. Payment Location: Rent and other charges can be paid at the Searcy Office or the drop box (Drop Box Rules: These are located at the office and payments are accepted as long as the payment is made before the 6th day of the month). SHA will not accept cash. Tenants who have submitted a check that is returned for insufficient funds shall be required to make all future payments by cashier's check or money order.

V. Security Deposit

- (a) Tenant Responsibilities: Tenant agrees to pay a security deposit in an amount as set forth in Part I of this Residential Lease. [966.4 (b)(5)]
- (b) SHA's Responsibilities: SHA will use the Security Deposit at the termination of this Lease:
 - 1. To pay the cost of any rent or any other charges owed by Tenant at the termination of this lease.
 - 2. To reimburse the cost of repairing any intentional or negligent damages to the dwelling unit caused by Tenant, household members or guests.
 - 3. Other reasons as stated in the security deposit policy.

The Security Deposit may not be used to pay rent or other charges while Tenant occupies the dwelling unit. No refund of the Security Deposit will be made until Tenant has vacated, and SHA has inspected the dwelling unit.

The return of a security deposit shall occur within 30 days after Tenant moves out. SHA agrees to return the Security Deposit, if any, to Tenant when he/she vacates, less any deductions for any costs indicated above, so long as Tenant furnishes SHA with a forwarding address. If any deductions are made, SHA will furnish Tenant with a written statement of any such costs for damages and/or other charges deducted from the Security Deposit.

The security deposit may be increased while the Tenant is in occupancy should the policy be revised or resident fail to abide by the terms of the lease.

VI. Utilities and Appliances [966.4 (b)(1)]

As part of the rent,

- (a) SHA Supplied Utilities: If indicated by an (X) on Part I, SHA will supply the indicated utility: electricity, natural gas, water, sewer service, trash collection. SHA will not be liable for the failure to supply utility service for any cause whatsoever beyond its control.

If indicated by an (X) on Part I of the Lease Agreement, SHA will provide a cooking range and refrigerator. Other major electrical appliances, air conditioners, freezers, extra refrigerators, washers, dryers, etc., may be installed and operated only with the written approval of SHA. SHA shall supply an allowance for the SHA supplied utilities and if the Tenant uses in excess of the allowance, the Tenant shall pay for the excess amount. It shall be the responsibility of the Tenant to maintain utility service at his/her apartment at all times. If the utilities are disconnected for any reason, SHA will send a 5-day notice about having the utilities reconnected if non-compliance with this notice, SHA will then send a 3-day termination notice. SHA may change the Allowance at any time during the term of the lease, and shall give Tenant 60 days written notice of the revised Allowance along with any resultant changes in Tenant Rent or Utility Reimbursement. [965.473 (c)]

- (b) Tenant Responsibilities: Tenant agrees not to waste the utilities provided by SHA and to comply with any applicable law, regulation, or guideline of any governmental entity regulating utilities or fuels. [966.4 (f)(8)] (SHA does not supply any utilities)

Tenant also agrees to abide by any local ordinance or House Rules restricting or prohibiting the use of space heaters in multi-dwelling units.

VII. Terms and Conditions: The following terms and conditions of occupancy are made a part of the Lease.

- (a) Use and Occupancy of Dwelling: Tenant shall have the right to exclusive use and occupancy of the dwelling unit for Tenant and other household members listed on the lease. With the prior written consent of SHA, members of the household may engage in legal profit-making activities in the dwelling unit. [966.4 (d) (1) & (2)]. All such business related use of the Dwelling Unit must meet all zoning requirements and Tenant must have proper business licenses.

This provision permits reasonable accommodation of Tenant's guests or visitors for a period not exceeding fourteen (14) days each year. Permission may be granted, upon written request to the SHA, for an extension of this provision. [966.4 (d)(1)]

- (b) Ability to comply with Lease terms: If, during the term of this Lease, Tenant, 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 SHA cannot make any reasonable accommodation that would enable Tenant to comply with the lease.

At the time of admission, all Tenants must identify the family member(s) to be contacted if they become unable to comply with lease terms.

- (c) Redetermination of Rent, Dwelling Size, and Eligibility. The rent amount as fixed in Part I of the Lease Agreement is due each month until changed as described below.

