

DWELLING LEASE

HUNTSVILLE HOUSING AUTHORITY

This first page of your lease may change because of provisions in Section III. Tenant agrees to replace this page or abide by a lease addendum provided by the Landlord in a Notice of Rent Adjustment and mailed to the Tenant as required. Tenant agrees that the remainder of the lease shall remain in full force and effect.

THIS LEASE MUST BE SIGNED BY ALL ADULT MEMBERS OF THE FAMILY

Project Name 47- Project No
Unit No : _____

State of Alabama, Madison County

I. IDENTIFICATION OF PARTIES AND PREMISES:

The Housing Authority identified above, (called Landlord and/or HA in this lease) relying upon the statements, certifications, and other information provided by the Tenant, also known as Tenant in this Lease, concerning the household composition, income and employment of all family members as reported in Tenant's signed Application for Admission or Continued Occupancy, agrees to lease to Tenant under the terms and conditions of this lease the premises located at **UNIT ADDRESS** in Huntsville, Alabama, (called premises in this lease) consisting of **UNIT BEDROOM SIZE** bedrooms. By signing this lease Tenant agrees to all the terms and conditions of this lease.

	Members of Tenant Household	Household Member Code	Social Security Number
1.		HEAD OF HOUSEHOLD	
2.			
3.			
4.			
5.			
6.			
7.			
8.			
9.			

II. TERM, AMOUNT AND DUE DATE OF RENT, SECURITY DEPOSIT, AND OTHER CHARGES:

(A) Rent is due and payable in advance without notice on the first day of each month and is delinquent after the 8th day of the month. The monthly rent is \$«TenantTTP». The Utility Allowance allowed for the unit is \$«UnitUtilityAllowance». The Tenant shall pay on the first day of the month in advance to the housing authority the sum of \$ «TenantRents», which is the difference between the rent and the utility allowance allowed. If this is a negative amount, the Housing Authority shall pay this amount to the Tenant, or, at the discretion of the housing authority, jointly to the tenant and a utility provider, or directly to a utility provider, unless this lease has been terminated for violations of the provisions of the lease. If a redetermination of rent determines an amount previously due but unpaid, (retroactive rent) such redetermined rent amount may be included in the amount stated above as due monthly. Partial payments will not be accepted after the due date (first of each month). If the lease is terminated by the Landlord for violation of the terms of the lease, the Utility Allowance shall not be paid to or on behalf of the Tenant. The Utility Allowance will be deposited into an escrow account during the pendency of any grievance process that was timely filed. If an eviction action is filed in Court, no Utility Allowance will be paid to or on behalf of the Tenant unless ordered by a Court. This lease, until terminated for violation of the lease or modified as provided for herein (change in income or family composition, etc.), shall be automatically renewed for successive periods of one year. **FAILURE TO MEET THE COMMUNITY SERVICE REQUIREMENTS IN THE ADMISSIONS AND CONTINUED OCCUPANCY POLICY SHALL BE GROUNDS FOR NON-RENEWAL OF THE LEASE.** If Landlord must take legal action against Tenant because of a violation by Tenant of provisions of this lease, and Landlord prevails in such action, Tenant may be charged attorney fees, cost of collection and court costs associated with the legal action. Amounts due under this lease, other than rent, may be collected after Landlord gives Tenant a 14 day written notice.

(B) Tenant has paid a security deposit of \$ 100.00 . The security deposit may be used by Landlord at the termination of the lease toward payment of any rent or toward payment of any other costs made necessary because of Tenant's occupancy of the premises.

(C) Tenant is advised that any person who obtains or attempts to obtain, or who establishes or attempts to establish, eligibility for and any person who knowingly or intentionally aids or abets such person in obtaining or attempting to obtain, housing, or a reduction in public housing rental charges, or any rent subsidy, to which such person would not otherwise be entitled, by means of a false statement, failure to disclose information, impersonation or other fraudulent scheme or device shall be guilty of a misdemeanor and, upon conviction, shall be punished by a fine of not less than \$300.00 nor more than \$500.00 or be punished at hard labor for the county not to exceed 60 days, or may be both fined and imprisoned, at the discretion of the court. (24-1-10, Code of Alabama, 1975).

(D) Utilities and Utility Charges: Landlord also agrees to furnish _____ in the amounts specified in the posted Schedule of Utility Allowances. Tenant agrees to furnish and maintain all other utilities.

Zero Tolerance Policy:

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

This lease is effective the date that both parties sign below.

Date of Signature: _____

By: HA		Other Adult Member	
Head of House		Other Adult Member	
Spouse		Other Adult Member	
Other Adult Member		Other Adult Member	

I have received a copy of this lease and I hereby declare that the facts given in my Application for Housing and Continued Occupancy are true. I understand that if these facts are not true, this lease will be terminated and I will be required to vacate.

A \$ 20.00 LATE FEE IS CHARGED IF RENT IS NOT PAID BY THE 8th OF THE MONTH.

Copies of all procedures, policy and other documents referred to in this lease are available for review upon request during the normal business hours of Landlord.



III. REDETERMINATION OF RENT, DWELLING SIZE AND ELIGIBILITY:

- (A) Once a year, or as otherwise required by Landlord, Tenant agrees to furnish a signed statement and certification containing accurate information regarding family income, employment and family composition, for use by Landlord in re-determining rent, dwelling size and continued eligibility for assisted housing. In the event of failure or refusal of Tenant to report such information as required, Landlord may terminate this lease. The redetermination of rent and redetermination of proper dwelling size will be made in accordance with Landlord's computation of rents and Landlord's posted policies governing occupancy. When the Landlord re-determines the amount of rent payable by the Tenant or determines that the Tenant must transfer to another unit based on family composition, the Landlord shall notify the Tenant that the Tenant may ask for an explanation stating the specific grounds of the Landlord's determination, and that if the Tenant does not agree with the determination, the Tenant may request a hearing under the Landlord's grievance procedure. Adult members of the household are required to sign a copy of HHA's House Rules at each re-examination.
- (B) Monthly rent as shown on page 1 of this lease, or as adjusted in accordance with the provisions herein, will remain in effect for the period between regular rent determinations, unless there is a change in family income or family composition.
- (C) Within ten (10) calendar days after there is a change in family income or family composition, Tenant agrees to provide to Landlord, in writing, verifiable information regarding such change. Family members who move from the dwelling unit shall be removed from the lease. The resident shall report the move-out, in writing, within 10 calendar days of its occurrence. These individuals may not be readmitted to the unit and must apply as a new applicant household for placement of the waiting list. Medical hardship or other circumstances shall be considered by the Landlord in making determinations under this paragraph. Also, the remaining members of the family may be over housed according to the occupancy standards of the Landlord and required to transfer as specified below in Section IV (CC) of this dwelling lease.
- (D) Changes in rent will be made as follows:
 - 1. Tenant agrees to pay any increase in rent resulting from an increase in family income the first of the second month following the date in which such increase in family income occurred, and to pay any back (retroactive) rent due because of failure on the part of the Tenant to report such increase in family income;
 - 2. A decrease in rent resulting from a decrease in family income will be effective the first of the month following the actual date of the decrease of income and/or the date the tenant reported the decrease, in writing, which ever is later. The information must be verified, in writing, by the Landlord.
 - 3. Tenant agrees to pay any increase in rent resulting from the implementation of changes in rent computation or increases due to changes in regulations, policies, or procedures requiring implementation by the United States Department of Housing and Urban Development (HUD).
 - 4. Rent will not be reduced when there is a reduction in welfare payments received because of non-compliance with an economic self-sufficiency program, work activities requirements, and/or fraud in the welfare program.
 - 5. **MINIMUM RENT HARDSHIP EXEMPTIONS:** The HA shall immediately grant an exemption from application of the minimum monthly rent to any family making a proper request in writing who is unable to pay because of financial hardship, which shall include:
 - The family has lost eligibility for, or is awaiting an eligibility determination for a federal, state, or local assistance program, including a family that includes a member who is an alien lawfully admitted for permanent residence under the immigration and nationalization act who would be entitled to public benefits but for Title IV of the Personal Responsibility and Work Opportunity Reconciliation Act of 1996.
 - The income of the family has decreased because of changed circumstance, including loss of employment.
 - A death in the family has occurred which affects the family circumstances.
 - Other circumstances which may be decided by the HA on a case-by-case basis.

