

HOUSING AUTHORITY OF THE COUNTY OF CONTRA COSTA
DWELLING LEASE

Development _____
Unit No. _____ Number of Bedrooms _____

1. **PARTIES.** This Lease Agreement (“Lease”) is entered into between the Housing Authority of the County of Contra Costa, a public body corporate and politic (“Authority”), and the following named tenant or tenants:

(collectively referred to as “Tenant”). Each Tenant is individually, jointly and severally responsible for performance of all obligations under this Lease including, but not limited to, the payment of rent and additional rent, as defined hereinafter.

2. **DESCRIPTION OF RESIDENCE.** Authority agrees to rent to Tenant the dwelling unit located at _____ (“Residence”) subject to the terms and conditions stated herein. The Residence is located in a federally-funded public housing development owned by Authority (“Development”). Tenant has the right to the exclusive use of the Residence under the terms of this Lease.

3. **EFFECTIVE DATE AND TERM.** The term of this Lease commences on _____ (“Effective Date”) and terminates on _____, and will be automatically renewed for 12-month terms unless earlier terminated by Authority or Tenant pursuant to this Lease.

4. **HOUSEHOLD MEMBERS.**

A. **Household Members.** This Residence is a private residence to be occupied only by the following persons, who are referred hereinafter as the "Household" or as "Household Members"). [List all following members, including Tenant, below]:

Name of Household Member	Relationship to Tenant
1.	Tenant
2.	
3.	
4.	
5.	
6.	
7.	
8.	
9.	

B. **Use of Residence.** Tenant shall use the Residence solely as a private dwelling for Tenant and Tenant's household as identified above and may not use or permit the Residence to be used for any other purpose. Tenant may not permit and must prohibit anyone other than a Household Member(s) from residing in the Residence during Tenant's absence. Tenant may not permit and must prohibit anyone other than a Household Member(s) from using the Residence as an address or as a "mail drop".

Tenant may not permit and must prohibit anyone from staying at the Residence for more than 14 consecutive calendar days or a total of 30 cumulative days during any 12 month period. Longer stays may be granted to the family upon Authority's prior written permission. Tenant must notify Authority when a guest(s)/visitor(s) will be staying for more than 5 consecutive calendar days. Authority may consider granting an exception to the length of stay only if the family can identify and provide documentation of the guest's or visitor's primary residence. Tenant must notify Authority within 24 hours if any guest is a registered sex offender, or has been convicted of the manufacture or production of methamphetamines. Failure to comply with this provision is a serious and material violation of the Lease and grounds for termination of the Lease.

(1) **Exceptions:**

a. A child who is not listed as a Household Member because the child lives outside of the Residence more than 50 percent of the time, is not subject to the time limitations applicable to guests as described above if the child is subject to a joint custody arrangement with Tenant or if Tenant has visitation privileges with the child.

b. Former residents of Authority who have been evicted are not permitted as overnight guests for 5 years from the date of eviction.

C. Adding or Removing Household Members. No person may be added to the Residence as a Household Member unless a prior written request is made to Authority and the proposed addition is approved in writing by Authority. No person will be added to the Residence as a Household Member unless that person is first screened by Authority and meets all applicable eligibility and screening requirements. Authority may, in its discretion, reject any proposed addition that results in overcrowding of the Residence. Tenant is not entitled to any priority or preference with regard to transfer to a new dwelling unit based on a change in the size of the household.

(1) Tenant agrees to wait for Authority approval before allowing additional persons to move into the Residence. Failure to comply with this provision is a serious and material violation of the Lease and grounds for termination of the Lease.

D. Live-In Aide. If a Household Member qualifies under Authority and federal regulations, policies and guidelines to have a Live-In Aide, the aide will have no tenancy rights. "Live-In Aide" means a person who resides with one or more elderly persons, or near-elderly persons, or persons with disabilities, and who:

(1) Is determined to be essential to the care and well-being of the persons;

(2) Is not obligated for the support of the persons; and

(3) Would not be living in the unit except to provide the necessary supportive services.

5. RENT.

A. Monthly Rent and Additional Rent. Tenant shall pay \$_____ rent per month ("Monthly Rent"), due and payable on or before the 1st day of each calendar month and will be considered delinquent after the 5th calendar day of the month, beginning _____. Unless directed to do otherwise by Authority, Tenant may pay rent only by personal check, certified check or money order. In the event that the term of this Lease begins on a day other than the 1st day of the month, the Monthly Rent stated above will be prorated based on a 30-day month and is due and payable at the time Tenant signs this Lease. The Monthly Rent is subject to change pursuant to Section 8 of this Lease. Maintenance and repair fees, utility charges, late charges and returned check charges will be deemed "Additional Rent". Authority will apply all money received from Tenant to the oldest amount due on Tenant's account.

B. Administrative Late Charge. If Authority does not receive Monthly Rent or Additional Rent by the 5th day after it is due, then Tenant is liable for an administrative late charge of \$25.00, which is due and payable 14 days after Authority gives written notice of said charge. This administrative late charge does not establish a grace period; Authority may serve a Notice to Pay Rent or Quit if the rent is not paid on its due date. Authority and Tenant agree that Landlord will sustain damage on account of any late payment of rent, including but not limited to added accounting, administrative, and management expenses and costs, but that it will be impracticable or extremely difficult to fix the actual damages. The parties agree that this late charge represents a fair and reasonable estimate of the damages that Authority will incur by reason of the late payment of rent.

C. Returned Checks. Tenant is liable for all bank charges incurred by Authority if Tenant's bank returns a rent check for insufficient funds or Tenant instructs the bank to stop payment of said funds. Tenant may be responsible for damages for returned checks pursuant to California Civil Code Section 1719. Authority may require Tenant to pay rent by certified check or money order if Tenant's bank has returned one or more personal checks within the last 12 months. Authority will not accept personal checks for past-due rent. This section does not establish a grace period, and Authority may serve a Notice to Pay Rent or Quit upon receipt of a returned check.