- (1) The status of each family is to be re-examined at least once a year. For Flat Rent, income will be re-examined every three years, so long as the family continues to pay Flat Rent during the period. At the annual recertification Tenant shall certify to compliance with the 8 hour per month community service requirement, if applicable. [960.209]

- (2) Tenant promises to supply SHA, when requested, with accurate information about: family composition, age of family members, income and source of income of all family members, assets, community service activities, and related information necessary to determine eligibility, annual income, adjusted income, and rent. [966.4 (c)(2)]. Flat Rent tenants are re-certified every 3 years for income purposes and every year for family status on other eligibility requirements.

Failure to supply such information when requested is a serious violation of the terms of the lease and SHA must terminate the lease.

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

SHA shall give Tenant reasonable notice of what actions Tenant 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 SHA to decide whether the amount of the rent should be changed, and whether the dwelling size is still appropriate for Tenant's needs.

This determination will be made in accordance with the Admissions and Occupancy Policy, which is publicly posted in the Project Administrative Office. A copy of the policies can be furnished on request at the expense of the person making the request.

- (3) Rent will not change during the period between annual re-examinations, UNLESS during such period: [960.209 (b)]

- (a) Tenant can verify a change in his/her circumstances (such as decline in or loss of income) that would justify a reduction in rent, except that rent shall not be reduced because a tenant's TANF grant is reduced because Tenant failed to comply with some TANF requirement. [913.107, 1995 Edition]

If a reduction is granted, Tenant must report subsequent increases in income within 10 days of the occurrence, until the next scheduled re-examination. (Failure to report within the 10 days may result in a retroactive rent charge.)

- (b) Tenant is required to report the changes in all income and the adjustments upward or downward shall be in accordance with the ACOP.
 - (c) It is found that Tenant has misrepresented the facts upon which the rent is based so that the rent Tenant is paying is less than the rent that he/she should have been charged. SHA then may apply an increase in rent retroactive to the first of the month following the month in which the misrepresentation occurred.
 - (d) Rent formulas or procedures are changed by Federal law or regulation, and in accordance with the ACOP.
- (4) All changes in family composition must be reported to SHA within 10 days of the occurrence. Failure to report within the 10 days may result in a retroactive rent charge. [966.4 (c) (2)]
- This Lease will NOT be revised to permit a change of family 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 Tenant, the adult can pass the screening standard, AND it does not disqualify the family for size unit it is currently occupying.
- (d) Rent Adjustments: Tenant will be notified in writing of any rent adjustment due to the situations described above; All notices will state the effective date of the rent adjustment.
1. 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 Tenant reported and verified the change in a timely manner, as specified above.
 2. In the case of a rent increase, when an 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.
 3. In the case of a rent increase due to misrepresentation, failure to report a change in family composition, or failure to report an increase in income (after a reduction in rent per the fixed rent policy), SHA shall apply the increase in rent retroactive to the first of the month following the month in which the misrepresentation occurred.
 4. If between annual recertifications there is a change in income or family status, tenant should report all changes within 10 days, and the SHA will adjust the rent according to the ACOP.
- (e) Transfers [966.4 (c)(3)]
1. Tenant agrees that if SHA determines that the size or design of the dwelling unit is no longer appropriate to Tenant's needs, SHA shall send Tenant written notice. Tenant further agrees to accept a new lease for a different dwelling unit of the appropriate size or design.
 2. SHA may move a Tenant into another unit if it is determined necessary to rehabilitate or demolish Tenant's unit.
 3. If a Tenant makes a written request for special unit features in support of a documented disability, SHA shall modify Tenant's existing unit. If the cost and extent of the modifications needed are equal to or greater than those required for a fully accessible unit, SHA may transfer Tenant to another unit with the features requested at SHA's expense.
 4. A tenant without disabilities that is housed in a unit with special features must transfer to a unit without such features should a Tenant with disabilities need the unit.
 5. In the case of involuntary transfers, Tenant shall be required to move into the dwelling unit made available by SHA. Tenant shall be given 3 days time in which to move following delivery of a transfer notice. If Tenant refuses to move, SHA may terminate the Lease. [966.4 (c)(3)]
 6. 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. [966.4 (c)(4)]
 7. SHA will consider any Tenant requests for transfers in accordance with the transfer priorities established in the Admissions and Occupancy Policies.