Head of Household Initials

All of the above must be proven by the Resident providing verifiable information in writing to the HA prior to the rent becoming delinquent and before the lease is terminated by the HA.



6. If a resident requests a hardship exemption (**prior to the rent being delinquent**) under this section, and the HA reasonably determines the hardship to be of a temporary nature, exemption shall not be granted during a ninety day period beginning upon the making of the request for the exemption. A resident may not be evicted during the ninety-day period for non-payment of rent. In such a case, if the resident thereafter demonstrates that the financial hardship is of a long term basis, the HA shall retroactively exempt the resident from the applicability of the minimum rent requirement for such ninety day period. This Paragraph does not prohibit the HA from taking eviction action for other violations of the lease.

IV. OBLIGATION OF TENANT; TENANT AGREES:

- (A) To use premises as your sole domicile and not to assign the lease or to sublease the premises;
- (B) Not to provide accommodations for boarders, lodgers, or others not listed on the lease as household members except as provided in paragraph (D) of this Section; and not to allow any person not on the lease to use a housing authority address as his/her mailing address without the permission of the landlord.
- (C) To use the premises solely as a private dwelling for the Tenant and the Tenant's household members identified in the lease, and not to use or permit its use for any other purpose except as provided for in Section V (B) of this lease;
- (D) That guests may visit with consent of a household member. The Tenant agrees that no member of the Tenant household authorized to reside in the unit shall have a guest for more than 14 days within a calendar year without the prior written consent of the Landlord. Guests may be permitted in a dwelling unit so long as they have no previous history of behavior on Landlord premises that would be a lease violation. Visits of more than 14 days in a calendar year shall be authorized only by the Landlord with advance documentation of extenuating circumstances. Guests remaining beyond this period shall be considered unauthorized occupants and the head of household shall be guilty of a breach of the lease. Tenants will not be given permission to allow a former Tenant of the Landlord who has been evicted to occupy the unit for any period of time. Violations of this paragraph **WILL BE CONSIDERED TO BE A SERIOUS VIOLATION OF THE MATERIAL TERMS OF THIS LEASE;**
- (E) To abide by necessary and reasonable regulations, including HHA House Rules, promulgated by Landlord for the benefit and well being of all Tenants, including the requirement to attend the Authority's Admissions Orientation Program (AOP) within sixty (60) days of the initial lease signing. **FAILURE TO ATTEND THE AOP WILL BE CONSIDERED A SERIOUS VIOLATION OF THE MATERIAL TERMS OF THIS LEASE WHICH MAY RESULT IN EVICTION.** The Authority may permit a tenant one (1) opportunity to correct this violation by attending the next scheduled AOP session;
- (F) To comply with all obligations imposed upon Tenants by applicable provisions of building and housing codes that materially affects health and safety;
- (G) To keep the premises, and such other areas as may be assigned to the Tenant for the Tenant's exclusive use, in a clean and safe condition;
- (H) To dispose of all ashes, garbage, rubbish, and other waste from the premises in a safe and sanitary manner;
- (I) Head of Household agrees to enter into a contract(s) with the local utility companies for utilities not furnished by the Landlord, and agrees to maintain contract(s) in force and effect during tenancy for delivery of utility services to Tenant's premises. **Tenant agrees that failure to maintain continuous utility service is considered to be a serious breach of this lease in that the cessation of service of gas, electricity or water is a threat to the safety and health of Tenants of the Landlord.** Landlord will not be responsible for failure to furnish utilities by reason of any cause beyond Landlord's control;
- (J) To refrain from, and to cause the household members and guests to refrain from destroying, defacing, damaging, or removing any part of the premises or project;
- (K) To pay reasonable charges other than for normal wear and tear for the repair of damages to the premises.
- (L) To act, and cause household members or guests to act, in a manner which will not disturb other Tenants' peaceful enjoyment of their accommodations and will be conducive to maintaining the project in a decent, safe and sanitary condition;



- (M) To assure that the Tenant, other persons under the Tenant's control, any member of the Tenant's household, or a guest, shall not engage in:
1. Any criminal activity on or off the Landlord's premises that the Landlord determines may interfere with or threaten the health, safety, or right to peaceful enjoyment of the premises by other Tenants, employees of the Landlord or any other person lawfully on the Landlord's premises. Any criminal activity by a covered person that threatens the health, safety, or right to peaceful enjoyment of the premises by other residents (including HA management staff residing on the premises) or threatens the health, safety, or right to peaceful enjoyment of their residences by persons residing in the immediate vicinity of the premises is grounds for eviction.
 2. Any drug-related criminal activity on or off such premises; or any activity by a tenant, member of the tenant's household, or guest, and any such activity engaged in on the premises by any other person under the tenant's control in which the Landlord determines that a tenant, guest, or other person under the tenant's control is illegally using a controlled substance. The HA may evict a family when the HA determines that a household member is illegally using a drug or when the HA determines that a pattern of illegal use of a drug interferes with the health, safety, or right to peaceful enjoyment of the premises by other residents.
 3. Abuse of alcohol that the Landlord determines that it has reasonable cause to believe that such illegal use (or pattern of illegal use) of a controlled substance, or abuse (or pattern of abuse) of alcohol, may interfere with the health, safety, or right to peaceful enjoyment of the premises by other Tenants, employees of the Landlord, or persons legally on the premises.
 4. The HA may terminate the tenancy if a member of the household is:
 - Fleeting to avoid prosecution, or custody, or confinement after conviction, for a crime, or attempt to commit a crime, that is a felony under the laws of the place from which the individual flees, or that, in the case of the State of New Jersey, is a high misdemeanor.
 - Violating a condition of probation or parole imposed under federal or state law.
 - Furnishes false or misleading information concerning illegal drug use, alcohol abuse, or rehabilitation of illegal drug users or alcohol abusers, the HA may terminate this lease.

VIOLATIONS OF THIS SECTION (M) SHALL BE CONSIDERED TO BE A SERIOUS VIOLATION OF THE MATERIAL TERMS OF THIS LEASE. A CRIMINAL CONVICTION OR ARREST IS NOT NECESSARY FOR THIS LEASE TO BE TERMINATED AND FOR EVICTION ACTIONS TO BEGIN. CRIMINAL ACTIVITY OR DRUG RELATED CRIMINAL ACTIVITY IS CAUSE FOR EVICTION UNDER SECTION XIV WITHOUT AN ARREST OR CONVICTION. THE HA MAY EVICT THE TENANT BY JUDICIAL ACTION FOR CRIMINAL ACTIVITY IF THE HA DETERMINES THAT THE COVERED PERSON HAS ENGAGED IN THE CRIMINAL ACTIVITY, REGARDLESS OF WHETHER THE COVERED PERSON HAS BEEN ARRESTED OR CONVICTED FOR SUCH ACTIVITY AND WITHOUT SATISFYING THE STANDARD OF PROOF USED FOR A CRIMINAL CONVICTION.

- (N) Not to keep or use flammable materials on the premises, such as gasoline, kerosene, mineral spirits, turpentine, paint, motor oil or other flammable materials or explosives (including fireworks);
- (O) Not to display any signs whatsoever, and not to use tacks, nails, screws, or any fasteners on any part of the premises except and under the conditions prescribed by Landlord;
- (P) Not to keep or allow dogs, cats, or any other animals or pets on the premises without the prior written consent of Landlord and in accordance with the Landlord's pet policy. Tenants are only allowed to keep common household pets in their units subject to the execution of the pet policy of the Landlord and proper execution of the Lease addendum for pets. Tenant agrees to comply with pet policy and violation of the pet rules, as outlined in the lease addendum, will be grounds for removal of the pet, termination of pet owner's tenancy or both. Violation of this Paragraph shall be considered to be a serious violation of this lease;
- (Q) To pay when due all charges due under this lease;
- (R) Not to install any clothes dryer, additional telephones, trees, shrubs, fences, additional locks, fixtures, radio or television antenna, or make any other alterations to the premises or grounds without the prior written



consent of the Landlord and then only under the conditions given by the Landlord for such consent; An additional security deposit may be required for approved alterations.

- (S) To refrain from any illegal or other activity that may be detrimental to or impair the physical or social environment of the project;
- (T) To use only in a reasonable, safe, and intended manner and only for the purpose intended, all utilities and electrical, plumbing, sanitary, heating, ventilating, air conditioning, and other equipment and facilities;
- (U) To immediately report to the Landlord any accident or injury or damage to pipes, toilets, drains, electric wires, equipment, or other property of the Landlord, and any other breakage or loss of any kind;
- (V) To park motorized vehicles only in designated parking areas and never on grassed areas; not to display vehicles for sale; not to grease, change oil, wash, or make major repairs to such vehicles; not to leave or park motorized vehicles in an inoperative condition;
- (W) To notify Landlord no later than the fifth day of any extended absence from the premises in excess of fourteen (14) calendar days; if the tenant willfully fails to do so, the landlord may recover actual damages from the tenant. During any absence of a tenant in excess of 14 days, the landlord may enter the dwelling unit at times reasonably necessary.
- (X) To abide by all necessary regulations and policies promulgated by the Landlord for the benefit and well being of the Landlord and Tenants. Said policies and regulations are posted in the Landlord's offices and are incorporated herein by reference.
- (Y) To report to Landlord within ten (10) calendar days, in writing, after there is a change in family income or family composition and to provide Landlord, in writing, verifiable information regarding such change (see also Section III (C) of this lease);
- (Z) To complete an application, or other written request, at the option of the Landlord, for the addition of a family member due to marriage or other legitimate reason, prior to the person or persons moving into the premises.
- (AA) Not to illegally discharge any type of firearm and not to possess any illegal and/or unregistered firearm in or near the premises. This includes but is not limited to B.B. guns and air powered rifles.
- (BB) Tenant agrees to perform seasonal maintenance or other maintenance tasks where performance of such tasks by Tenants of dwelling units of a similar design and construction is customary. Tenants unable to perform such tasks because of age or disability are exempt from this obligation.
- (CC) To transfer to an appropriate size dwelling unit based on family composition, upon notice by the Landlord that such a dwelling unit is available.
- (DD) To furnish complete and accurate written information in a timely manner.
- (EE) To correct any violation (other than a lease termination of tenancy/demand for possession) within seven (7) calendar days of receipt of written notice from the Landlord of the specific violation, except as provided to the contrary herein.
- (FF) To promptly remove any personal property left on the Landlord property when Tenant leaves, abandons or surrenders the dwelling.
- (GG) Not to commit, or allow members of Tenant's household to commit any fraud in connection with any federal housing assistance program, and not to receive or allow members of Tenant's household to receive assistance for occupancy of any other dwelling assisted under any federal housing assistance program during the term of this agreement, or any subsequent renewals.
- (HH) To provide to the Landlord with 10 calendar days advanced notice of intent to vacate and terminate this agreement. The notice shall be in writing and delivered to the rental office or sent by U.S. Mail properly addressed. If a family moves out and fails to provide the required 10 day notice, HHA will send out a 14-day abandonment letter to the property address. The tenant will be charged for any accrued rent and/or other charges due under this lease including damages to the unit until the 14 day notice period expires and HHA regains possession of the unit. When a family must give less than 10 days' notice due to circumstances beyond their control the PHA, at its discretion, may waive the 10 day requirement. Upon termination of this agreement, Tenant agrees that the unit shall not be considered "vacated" for the purpose of rent/and or any other charges, until the keys are returned and the Landlord accepts the unit.



- (II) Tenant or family member agrees that any person who is under a “no trespassing” notice of trespassing will not be allowed in or near the dwelling unit with the consent of the head of household or a family member. It will be a serious violation of this lease to allow any such person on or near the dwelling unit after notice to tenant of the person’s name and nature of trespass notice.
- (JJ) Tenant agrees to accept the HA’s offer of a revision to the existing lease. The HA may terminate the tenancy if the family fails to accept the HA’s offer of a revision to an existing lease within a reasonable time as determined by the HA.
- (KK) Tenant agrees that the HA may require the tenant to exclude a household member in order to continue to reside in the unit where that household member has participated in or been culpable for action or failure to act that warrants termination of the lease. The decision to exclude is solely that of the HA.
- (LL) Tenant agrees that this lease may also be terminated if the HA discovers after admission that the tenant was ineligible for admission.
- (MM) Tenant agrees that this lease may be terminated if the HA discovers material false statements or fraud by the tenant in connection with the application for assistance or with reexamination of income.
- (NN) An operational smoke detector is located in each apartment unit. Resident agrees to keep the smoke detector fully operational at all times and will immediately notify Landlord of any smoke detector malfunction. At no time will resident, any member of the household or any guest or the resident alter the smoke detector. Any such attempt or alteration shall be considered to be a serious breach of the lease and shall be grounds for termination of tenancy.
- (OO) Tenant agrees that the tenant and members of his/her household and guests of the resident will not use loud, profane, abusive or threatening language when speaking to or in the presence of HA staff or representatives of the HA.
- (PP) The tenant may not withhold payment of rent to the landlord, while in possession, to enforce any of the tenant's rights under this dwelling lease.

SPECIAL DEFINITIONS SECTION:

The Household Member codes referred to at Section I. of this lease are as follows: Y = Youth, E = Full Time Student 18 years or older, L = Live in Aide, A = Other Adult, K = Co-Head, F = Foster Child and S = Spouse.

Drug Related Criminal Activity: 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 by Federal or State of Alabama Controlled Substances Acts.

Guest: For purposes of this lease, the term *"guest"* means a person temporarily staying in the unit with the consent of a tenant or other member of the household who has express or implied authority to so consent on behalf of the tenant.

Covered person: A tenant, any member of the tenant’s household, a guest or another person under the tenant’s control.

Household: The family and any HA approved live-in aide.

Other Person Under the Tenant’s Control: The person, although not staying as a guest in the unit who is, or was at the time of the activity in question on the premises because of an invitation from the tenant or other member of the household who has express or implied authority to so consent on behalf of the tenant. Absent evidence to the contrary, a person temporarily and infrequently on the premises solely for legitimate commercial is not under the tenant’s control.

Premises: The dwelling unit and the structure of which it is a part and facilities and appurtenances therein and grounds, areas, and facilities held out for the use of tenants generally or whose use is promised by the rental agreement to the tenant.

Violent Criminal Activity: Any activity that has as one of its elements the use, attempted use, or threatened use of physical force substantial enough to cause, or be reasonably likely to cause, serious bodily injury or property damage.



V. TENANT'S RIGHT TO USE AND OCCUPANCY:

- (A) The Tenant, and members of the household authorized to reside on the premises in accordance with the lease, shall have the right to exclusive use and occupancy of the premises, including reasonable accommodation of guests. For purposes of this lease, the term "*guest*" means a person on the premises with the consent of a household member.
- (B) With the prior written consent of the Landlord, Tenant and members of the household may engage in legal profit-making activities on the premises, when the Landlord determines that such activities are incidental to the primary use of the premises for a residence by members of the household.
 - 1. With the prior written consent of the Landlord, a foster child or a live-in aide may reside on the premises. The factors considered by the Landlord in determining whether or not consent is granted may include:
 - (a) Whether the addition of a new occupant may require a transfer of the family to another unit, and whether such units are available.
 - (b) The Landlord's obligation to make reasonable accommodation for handicapped persons.
 - 2. *Live-in aide* means a person who resides with an elderly, disabled or handicapped person and who:
 - (a) Is determined to be essential to the care and well being of the person; as documented by a medical professional.
 - (b) Is not obligated for the support of the person; and
 - (c) Would not be living in the unit except to provide the necessary supportive services.