VIII. SHA Obligations [966.4 (e)]: SHA shall be obligated:

- (a) To maintain the dwelling unit and the project in decent, safe and sanitary condition; [966.4 (e)(1)]

- (b) To comply with the requirements of applicable building codes, housing codes, and HUD regulations materially affecting health and safety; [966.4 (e)(2)]
- (c) To make necessary repairs to the dwelling unit; [966.4 (e)(3)]
- (d) To keep project building, facilities, and common areas, not otherwise assigned to Tenant for maintenance and upkeep, in a clean and safe condition; [966.4 (e)(4)]
- (e) To maintain in good and safe working order and condition electrical, plumbing, sanitary, heating, ventilating, and other facilities and appliances required to be supplied with LCHA; [966.4 (e)(5)]
- (f) To provide and maintain appropriate receptacles and facilities (except container for the exclusive use of an individual tenant family) for the deposit of garbage, rubbish, and other waste removed from the premise by Tenant as required by this Lease; [966.4 (e)(6)]
- (g) To supply running water and reasonable amounts of hot water and reasonable amount of heat at appropriate times of the year according to local custom and usage; EXCEPT where the building that includes the dwelling unit is not required to be equipped for that purpose, or where heat or hot water is generated by an installation within the exclusive control of Tenant and supplied by a direct utility connection; [966.4 (e)(7)]
- (h) To notify Tenant of the specific grounds for any proposed adverse action by SHA. (Such adverse action includes, but is not limited to: a proposed lease termination, transfer of Tenant to another unit, change in amount of rent, or imposition of charges for maintenance and repair, or for excess consumption of utilities.) When SHA is required to afford Tenant the opportunity for a hearing under the SHA grievance procedure for a grievance concerning a proposed adverse action:
 1. The Notice of the proposed adverse action shall inform Tenant of the right to request such hearing. In the case of lease termination, a notice of lease termination that complies with 966.4(l)(3) shall constitute adequate notice of proposed adverse action. For expedited actions, no formal grievance hearing is required.
 2. In the case of a proposed adverse action other than a proposed lease termination, SHA 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. [966.4 (e)(8)]
- (i) To provide reasonable accommodations to disabled persons

IX. Tenant's Obligations: Tenant shall be obligated:

- (a) Not to assign the Lease, nor sublease the dwelling unit. [966.4 (f)(1)]
- (b)
 1. Not to give accommodation to boarders or lodgers; [966.4 f)(2)]
 2. Not to give accommodation to long term guests (in excess of 14 days per calendar year) without the advance written consent of SHA.
 3. Not to allow loitering on or near the premises lease to the Tenant.
- (c) To use the dwelling unit solely as a private dwelling for Tenant and Tenant's household as identified in PART I of the Lease, and not to use or permit its use for any other purpose. [966.4 (f)(3)]
 This provision does not exclude the care of foster children or live-in care of a member of Tenant's family, provided the accommodation of such persons conforms to SHA's occupancy standards, and so long as SHA has granted prior written approval for the foster child(ren), or live-in aide to reside in the unit. [966.4 (d)((3)(i))]
- (d) To abide by necessary and reasonable regulations promulgated by SHA for the benefit and well-being of the housing project and Tenants. These regulations and house rules shall be posted in a conspicuous manner in the project office and incorporated by reference in this Lease. Violation of such regulations constitutes a violation of the Lease. [966.4 (f)(4)]
- (e) To comply with the requirements of applicable state and local building or housing codes, materially affecting health and/or safety of Tenant and household. [966.4(f)(5)]
- (f) To keep the dwelling unit and other such areas as may be assigned to Tenant for exclusive use in a clean and safe condition. [966.4(f)(6)] This includes keeping front and rear entrances and walkways for the exclusive use of Tenant, free from hazards and trash and keeping the yard free of debris and litter. Exceptions to this requirement may be made for Tenants who have no household members able to perform such tasks because of age or disability. [966.4 (g)]