VI. ENTRY OF PREMISES DURING TENANCY:

Landlord may enter the premises under the following conditions:

- (A) Landlord shall, upon written notification stating the intended time and purpose of the entry delivered or posted on the primary door of the premises in advance at least two (2) calendar days or more, be permitted to enter the premises during reasonable hours for the purpose of performing routine inspections and maintenance, for making improvements or repairs, or to show the premises for re-leasing.
- (B) Landlord may enter the premises at any time without advance notification pursuant to a court order, the landlord has reasonable cause to believe the tenant has abandoned or surrendered the premises, when there is reason to believe an emergency exists; or when Tenant requests repairs, maintenance, or services.
- (C) In the event Tenant and all adult members of the household are absent from the premises at the time of entry, Landlord shall leave a notice specifying the date, time and purpose of entry prior to leaving the premises.
- (D) If a tenant refuses to allow lawful access, the landlord may obtain injunctive relief to compel access, or terminate the dwelling lease. In either case, the landlord may recover actual damages.

VII. OBLIGATIONS OF LANDLORD; LANDLORD AGREES:

- (A) To maintain the premises and other project premises in decent, safe, and sanitary condition;
- (B) To comply with requirements of applicable building codes, housing codes, and U.S. Department of Housing and Urban Development regulations that materially affect health and safety;
- (C) To make necessary repairs to the premises;
- (D) To keep project premises, facilities and common areas, not otherwise assigned to Tenant for maintenance and upkeep, in a decent, clean, safe and sanitary condition;
- (E) To maintain in 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 Landlord;



provided; however, that the Landlord is not responsible for damages caused by the malfunction of a refrigerator or freezer which causes damages to food or other personal property;

- (F) To provide and maintain appropriate receptacles and facilities (except containers for the exclusive use of an individual Tenant family) for the deposit of ashes, garbage, rubbish and other waste removed from the dwelling unit by the Tenant in accordance with Section IV (H) of this lease;
- (G) To supply running water and reasonable amounts of hot water and reasonable amounts of heat at appropriate times of the year (according to local custom and usage) except where the building that includes the premises is not required by law to be equipped for that purpose, or where heat or hot water is generated by an installation within the exclusive control of the Tenant and supplied by a direct utility connection.
- (H) To post schedules of special charges for services, repairs and utilities and rules and regulations which are incorporated by reference in this lease in the Landlord's project office and to furnish such documents to Tenants and applicants upon request. Such schedules, rules and regulations may be modified from time to time by the Landlord provided that the Landlord shall give at least 30-days written notice to each affected tenant setting forth the proposed modification, the reasons therefore, and providing the Tenant an opportunity to present written comments which shall be taken into consideration by the Landlord prior to the proposed modification becoming effective. The lease may be modified after giving residents sixty (60) days notice. A copy of such notice of proposed modification shall be:
 - 1. Delivered directly or mailed to each Tenant; or
 - 2. Posted in at least three (3) conspicuous places within each structure or building in which the affected dwelling units are located, as well as in a conspicuous place at the project office, if any, or if none, a similar central business location within the project.
- (I) To post in the office of Tenant's complex, or if there is not a property office, the central office of the Landlord, copies of all rules, regulations, schedules of charges and other documents which are part of this agreement, whether by attachment or reference, and to make any changes or modifications available to Tenant.

VIII. DEFECTS HAZARDOUS TO LIFE, HEALTH OR SAFETY:

In the event the premises are damaged to the extent that conditions are hazardous to life, health or safety of the Tenants, it is agreed that the following terms and conditions apply:

- (A) The Tenant shall immediately notify Landlord of the damage;
- (B) The Landlord shall be responsible for repair of the unit within a reasonable time: *Provided*, That if the damage was caused by the Tenant, Tenant's household members or guests, the reasonable cost of the repairs shall be charged to the Tenant;
- (C) Landlord shall offer standard alternate accommodations, if available, in circumstances where necessary repairs cannot be made within a reasonable time unless the Tenant rejects the alternative accommodation or if the damage was caused by the Tenant, members of the Tenant household or guests.
- (D) Rent shall be abated in proportion to the seriousness of the damage and loss in value as a dwelling if repairs are not made in accordance with Paragraph (B) of this Section or alternative accommodations not provided in accordance with Paragraph C of this Section, except that no abatement of rent shall occur if the Tenant rejects the alternative accommodation or if the damage was caused by the Tenant, members of the Tenant household or guests.
- (E) **HEALTH & SAFETY VIOLATIONS - A violation of any of the safety and health and safety hazards mentioned below will be considered a serious violation of your dwelling lease and may result in the termination of your lease and eviction.**
 - 1. **TRIPPING HAZARDS:** Exposed cords, for example: extension, cable, telephone, etc, are a tripping hazard and are not allowed on the floor or stairway of your apartment.
 - 2. **BEDROOMS WITH ONLY ONE WINDOW:** You are not allowed to block a window with



anything, for example: furniture, a fan, an air conditioner, etc., in any bedroom with only one window. In case of a fire or some other disaster, there must be a way to exit this room to the outside

3. **FIRE EXTINGUISHERS:** Any resident owned fire extinguisher must meet state and federal fire codes. Your fire extinguisher must be inspected once a year by a fire extinguisher service company and tagged with certification date, etc. If your fire extinguisher does not meet with safety requirements or is not properly charged, it must be removed from your apartment.
4. **WINDOW AIR CONDITIONERS:** Any window air conditioner must have a faceplate cover; otherwise, the unit must be removed from the apartment, because it is considered a safety hazard.
5. **SMOKE ALARMS:** Federal Regulations requires a working smoke alarm in each level of your apartment and according to your lease you cannot tamper with or cover your smoke alarm at any time, for any reason. If you tamper with or cover your smoke alarm you will be charged any and all appropriate posted maintenance charges for this offense and you may receive a notice to terminate your lease.
6. **ELECTRICAL:** All electrical panels/boxes/outlets must remain covered with switch plates and/or plug covers. It is also a violation to tamper with external/internal breaker or meter bases.
7. **HOT WATER HEATERS AND SPACE HEATERS:** Due to a fire hazard, no items are to be placed on top of or around your hot water heater or your space heater.
8. **DOOR LOCKS AND WINDOW LOCKS:** All entrance door locks and window locks must function properly, in order to secure your apartment. Please report any problems with your door docks and/or window to the maintenance department.

IX. ABANDONED PROPERTY AND FURNISHINGS:

Upon the abandonment of the premises, the Tenant hereby appoints the Landlord and/or the Landlord's employees, as Tenant's agent, to remove all personal property of whatever nature, including furniture and equipment left in or about the premises. The Landlord shall inventory the property of the abandoned premises prior to removal and storage and shall have the making of the inventory witnessed. The Tenant hereby further appoints the Landlord and/or the Landlord's employees, as Tenant's agent(s), to hold the said property for a period of thirty (30) calendar days and, if not claimed by the Tenant within such thirty (30) calendar days after the Tenant has abandoned the premises, then the Landlord is hereby authorized to donate said property to a charitable institution or sell the property to recover any rent or charges accruing due to the storage of the property, or otherwise dispose of said property. The Landlord may take possession of the dwelling after the Tenant has moved out. In the absence of actual knowledge of abandonment, it shall be presumed that Tenant has abandoned the dwelling if Tenant is absent from the dwelling for a period of fourteen (14) days from date of discovery, the rent is not current, and Tenant has not notified the Landlord by the fifth day of the intended absence.

X. NOTICES:

- (A) The Landlord shall notify the Tenant of the specific grounds for any proposed adverse action by Landlord. (Such adverse action includes, but is not limited to, a lease termination/demand for possession (If Applicable), transfer of the Tenant to another unit, or imposition of charges for maintenance and repair, or for excess consumption of utilities.)
- (B) The Landlord shall notify the Tenant of the opportunity for a hearing under the Landlord's grievance procedure for a grievance concerning a proposed adverse action except as provided in Section XII (F) of this lease:
 1. The notice of proposed adverse action shall inform the Tenant of the right to request such hearing. In the case of a lease termination/demand for possession, a notice of lease termination/demand for possession in accordance with Section XI (B) shall constitute adequate notice of proposed adverse action.



2. In the case of a proposed adverse action other than a lease termination/demand for possession, the Landlord shall not take the proposed action until the time for the Tenant to request a grievance hearing has expired, and (if a hearing was timely requested by the Tenant) the grievance process has been completed.
3. All notices in this lease may run concurrently without further notice at the discretion of the Landlord.