- (g) To dispose of all garbage, rubbish, and other waste from the dwelling unit in a sanitary and safe manner only in containers approved by SHA. [§ 966.4(f)(7)] To refrain from, and cause members of Tenant's household or guest to refrain from, littering or leaving trash and debris in common areas.
- (h) To use only in reasonable manner all electrical, sanitary, heating, ventilating, air-conditioning, and other facilities and appurtenances. [966.4(f)(8)]
- (i) To refrain from, and to cause household and guests to refrain from destroying, defacing, damaging, parking on the grass or removing any part of dwelling unit or project. [966.4 (f)(9)]
- (j) To pay reasonable charges (other than for wear and tear) for the repair of damages to the dwelling unit, project buildings, facilities, or common areas caused by Tenant, household members or guests. [§ 966.4(f)(10)]
- (k) To act, and cause household members or guests to act in a manner that will:
 1. Not disturb other residents' peaceful enjoyment of their accommodations; and
 2. Be conducive to maintaining all SHA projects in a decent, safe, and sanitary condition. [966.4 (f)(11)]
- (l) To assure that Tenant, any member of the household, a guest, or another person under Tenant's control, shall not engage in:
 1. Any criminal activity that threatens the health, safety, or right to peaceful enjoyment of SHA's public housing premises by other residents or employees of SHA, or;
 2. Any drug-related criminal activity on or off such 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 possession, manufacture, sale, distribution, use or possession with intent to manufacture, sell, distribute, or use, of a controlled substance as defined in Section 102 of the Controlled Substances Act.) [966.4 (f)(12)]
 3. Any activity that would be a violation of "one strike" provisions.
- (m) To make no alterations or repairs or redecorations to the interior of the dwelling unit or to the equipment, nor to install additional equipment or major appliances without written consent of SHA. To make no changes to locks or install new locks on exterior doors without SHA'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 SHA.
- (n) To give prompt prior notice to SHA, in accordance with section VIII hereof, of Tenant's leaving dwelling unit unoccupied for any period exceeding 14 calendar days.
- (o) To act in a cooperative manner with neighbors and SHA Staff. To refrain from and cause members of Tenant's household or guests to refrain from acting or speaking in an abusive or threatening manner toward neighbors and SHA staff.
- (p) Not to display, use, or allow members of Tenant's household or guests to display, use any firearms, (operable or inoperable) or other illegal weapons as defined by the laws and courts of the State of Arkansas anywhere on the property of SHA.
- (q) To take reasonable precautions to prevent fires and to refrain from storing or keeping flammable materials upon the premises.
- (r) To avoid obstructing sidewalks, areaways, galleries, or passages and to avoid using these for purposes other than going in and out of the dwelling unit.
- (s) To refrain from erecting or hanging radio or television antennas on or from any part of the dwelling unit without the written approval of SHA.
- (t) To refrain from placing signs of any type in or about the dwelling except those allowed under applicable zoning ordinances and then only after having received written permission of SHA.
- (u) To refrain from, and cause members of Tenant's household to refrain from keeping, maintaining, harboring, or boarding any animal of any nature in the dwelling unit except in accordance with the SHA's pet policy, unless a verified disability warrants the possession of a service animal or companion animal.
- (v) To remove from SHA property any vehicles without valid registration, license, and inspection stickers. To refrain from parking any vehicles in any right-of-way or firelane designated and marked by SHA. Any inoperable or unlicensed vehicle as described above will be removed from SHA property at Tenant's expense. Automobile repairs are not permitted on project site.

- (w) To remove any personal property left on SHA property when Tenant leaves, abandons or surrenders the dwelling unit. Property left on the premises is subject to disposal or storage as required by the laws of the State of Arkansas. Costs for storage and disposal shall be assessed against the tenant.
- (x) To use reasonable care to keep his dwelling unit in such condition as to ensure proper health and sanitation standards for Tenant, household members and neighbors. **TENANT SHALL NOTIFY THE AUTHORITY PROMPTLY OF KNOWN NEED FOR REPAIRS TO HIS DWELLING UNIT**, and of known unsafe or unsanitary conditions in the dwelling unit or in common areas and grounds of the Project. Tenant's failure to report the need for repairs in a timely manner shall be considered to contribute to any damage that occurs.
- (y)
 1. Not to commit any fraud in connection with any Federal housing assistance program, and
 2. Not to receive assistance for occupancy of any other unit assisted under any Federal housing assistance program during the term of the lease.
- (z) For each adult in the Tenant household to perform at least 8 hours per month of qualifying community service (as specified by the SHA) unless the requirement is waived due to age, disability, or the fact that an adult is excused from this requirement because he/she is working, attending an educational institution, or participating in some other qualified training program.
- (aa) Not to invite, allow, or create a situation that would cause any person or persons who have been banned from SHA property to be present on the SHA property, or in the dwelling unit. An up-to-date banned list is maintained at the SHA's office.
- (bb) To keep the premises and other such areas as may be assigned to the Tenant for exclusive use in a clean and safe condition. To use reasonable care to keep the premises clean and in such a condition as to prevent health, pest and sanitation problems from arising, to maintain the yard in the front, rear and/or sides of the premises in a neat and orderly fashion and free of trash; provided, however that Tenants who are unable to maintain their yards because of age or disability are exempt from such duties. Tenant shall notify the SHA of the need to be exempt from yard maintenance. Tenant shall notify SHA of known unsafe conditions within the premises, common areas, and grounds of the development that may lead to damage or injury.
- (cc) Tenant shall do nothing that may block the access or egress of the unit.
- (dd) If dryers and other appliances are allowed, tenant shall contact SHA for proper installation.
- (ee) To refrain from consumption of alcoholic beverages in common areas which includes sidewalks, parking lots, playgrounds, parks, yards, or common spaces. Common areas means and refers to those portions of the housing development that are not leased for the exclusive use and occupancy of a tenant and his or her family. Alcoholic beverages may be consumed in the apartment.
- (ff) Tenant shall not permit a registered sex offender to visit or reside in the dwelling unit.
- (gg) Tenant shall not engage nor allow any member, guest or visitor to engage in any behavior that would disturb the neighborhoods or communities peaceful enjoyment or the area or accommodations.

X. Defects Hazardous to Life, Health or Safety: In the event that the dwelling unit is damaged to the extent that conditions are created that are hazardous to the life, health, or safety of the occupants: [966.4 (h)]

SHA Responsibilities:

- (a) SHA shall be responsible for repair of the unit within a reasonable period of time after receiving notice from Tenant, provided, if the damage was caused by Tenant, household members, or guests, the reasonable cost of the repairs shall be charged to Tenant. [966.4 (h)(2)]
- (b) SHA shall offer Tenant a replacement dwelling unit, if available, if necessary repairs cannot be made within a reasonable time. SHA is not required to offer Tenant a replacement unit if Tenant, household members, or guests caused the hazardous condition. [966.4 (h)(3)]
- (c) Tenant shall accept any replacement unit offered by SHA.
- (d) In the event SHA, as described above cannot make repairs, 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 Tenant rejects alternative accommodations or if Tenant, household members, or guests caused the damage. [966.4 (h)(4)]

- (e) If SHA determines that the dwelling unit is un-tenantable because of imminent danger to the life, health, and safety of Tenant, and Tenant refuses alternative accommodations, this Lease shall be terminated, and any rent paid will be refunded to Tenant.

Tenant Responsibilities:

- (a) Tenant shall immediately notify the SHA of the damage and intent to abate rent, when the damage is or becomes sufficiently severe that Tenant believes he/she is justified in abating rent. [966.4 (h)(1)]
- (b) Tenant agrees to continue to pay full rent, less the abated portion agreed upon by SHA, during the time in which the defect remains uncorrected.

XI. Move-in and Move-out Inspections

- (a) Move-in Inspection: SHA and Tenant or representative shall inspect the dwelling unit prior to occupancy by Tenant. SHA will give Tenant 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 SHA and Tenant and a copy of the statement retained in Tenant's folder. [966.4 (i)] SHA will correct any deficiencies noted on the inspection report or reported within 7 days of the move-in inspection, at no charge to Tenant.
- (b) Move-out Inspection -- SHA will inspect the unit at the time Tenant vacates and give Tenant a written statement of the charges, if any, for which Tenant is responsible. Tenant and/or representative may join in such inspection, unless Tenant vacates without notice to SHA. [966.4 (i)]