XI. NOTICE PROCEDURES:

- (A) The Landlord and the Tenant in giving notice one to the other shall use the following procedures:
- Except as provided in Paragraph C of this Section, notice to a Tenant shall be in writing and delivered in hand to the Tenant or to an adult member of the Tenant's household residing in the dwelling, or shall be considered delivered three calendar days after mailing with adequate prepaid postage in the United States mailed to the tenant's last known place of residence.
 - Notice to the Landlord shall be in writing, delivered to the project office or the Landlord's central office or sent by U.S. first class mail properly addressed.
- (B) Notice to terminate/vacate from Landlord shall comply with Alabama Law. Notice provided in this section does not apply to the notice required to terminate a tenancy or evict a tenant.
- (C) If the Tenant is visually impaired; all notices must be in a format understandable by Tenant.

TENANT AGREES TO GIVE LANDLORD 10 CALENDAR DAYS WRITTEN NOTICE OF HIS/HER INTENT TO VACATE THE APARTMENT UNIT.

XII. TERMINATION OF TENANCY AND EVICTION:

- (A) Landlord shall not terminate or refuse to renew this lease other than for serious or repeated violations of material terms of this lease such as failure to make payments due under this lease or to fulfill obligations of Tenant set forth in this lease or for other good cause. Good cause includes, but is not limited to:
- Criminal or other activity by a member of the household that threatens the health or safety of other public housing residents, HA employees, or of persons residing in the immediate vicinity of the premises; or
 - Criminal or other activity by a member of the household that threatens the health or safety of HA management staff.
- (B) If there is a material noncompliance by the tenant with the dwelling lease, the landlord may deliver a written notice to terminate the lease to the tenant specifying the acts and omissions constituting the breach and that the dwelling lease will terminate in 14 calendar days after receipt of the notice. If the breach is not remedied within the 14 days after receipt of the notice to terminate the lease, the dwelling lease shall terminate on the date provided in the notice to terminate the lease unless the tenant adequately remedies the breach before the date specified in the notice, in which case the dwelling lease shall not terminate.
- (C) The notice of lease termination/demand for possession shall state specific grounds for termination, and shall inform the Tenant of the Tenant's right to make such reply as the Tenant may wish. **The notice of lease termination and demand for possession may be combined into one document.** When the Landlord is required to afford the Tenant the opportunity for a grievance hearing, the notice shall also inform the Tenant of the Tenant's right to request a hearing in accordance with the Landlord's grievance procedure. The Landlord shall provide the Tenant a reasonable opportunity to examine, at the Tenant's written request, before a grievance hearing or judicial proceeding concerning a termination of tenancy or eviction, any documents, including records and regulations, which are in the possession of the Landlord, and which are directly relevant to the termination of tenancy or eviction. The Tenant shall be provided a copy of any such document at the Tenant's expense.
- (D) Any federally and state required notices shall run concurrently.
- (E) When the Landlord is required to afford the Tenant the opportunity for a hearing under the Landlord's grievance procedure for a grievance concerning the lease termination, the tenancy shall not terminate (even if any notice period provided for in Section XII. has expired) until the time for the Tenant to request a



grievance hearing has expired, and (if a hearing was timely requested by the Tenant) the grievance process has been completed.

- (F) When the Landlord is not required to afford the Tenant the opportunity for a hearing under the Landlord's grievance procedure, the notice of lease termination/demand for possession under this lease shall:
1. State that the Tenant is not entitled to a grievance hearing on the termination.
 2. Specify the judicial eviction procedure to be used by the Landlord for eviction of the Tenant, and state that the U.S. Department of Housing and Urban Development has determined that this eviction procedure provides the opportunity for a hearing in court that contains the basic elements of due process as defined in U.S. Department of Housing and Urban Development regulations.
 3. State whether the eviction is for any activity that may threaten the health, safety, or right to peaceful enjoyment of the premises by other tenants or employees of the Landlord; or any criminal activity or drug -related criminal activity on or off such premises.
- (G) If a tenant leaves property in the unit more than 14 days after termination by the landlord or the tenant pursuant to this lease, the landlord has no duty to store or protect the tenant's property in the unit and may dispose of it without obligation.

XIII. VIOLENCE AGAINST WOMEN ACT – PROTECTIONS FOR SURVIVORS OF DOMESTIC VIOLENCE

The following provisions are applicable to situations involving incidents involving actual or threatened domestic violence, dating violence, or stalking, as those terms are defined in Section 6(u)(3) of the United States Housing Act of 1937, as amended, (42 U.S.C. §1437d(u)(3)) and in HHA's Violence Against Women Act (VAWA) Policy. To the extent any provision of this section shall vary from or contradict any other provision of this lease, the provisions of this section shall prevail.

(A) Termination of tenancy.

1. An incident or incidents of actual or threatened domestic violence, dating violence, or stalking shall not constitute a serious or repeated violation of the lease by the victim of such violence; and
2. Criminal activity directly relating to domestic violence, dating violence or stalking, engaged in by a member of the tenant's household, a guest, or other person under the tenant's control, shall not be cause for termination of tenancy or occupancy rights, if the Tenant or any member of the Tenant's family is a victim of that domestic violence, dating violence, or stalking.
3. Notwithstanding anything to the contrary contained in paragraphs (A)1 and (A)2 of Section XIII, HHA may terminate Tenant's tenancy under this lease if it can demonstrate an actual and/or imminent threat to the health, safety or right to peaceful enjoyment of the premises by other tenants, employees of the landlord or any other person lawfully on the landlords premises.
4. Further, nothing in this section shall prohibit HHA from terminating tenancy under this lease based on a violation of this lease not premised on an act or acts of domestic violence, dating violence, or stalking against the tenant or a member of the tenant's household for which protection against termination of tenancy is given in paragraphs (A)1 and (A)2 of Section XIII.

(B) Bifurcation of Lease. Under the authority provided in Section 6(l)(6)(B) of the United States Housing Act of 1937, as amended (42 U.S.C. §1437d(l)(6)(B)), HHA may bifurcate this lease in order to evict, remove, or terminate assistance to any individual who is a Tenant or a lawful occupant under this lease and who engages in criminal acts of physical violence against family members or others. HHA may take such action without evicting, removing, terminating assistance to, or otherwise penalizing a victim of such violence who is the Tenant or a lawful occupant under this lease.

(C) Certification. If the Tenant or a lawful occupant, as a defense to termination of tenancy or an action to evict, claims protection under this section against such action, HHA may (but is not required to) request the individual to deliver to HHA a certification. The certification must be delivered within 14 days after the request for



certification is received from HHA and must be made in the manner described in the request. If the certification is not delivered within the time allowed, HHA may proceed to terminate tenancy and evict without reference to this section.

- (D) **Confidentiality.** Information provided to HHA concerning an incident or incidents of domestic violence, dating violence, or stalking shall be retained by HHA in confidence and disclosed only as permitted by applicable law.

XIV. EVICTION ONLY BY COURT ACTION:

The Landlord may evict the Tenant from the unit only by complying with State of Alabama statutory eviction requirements.

XV. EVICTION FOR CRIMINAL ACTIVITY:

- (A) *Landlord discretion to consider circumstances.* In deciding to evict for criminal activity, the Landlord shall have discretion to consider all the circumstances, including the seriousness of the offense, the extent of participation by family members, and the effects that the eviction would have on family members not involved in the criminal activity. In appropriate cases, the Landlord may permit continued occupancy by remaining family members and may impose a condition that family members who engaged in the criminal activity will not reside or be present on the premises without permission of the Landlord. A Landlord may require a family member who has engaged in the illegal use of drugs to present evidence of successful completion of a treatment program as a condition to being allowed to reside on the premises.
- (B) *Notice to Post Office.* When Landlord evicts an individual or family from the premises for engaging in criminal activity, including drug-related criminal activity, the Landlord shall notify the local post office serving the premises that such individual or family is no longer residing on the premises.