XII. Entry of Premises During Tenancy

- (a) Tenant Responsibilities--
 - 1. Tenant agrees that the duly authorized agent, employee, or contractor of SHA will be permitted to enter Tenant's dwelling during the normal working hours of SHA for the purpose of performing routine maintenance, making improvements or repairs, inspecting the unit, or showing the unit for releasing. [966.4 (j)(1)]
 - 2. When Tenant calls to request maintenance on the unit, SHA shall provide such maintenance. If Tenant is absent from the dwelling unit when SHA comes to perform maintenance, Tenant's request for maintenance shall constitute permission to enter.
- (b) SHA's Responsibilities--
 - 1. SHA shall give Tenant at least 48 hours written notice that SHA intends to enter the unit. SHA may enter only at reasonable times. [966.4 (j)(1)]
 - 2. SHA may enter Tenant's dwelling unit at any time without advance notification when there is reasonable cause to believe that an emergency exists. [966.4 (j)(2)]
 - 3. If Tenant and all adult members of the household are absent from the dwelling unit at the time of entry, SHA shall leave in the dwelling unit a written statement specifying the date, time and purpose of entry prior to leaving the dwelling unit. [966.4 (j)(3)]

XIII. Notice Procedures

- (a) Tenant Responsibility-- Any notice to SHA must be in writing, delivered to the Administrative Office or to SHA's central office, or sent by prepaid first-class mail, properly addressed. [966.4 (k)(1)(ii)]
- (b) SHA Responsibility -- Notice to Tenant must be in writing, delivered to Tenant or to any adult member of the household residing in the dwelling unit, posted on the premises, or sent by first-class mail addressed to Tenant. [966.4 (k)(1)(i)]
- (c) Unopened, cancelled, first class mail returned by the Post Office shall be sufficient evidence that notice was given.
- (d) Return receipt for Registered or certified mail shall be sufficient evidence that notice was given, whether signed or unsigned.
- (e) If Tenant is disabled and request reasonable accommodation on the notice, the notices will be in an accessible format. [966.4 (k)(2)]

XIV. Termination of the Lease: In terminating the Lease, the following procedures shall be followed by SHA and Tenant:

- (a) 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 Tenant obligations set forth in Section IX above, or for other good cause. [966.4 (l)(2)]

Such serious or repeated violation of terms **shall include but not be limited to:**

1. The failure to pay rent or other payments when due; [966.4 (l)(2)]
 2. Repeated late payment, which shall be defined as failure to pay the amount of rent or other charges due in accordance with the lease. Any tenant served with a summons for non-payment of rent 4-times in succession or 4-times during a 12 month period shall constitute a repeated late payment and as such shall be subject to a lease termination; [966.4 (l)(2)]
 3. Misrepresentation of family income, assets, or composition; [966.4 (c)(2)]
 4. Failure to supply, in a timely fashion, any certification, release, information, or documentation on Family income or composition needed to process annual reexaminations or interim redeterminations. [966.4 (c)(2)]
 5. Serious or repeated damage to the dwelling unit, creation of physical hazards in the unit, common areas, grounds, or parking areas of any project site; [966.4 (l)(2)]
 6. Criminal activity by Tenant, household member, guest, or other person under Tenant's control, including criminal activity that threatens the health, safety or right to peaceful enjoyment of SHA's public housing premises by other residents, or any drug-related criminal activity. [966.4 (l)(2)]
 7. Weapons or illegal drugs seized in a SHA unit by a law enforcement officer; [966.4 (l)(2)]
 8. Any fire on SHA premises caused by carelessness or unattended cooking. [966.4 (l)(2)]
 9. Any violation of the terms of the lease or ACOP.
- (b) SHA shall give written notice of the proposed termination of the Lease of:
1. 14 days in the case of failure to pay rent;
 2. 3 days for threat to the life, health, or safety and for any expedited actions;
 3. A reasonable time, but not to exceed thirty days, considering the seriousness of the situation (but not to exceed 30 days) when the health or safety of other tenants or SHA staff is threatened;
 4. 30 days in any other case. [966.4 (l)(3)(i)(A), (B) & (C)]
- (c) The notice of termination:
1. The notice of termination to Tenant shall state specific reasons for the termination, shall inform Tenant of his/her right to make such reply as he/she may wish, and Tenant's right to examine SHA documents directly relevant to the termination or eviction. [966.4 (l)(3)(ii)]
 2. When SHA is required to offer Tenant the opportunity for a grievance hearing, the notice shall also inform Tenant of the right to request such a hearing in accordance with SHA's grievance procedures. [966.4 (l)(3)(ii)]
 3. Any notice to vacate (or quit) that is required by State or local law may be combined with, or run concurrently with the notice of lease termination under this section. [966.4 (l)(3)(iii)] The Notice to Vacate must be in writing, and specify that if Tenant fails to quit the premises within the applicable statutory period, appropriate action will be brought against Tenant, and Tenant may be required to pay the costs of court and attorney's fees.
 4. When SHA is required to offer Tenant the opportunity for a grievance hearing concerning the lease termination under SHA's grievance procedure, the tenancy shall not terminate (even if any Notice to Vacate under State or local law has expired) until the period to request a hearing has expired, or (if a hearing is requested) the grievance process has been completed. [966.4 (l)(3)(iv)]
 5. When SHA is not required to offer Tenant the opportunity for a hearing under the grievance procedure and SHA has decided to exclude such grievance for SHA grievance procedure, the notice of lease termination shall (a) state that Tenant is not entitled to a grievance hearing on the termination; (b) specify the judicial eviction procedure to be used by SHA for eviction and state that HUD has determined that this eviction procedure provides the opportunity for a hearing in a court that contains the basic elements of due process as defined in HUD regulations; and (c) state whether the eviction is for a criminal activity that threatens health or safety of residents or staff or for drug-related criminal activity. [966.4 (l)(3)(v)]