XVI. ACCOMMODATION OF PERSONS WITH DISABILITIES:

- (A) A handicapped person shall be provided reasonable accommodation to the extent necessary to provide the handicapped person with an opportunity to use and occupy the dwelling unit equal to a non-handicapped person.
- (B) The Landlord shall provide a notice to each Tenant that the Tenant may, at any time during the tenancy, request reasonable accommodation of a handicap of a household member, including reasonable accommodation so that the Tenant can meet lease requirements or other requirements of tenancy.

XVII. LEASE CHANGES:

Changes to this lease must be made by written addenda to this lease executed by both parties except for changes provided for in Section VII (H) of this lease. The failure of the family to accept the HA's offer of a revision to existing lease shall be grounds for termination.

XVIII. FAILURE TO PERFORM:

Tenant agrees that failure of the Landlord to insist upon strict performance of terms, covenants, agreements and conditions contained in this Lease, shall not constitute or be construed as a waiver or relinquishment of the Landlord's rights thereafter to enforce any such terms, covenant, agreement or condition and the same shall continue in full force and effect.

XIX. SECURITY DEPOSIT

Tenant agrees to pay a security deposit as specified in the lease. Failure to pay the required security deposit within the stipulated time period will result in the termination of this lease. Upon termination of the tenancy, money held by the landlord as security may be applied to the payment of accrued rent and the amount of damages that the landlord has suffered by reason of the tenant's noncompliance as itemized by the landlord in a written notice delivered to the tenant together with the amount due in accordance with Alabama law after termination of the tenancy and delivery of possession. Rent accrues until the keys are returned and/or the notice to vacate period has expired.

Upon vacating the premises, the tenant shall provide to the landlord a valid forwarding address, in writing, to which the deposit or itemized accounting, or both, may be mailed. If the tenant fails to provide a valid forwarding address,



the landlord shall mail, by first class mail, the deposit or itemized accounting, or both, to the last known address of the tenant or, if none, to the tenant at the address of the property. Any deposit unclaimed by the tenant as well as any check outstanding shall be forfeited by the tenant after a period of 180 days.

XX. PRE-OCCUPANCY AND PRE-TERMINATION INSPECTIONS:

The Landlord and the Tenant or a representative of the Tenant shall inspect the premises prior to commencement of occupancy by the Tenant. The Landlord will furnish the Tenant with a written statement of the condition of the premises, and the equipment provided with the premises. The Landlord and the Tenant shall sign the statement, and the Landlord in the Tenant's files shall retain a copy of the statement. The Landlord shall inspect the premises when the Tenant vacates the premises and furnish the Tenant with a statement of any charges to be made in accordance with Section IV. (K) Of this lease. Tenant shall be provided an opportunity to participate in the termination inspection unless the Tenant has vacated the premises without notice to the Landlord.

XXI. SEVERABILITY:

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

XXII. AVAILABILITY OF GRIEVANCE PROCEDURE:

All grievances concerning the obligations of the Tenant or the Landlord under this lease shall (except as provided in Section XII(F) of this lease) be resolved in accordance with the Landlord's grievance procedure.

XXIII. SOLICITATION, TRESPASSING AND EXCLUSION OF NON-TENANTS

The Landlord is committed to providing a decent, safe and sanitary environment throughout the Landlord's property. The Tenant hereby delegates to the Landlord, or agrees to the Landlord's reservation of the following rights to aid in providing a decent, safe and sanitary environment throughout the Landlord's property:

- (A) Tenant delegates to the Landlord the right, to be exercised by its employees and authorized agents, to regulate solicitation and prohibit trespassing on Landlord property by non-Tenants of the Landlord, unless the express written permission of the Landlord is properly obtained in advance and in accordance with any applicable policies and/or procedures of the Landlord. The Landlord shall exercise this right to the extent allowable by all applicable laws and/or regulations.
- (B) The Landlord reserves the right, to be exercised by its employees and authorized agents, to exclude non-Tenants, including but not limited to, guests (as defined herein) who, (i) conduct themselves in a manner to disturb the Tenants' peaceful enjoyment of their accommodations, community facilities or other areas of Landlord property; (ii) engage in illegal or other activity which would impair the physical and social environment on Landlord premises; (iii) engage in any activity that may threaten the health, safety or peaceful enjoyment of Landlord premises by Tenants of the Landlord, employees of the Landlord or persons lawfully on the premises; (iv) engage in criminal activity or drug-related criminal activity (as defined herein), on or off Landlord premises; (v) engage in destroying, defacing, damaging or removing Landlord equipment, vehicles and/or any part of the dwellings, buildings, facilities, or other areas of Landlord premises; (vi) engage in the illegal use or illegal possession of firearms and/or other offensive weapons anywhere on Landlord premises; and/or (vii) intentionally violate necessary rules, regulations, policies and/or procedures set forth by the Landlord for the benefit and well being of Landlord, Tenants, employees and premises, in effect at the time this Agreement is entered into and hereafter promulgated by the Landlord, of which such non-Tenants have been made aware. Landlord shall exercise this right to the extent allowable by all applicable laws and/or regulations.

THE LANDLORD RESERVES THE RIGHT TO SECURE THE DWELLING AND/OR REMOVE THE TENANT'S PERSONAL PROPERTY TO A STORAGE FACILITY UPON THE DEATH OR INCAPACITY OF A SOLE TENANT, UNTIL SUCH TIME AS A PROPERLY VERIFIED PERSONAL REPRESENTATIVE, NEXT OF KIN, OR TENANT'S BENEFICIARY (AS LISTED ON PAGE 14 OF THIS LEASE), EXECUTES THE PROPER RECEIPTS REQUIRED BY THE LANDLORD FOR THE TENANT'S PERSONAL PROPERTY, OR HAS RECEIVED A COURT ORDER GIVING ACCESS, CONTROL OR POSSESSION TO TENANT'S PERSONAL PROPERTY.



XXIV. DESIGNATION OF RESPONSIBLE PARTY

Tenant designates the following adult person as the party to be responsible for removal and proper disposition of Tenant’s personal property in the event of the death or incapacity of a sole Tenant, or in the event that this agreement is terminated, by the Landlord, and Tenant is otherwise unavailable:

Name		Relationship	
Address			
Home Phone		Other Phone	

Property shall be stored as provided in the abandoned property of this lease, and all costs incurred by the Landlord pursuant to the schedule of charges shall be repaid prior to the removal of the property as provided herein. If the property is not removed within 30 days of notice, the Landlord may dispose of the property as provided in this agreement.

XXV. DISCLOSURE OF INFORMATION ON LEAD-BASED PAINT AND LEAD-BASED PAINT RISKS.

Housing built before 1978 may contain paint containing lead. The landlord has disclosed the presence of known lead-based paint and lead-based paint risks in the dwelling and has provided a pamphlet issued by the government on lead poisoning prevention. The landlord has made available to me access to written files containing notice of risk assessments, paint inspections, and/or hazard reduction activities relating to lead paint relating to my apartment. **Head of Household’s initials is acknowledgment of:**

Initials	Question
	I do not want to review the Lead-Based Paint records referenced above; OR
	I do want to review the Lead-Based Paint Records referenced above.
	I was given the opportunity to review all the records and reports documenting the testing and abatement of lead-based paint hazards.
	I received a copy of the pamphlet, “Protect Your Family from Lead in Your Home.”

THE LANDLORD SHALL NOT BE RESPONSIBLE TO TENANT FOR CONDITIONS CREATED OR CAUSED BY THE NEGLIGENT OR WRONGFUL ACTS OR OMISSIONS BY TENANT, MEMBERS OF TENANT’S HOUSEHOLD, OTHER PERSONS OR GUESTS, AS DEFINED HEREIN. **THE TENANT ACKNOWLEDGES THAT HE/SHE SHOULD CONSIDER OBTAINING RENTER’S INSURANCE TO COVER PERSONAL PROPERTY.**

ANY DRUG RELATED OR CRIMINAL ACTIVITY SHALL BE CONSIDERED TO BE A SERIOUS VIOLATION OF THE MATERIAL TERMS OF THIS LEASE. **A CRIMINAL CONVICTION OR ARREST IS NOT NECESSARY FOR THIS LEASE TO BE TERMINATED AND FOR EVICTION ACTIONS TO BEGIN.** CRIMINAL ACTIVITY OR DRUG RELATED CRIMINAL ACTIVITY IS CAUSE FOR EVICTION WITHOUT AN ARREST OR CONVICTION. THE HA MAY EVICT THE TENANT BY JUDICIAL ACTION FOR CRIMINAL ACTIVITY IF THE HA DETERMINES THAT THE COVERED PERSON HAS ENGAGED IN THE CRIMINAL ACTIVITY, REGARDLESS OF WHETHER THE COVERED PERSON HAS BEEN ARRESTED OR CONVICTED FOR SUCH ACTIVITY AND WITHOUT SATISFYING THE STANDARD OF PROOF USED FOR A CRIMINAL CONVICTION.

RESIDENT AGREES AND ACKNOWLEDGES THAT LANDLORD SHALL HAVE NO DUTY TO PROVIDE POLICE SERVICES OR PRIVATE SECURITY TO THE RESIDENT, ANY GUESTS (INVITED OR NOT), OR THE APARTMENT COMMUNITY. RESIDENT SHALL LOOK SOLELY TO THE CITY POLICE DEPARTMENT FOR SECURITY PROTECTION. RESIDENT FURTHER AGREES AND ACKNOWLEDGES THAT, EVEN IF THE LANDLORD CHOOSES TO PROVIDE COURTESY SECURITY OR POLICE SERVICES, THESE SERVICES SHALL NOT CONSTITUTE ANY MODIFICATION OF THE ABOVE AGREEMENT. THE LANDLORD SHALL NOT BE LIABLE FOR FAILURE TO PROVIDE ADEQUATE SECURITY OR POLICE SERVICES, OR FOR CRIMINAL OR WRONGFUL ACTIONS BY OTHERS AGAINST THE RESIDENT OR GUESTS. IF THE LANDLORD DOES PROVIDE ANY SECURITY OF POLICE SERVICES, IT MAY ELECT TO REDUCE, MODIFY, TERMINATE, OR CHANGE THE NATURE, SCOPE, AND PROVIDER OF SUCH SERVICES WITHOUT NOTICE TO, OR CONSENT FROM, THE RESIDENT.

Tenant Signatures		Tenant Signatures	
1.	(Head of Household)	5.	
2.	(Spouse/Co-Head)	6.	



3.	7.
4.	8.

HHA Representative Signature:	
Title:	
Date:	



Growing Communities One Family At A Time
For More Than 70 Years

Huntsville Housing Authority

House Rules

These House Rules ("Rules") and the Admissions and Continued Occupancy Policy ("ACOP") are incorporated into the Lease by reference. Tenants agree to comply with the Rules, ACOP and Lease. These Rules are reasonably related to the safety, care and cleanliness of the building and the safety, comfort and convenience of the tenants. Failure to comply may lead to lease termination. Tenants may either view the Rules or ACOP at the Management Office, on the HHA website (www.huntsvillehousing.org) or request copies from the Management Office.

I) HHA'S RESPONSIBILITIES:

- A) These Rules will be applied fairly and uniformly to all tenants.
- B) Huntsville Housing Authority ("HHA") and representatives/designees of the Department of Housing and Urban Development ("HUD") will inspect each unit at least annually to determine compliance with Uniform Physical Conditions Standards ("UPCS"). Upon completion of an inspection, HHA will tell the tenant the specific correction(s) required for compliance and, if the first inspection finds areas of non-compliance, that training is available if needed for compliance. HHA will schedule a second inspection within a reasonable period of time. Failure of a second inspection constitutes a serious violation of the Lease. HHA has the right to inspect as many times as it deems necessary, with appropriate notice to the tenant.

II) TENANT'S RESPONSIBILITIES:

- A) **The tenant is required to abide by these Rules. Failure to abide by the Rules may result in termination of the Lease.**
- B) **OUTSIDE THE UNIT, the tenant must:**
 - 1) Keep the yard free of debris and trash. Exterior walls should be free of graffiti. Grease shall not be dumped on the exterior walls or grounds.
 - 2) Not damage the lawns or landscaping. At units where it is the tenant's responsibility, cutting/trimming the grass or shrubbery must be done in a timely manner, with the grass being no shorter than 2" and no higher than 4".
 - 3) Keep the front and rear porches and steps clean and free of hazards. Any items stored on the porch must not impede access to the unit.
 - 4) Keep the sidewalks clean and free of hazards.
 - 5) Ensure that storm doors and windows are kept clean and are not defaced. The glass and screens for the doors must remain intact with the door and/or window and in good repair.
 - 6) Keep the stairwells clean and uncluttered from trash, grease and other debris.
 - 7) Keep the utility room free of debris, motor vehicle parts, tires, and flammable materials, including lighter fluid, gasoline, or kerosene, and their containers.
 - 9) At HHA-owned properties, not hang clothes and other items from trees, windows, bushes, porches, railings, etc., but only from designated clotheslines. Wooden dryer racks are permitted for use to dry clothes outside the unit.
 - 10) Not hang or allow to be hung, wires or ropes from the windows, trees, or any other structure near a building.
 - 11) Not nail door wreaths into apartment doors. Tenants must use appropriate hangers, suction devices, or tape that will not damage the door finish.
 - 12) Remove all seasonal decorations within three weeks after the celebrated holiday.
 - 13) Not place trampolines, swing sets, kiddie pools or any other play equipment in the yards. HHA will remove the equipment at the tenant's expense.



- 14) Not place lawn furniture anywhere other than on patios and porches. HHA will remove lawn furniture at the tenant's expense.
- 15) Satellite Dishes cannot be attached to HHA buildings or mounted on poles anchored in the ground on HHA property. Only accepted mounting of satellite dish is on a tri-pod pole placed on REAR porch or patio of HHA housing unit.
- 16) Tenant must clean-up after pets use the bathroom in yard, in parking lots, sidewalks of HHA property.
- 17) Tenant must not have vehicles that are inoperable or have expired tags on HHA property. The tenant will receive a 24-notice to remove the vehicle from HHA property or it will be towed. If the vehicle is on a City street, within HHA property, the property management staff will contact the City of Huntsville's Code Enforcement department.

C) REDECORATION:

Tenants must obtain written permission from HHA to wallpaper, hang light fixtures or ceiling fans, paint, or install permanent carpet. In the case of unauthorized wallpapering or painting, HHA will refund the security deposit if the tenant restores the unit to its original condition, normal wear and tear excepted. **Should a tenant fail an occupied housing inspection due to unsanitary housekeeping or damage to HHA property, HHA will require the tenant to attend housekeeping classes.**

D) INSIDE THE UNIT:

- 1) Walls and baseboards: should be clean, free of dirt, grease, holes, cobwebs, and fingerprints.
- 2) Floors: should be clean, dry and free of hazards.
- 3) Ceilings: should be clean and free of cobwebs.
- 4) Keep stairwells clean, and uncluttered.
- 5) Windows: should be clean and not nailed shut. Curtain hardware, shades and blinds should be intact. Curtains shall have white cloth backings.
- 6) Woodwork: should be clean, free of dust, gouges, or scratches.
- 7) Doors: should be clean, free of grease, fingerprints, gouges and scratches. **Doorstops should be present.** Locks must all work. Tenants must not install any dead bolts, door chains, or door guards.
- 8) Keep the laundry area clean and neat. This includes removing lint from dryers and washers after each use. The equipment may only be used to wash and dry clothing or bedding. No other uses are permitted such as dyeing of fabric, etc.
- 9) Heating units, vents, and air conditioning units supplied by HHA: should be dusted and access uncluttered and not blocked.
- 10) Trash: must be disposed of properly and not left in the unit.
- 11) Entire unit should be free of rodent or insect infestation.
- 12) Kitchen—
 - (i) Stove: should be clean and free of food and grease.
 - (ii) Refrigerator: should be clean. Freezer door should close properly and freezer have not more than one inch of ice.
 - (iii) Cabinets: should be clean and neat. Cabinet surfaces and countertop should be free of grease and spilled food. Cabinets shall not be overloaded. Storage under the sink should be limited to small number of lightweight items to permit access for repairs. Heavy pots and pans must not be stored under the sink.
 - (iv) Exhaust Fan: should be free of grease, food particles, and dust.
 - (v) Sink: should be clean, free of grease and garbage. Dirty dishes must be washed and promptly put away.
 - (vi) Food storage areas: should be neat and clean without spilled food.
 - (vii) Trash/garbage: must be stored in a covered container until removed to the disposal area.
- 13) Bathroom—
 - (i) Toilet and tank: should be clean and odor free.
 - (ii) Tub and shower: should be clean and free of excessive soap scum, mildew and mold. Shower curtains should be in place, and of adequate length to prevent damage by moisture.
 - (iii) Lavatory: should be clean
 - (iv) Exhaust fans: should be free of dust.
 - (v) Floor should be clean and dry including baseboard areas.
- 14) Storage Areas—
 - (i) Linen closet: should be neat, organized and clean.
 - (ii) Other closets: should be neat, organized and clean. No highly flammable materials are to be stored in the unit.