6. SHA may evict Tenant from the unit only by bringing a court action. [966.4 (l)(4)]
- (d) Tenant may terminate this Lease at any time by giving thirty days written notice as described in Section XIII, above.
 - (e) In deciding to evict for criminal activity, SHA shall have discretion to consider (or not to consider) all of the circumstances of the case, including the seriousness of the offense, the extent of participation by or awareness of family members, and the effects that the eviction would have both on family members not involved in the proscribed activity and on the family's neighbors. In appropriate cases, SHA 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 unit. SHA may require a family member who has engaged in the illegal use of drugs to present credible evidence of successful completion of a treatment program as a condition to being allowed to reside in the unit. [966.4 (l)(5)]
 - (f) When SHA evicts a Tenant from a dwelling unit for criminal activity SHA shall notify the local post office serving that dwelling unit that such individual or family 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 property. [966.4 (l)(5)(ii)]
 - (g) Victims of domestic violence that are protected and in compliance with all other terms of the lease and VAWA requirements shall not be considered in violation of the terms of the lease for actions as stated in the Violence Against Women's Act (VAWA). Nothing in the lease shall prevent the SHA from bifurcating the lease to terminate assistance to remove a lawful occupant or tenant who engages in criminal acts of violence to family members or others without terminating assistance/evicting victimized lawful occupants.

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

XVI. Housekeeping Standards: In an effort to improve the livability and conditions of the apartments owned and managed by SHA, uniform standards for resident housekeeping have been developed for all tenant families.

- (a) **SHA Responsibility:** The standards that follow will be applied fairly and uniformly to all Tenants. SHA will inspect each unit at least annually, to determine compliance with the standards. Upon completion of an inspection SHA will notify Tenant in writing if he/she fails to comply with the standards. SHA will advise Tenant of the specific correction(s) required establishing compliance. Compliance will be in accordance to the ACOP.
- (b) **Tenant responsibility:** Tenant is required to abide by the standards set forth below. **Failure to abide by the Housekeeping Standards 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.**
- (c) **Housekeeping Standards: Inside the Apartment**
 - 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 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: shall be disposed of properly and not left in the unit.
 - (9) Entire unit should be free of rodent or insect infestation.
 - Kitchen--
 - (1) Stove: should be clean and free of food and grease.
 - (2) Refrigerator: should be clean. Freezer door should close properly and freezer 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. Heavy pots and pans should not be stored under the sink.
- (4) Exhaust Fan: should be free of grease and dust.
- (5) Sink: 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.

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.

Storage Areas--

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

(d) Housekeeping Standards: Outside the Apartment

The following standards apply to family when the area noted is for the exclusive use of Tenant:

- (1) Yards: should be free of debris, trash, and abandoned cars. 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 shall not impede access to the unit. Porches and the exterior of the unit shall have no "inside" type furniture of any type on them.
- (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) Utility room: should be free of debris, motor vehicle parts, and flammable materials.
- (9) Maintain the yard in accordance with the terms of the lease.

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