- (iii) Other storage areas: should be neat, organized, clean and free of hazards.
- 15) Furnace / Water Heater Closets-
 - (i) Should be clean, neat and free of hazards, such as flammable materials, and accessible for maintenance repairs and inspections.
 - (ii) Resident must make sure that nothing is stored close to or on the hot water heater.
- 16) Tenants must not install a waterbed, except for documented medical requirements related to a specific disability. In such case, the tenant must provide proof of insurance and will be held responsible for all damages to HHA property resulting from water leak or other defects.

- 17) Tenants must refrain from hanging wet/damp clothes inside the unit to dry, as such conditions promote the growth of mold and mildew inside the unit.

E) OUTSIDE THE FAMILY SITE UNIT:

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

- 1) Porches (front and rear): no items are to be stored on the porch other than patio furniture. No barbecuing is permitted.
- 2) Parking lot: vehicles must not leak any fluids.
- 3) Common hallways: should be clean and free of hazards.
- 4) Fences: Must be kept free of vegetation and debris.

F) BUSINESS ESTABLISHMENT ON THE PREMISES:

The tenant must not carry on any business or display signs of any type on the premises without the prior written approval of HHA.

G) NOISE:

Tenants must exercise good judgment and thoughtfulness for others while playing musical instruments, recording devices, radios, TV sets, and other audio equipment. **Any noise disturbance identified within 20 feet of a tenant's apartment shall constitute a violation of the lease.**

H) PEST CONTROL:

HHA provides regularly scheduled treatment for common pests. Tenants are asked to notify the Maintenance Department if pest control treatment is needed. When treatment is scheduled, the tenant must remove items from cabinets, etc. as requested and follow all instructions of HHA staff or other pest control applicators. If a pest control problem is found by HHA staff or other inspectors during a unit inspection, HHA may declare that an emergency condition exists and immediately perform pest control in the dwelling unit without further notice to the tenant. If the unit is determined to be uninhabitable due to infestation, HHA will immediately contact the tenant.

I) NO TRESPASS LETTERS

The head of the household, household members, guests or visitors must not permit persons who have received a "No Trespass" notice from Huntsville Police Department to be in or near the unit. If a resident's guest is placed on "No Trespass," the head of household and all others on the lease over 18 years of age will be required to sign a Notice of Trespassing, after HHA is notified that a guest was placed on No trespassing list.

J) REFUSE AND TRASH:

- 1) Tenants must place all garbage, trash, and food waste in containers approved or provided by HHA and maintained in a sanitary and safe manner. Tenants must not set garbage outside units in non-garbage areas or containers at any time.
- 2) Tenants who have trash cans/containers and sheds must keep the trash cans in a location specified by the Housing Manager. Tenants must keep the doors to any shed or garage closed when they are not in use.
- 3) Tenants must refrain, and assure that household members and guests refrain, from littering or leaving trash and debris in any common areas, including all door stoops, porches, yards and dumpster enclosure areas. The tenant will be charged if HHA staff has to clean litter and debris from the yard and area surrounding the unit.

K) MISCELLANEOUS:

- 1) The tenant must:
 - (i) Not waste or use unreasonable amounts of water, electricity or heat that HHA pays for. Car washing is prohibited on all HHA properties.

- (ii) Not make any alterations or repairs to the premises or to the equipment on the premises and not install any additional fixtures or major appliances without the prior written approval of HHA.
- (iii) Be held strictly responsible for any loss or damage to his/her and other units resulting from overflow of sinks, bathtubs or basins in his/her unit. Tenants are responsible for the condition of their units.
- (iv) Immediately report to the Management Office any accident, damage or loss of any kind to water pipes, toilets, drains, fixtures or other HHA property, and any mold or mildew.
- (v) Not use or keep flammable materials or containers on the premises or in storage rooms and must not use any method of heating or air conditioning other than those supplied or approved in writing by HHA. In no event shall a stove or oven be used to heat the unit.
- (vi) Allow representatives of HHA, in accordance with the Lease, to enter the tenant's unit.

SAMPLE

- 2) HHA retains the right to control and prevent access into all buildings and grounds of all persons it has sufficient cause to consider undesirable.
- 3) HHA will, if asked, send a copy of a tenant notice to a case manager or other person identified by the tenant.
- 4) The head of the household is responsible for all keys HHA issues to them. Duplication of such keys is prohibited. The head of the household must make the request, if any household member needs extra keys. HHA may issue keys to others as a verified reasonable accommodation to the tenant.
- 5) The head of the household, household members, guests and visitors must not improperly secure doors to the building and garages and must only use proper entrances and exits.
- 6) Tenants may install alarm systems only after HHA gives its approval, and HHA will not unreasonably withhold approval. The tenant must supply an access code to their Management Office for use by Maintenance personnel and in emergency situations.
- 7) Tenants and household members must not receive mail addressed to persons who are not named in the Lease.
- 8) Tenants are not permitted to have live cut Christmas trees on any HHA property due to insurance restrictions.
- 9) Tenants must call in a work order to HHA within 24 hours of becoming aware of the presence of bed bugs in their unit. **It is the resident's responsibility to alert HHA to potential bed bug infestation, so that HHA can inspect and treat as necessary.**

L) RECENTLY PURCHASED AND NEWLY REHABILITATED SITES

- 1) As a condition of continued occupancy at HHA's recently purchased and newly rehabilitated sites (within the past 10 years), the tenant **must**:
 - a) be engaged in work activity as defined in the HHA ACOP (at least 20 hours weekly);
 - b) participate in a job training program and/or pursue education opportunities; or,
 - c) be actively involved in and compliant with a self-sufficiency program.
- 2) A family where the head, spouse, or sole member is employed at least 20 hours a week would meet the requirement for work activity.
- 3) Households where the head and spouse, or sole member is age 62 or older, or is a person with disabilities would also be eligible to reside at a site where work activity is a condition of continued occupancy.
- 4) If the family becomes unemployed for reasons beyond their control, they would be given ninety (90) days to regain employment, participate in a job training program and/or pursue education opportunities, or become actively involved in and compliant with a self-sufficiency program (e.g. FSS). During this 90-day period, the family would be required to work with an HHA coordinator to receive assistance with social services support, case management and employment search.
- 5) If the family becomes unemployed due to the onset of a disability, the family would be permitted to remain at the site.
- 6) If the family fails to locate and maintain employment of at least 30 hours a week or enroll in an eligible job training or self-sufficiency program by the end of the 90-day period, HHA will transfer the family to an appropriately-sized unit at a traditional public housing site. The cost of the transfer will be paid for by HHA.
- 7) Residents are not permitted to park in other residents' numbered spaces.
- 8) Residents are not permitted to prop the entrance doors open at Stone Manor.
- 9) Residents are not permitted to barbecue on patios.

I/We have read and understand these House Rules and agree to abide by them during my/our residency.

SIGNATURE(S) of all adults (Age 19 and older) in household:

Tenant: _____
(Head of Household)

DATE: _____

Tenant: _____

DATE: _____

Tenant: _____

DATE: _____

Tenant: _____

DATE: _____

SAMPLE