D. Rent After the Residence is Vacated. Tenant is liable for rent through the date that all Household Members vacate the Residence, provided that Tenant has given Authority at least 30 day written notice of Tenant's intent to vacate prior to the Household moving from the Residence. In the absence of such notice, Tenant is liable for rent for 30 days after the date Authority regains possession of the Residence, less any days the Residence has been re-rented.

E. Rent Liability Before Transfer to Another Unit. Except for an emergency transfer, Household will not be transferred to another Authority operated dwelling unit until payment of any unpaid balance due under the previous lease has been made.

6. DEPOSITS.

A. Security Deposit. Tenant must pay the sum of \$_____, to Authority as a security deposit. Payment of the security deposit shall be made either (check one):

- (1) _____ In full, before or at the time of move-in; or
- (2) _____ By payment of \$_____, at or before the time of move-in, with the balance paid in full by _____ (not to exceed 3 months from date of move-in).

Authority may use the security deposit upon termination of the Lease for any purpose permitted under California law. Authority will return the security deposit to Tenant, minus any deductions permitted by law, after all Household Members have vacated the Residence.

B. **Pet Deposit.** Authority may collect a pet deposit in accordance with Authority's Pet Policy. Tenant may request a refund of the pet deposit upon termination of the tenancy or after Tenant has provided documentation, to Authority's satisfaction, that Tenant no longer has a pet. Authority will refund such deposit only after an inspection of the Residence for pet damage and after making reasonable deduction for such damage.

C. **General.** No trust relationship between Authority and Tenant is created due to any deposit, and the Authority is not obligated to maintain the money paid toward security or pet deposits in a segregated account. Authority shall have no obligation to pay interest on any deposit. Tenant agrees to participate in a move-out inspection or pet removal inspection with Authority at the time of vacating the Residence or removal of the pet. If Tenant fails or refuses to participate in either the move-out inspection or the pet removal inspection, Authority's written inspection report will be conclusively presumed to be correct.

7. UTILITIES, APPLIANCES AND SERVICES.

A. **Authority Supplied Utilities.** Authority agrees to furnish the following checked utilities in accordance with current Schedule of Utilities Consumption posted in the Development office and in the Central office located at 3133 Estudillo Street, Martinez, CA:

Gas _____	Electricity _____	Water _____
Cable TV Hook-up _____	Garbage _____	Sewer _____

(1) **Appliances.** The Residence is equipped with a range, refrigerator and the following other appliances:

_____. Tenant shall not remove any of the appliances from the Residence. Other major electrical appliances such as air conditioners, freezers, extra refrigerators, washers, dryers, may not be installed and operated without the prior written approval of Authority. If Authority authorizes Tenant to have additional major electrical appliances in Residence, Tenant must ensure the appliance is operational and used as its intended purpose.

B. **Tenant-Paid Utilities.** An allowance for tenant-purchased utilities, as set forth in the current Schedule of Utilities Consumption (“Schedule of Utilities Consumption”), is posted in the Authority’s Development office and in Authority’s Central office located at 3133 Estudillo Street, Martinez CA (“Utility Allowance”). A Utility Allowance will be deducted from Tenant’s gross rent. Tenant is responsible for paying Tenant’s share of cable TV and services not included in the Utility Allowance. Tenant is required to have and maintain uninterrupted utilities to the Residence. Tenant’s failure to maintain utility service for any reason is a serious and material violation of the Lease and grounds for termination of the Lease.

(1) **Excess Utility Consumption.** If the Residence has an individual check meter for gas or electricity, Tenant will not be charged for a reasonable amount of gas or electricity use, as determined by the Schedule of Utilities Consumption. If gas or electricity use exceeds the amount allowed in the Schedule of Utility Consumption, then Tenant shall pay the excess amount.

C. **Changes to Utility Allowance.** Authority may change the Utility Allowance at any time during the term of this Lease, and will give Tenant 60 day written notice of the revised Utility Allowance along with any resultant changes in Monthly Rent.

D. **Compliance with Laws.** Tenant agrees not to waste utilities provided by Authority and will comply with any applicable law, regulation, or guideline of any governmental entity regulating utilities or fuels or restrictions of specific appliances.

E. **Service, Repair, Maintenance and Damage Charges.** Tenant must pay for any service, repair, maintenance or equipment made necessary by Tenant’s failure to keep the Residence (including appliances) in good condition, except for normal wear and tear. Tenant shall pay for the necessary repairs of any damage made by Household Members or their guests. A schedule of maintenance and damages charges is posted in the Development office.

F. **Payment of Charges.** Charges assessed to Tenant for maintenance or repair services or for excess utility consumption will be charged to Tenant’s account and are due and payable 14 days after Authority gives written notice of the charges. Nonpayment of maintenance and damages charges is a serious and material violation of the Lease and is grounds for termination.

8. **RENT DETERMINATIONS AND MODIFICATIONS.**

A. **Accordance with Applicable Laws.** All rent and unit size determinations and rent adjustments will be made in accordance with applicable federal regulations and Authority policies, copies of which are available in the Development office and in the Central office.

B. Regular Annual Reexamination. Once each year, as requested by Authority, Tenant shall attend an annual reexamination at the time and place noticed by Authority (“Annual Reexamination”). Tenant must supply Authority, when requested, with accurate information for use by Authority in conducting an Annual Reexamination. This includes, but is not limited to, the following:

- (1) Household composition (including, but not limited to, full name, sex, social security number and date of birth for each Household Member);
- (2) Each Household Member’s income amount, the source of that income, employment, assets, community service activities; and
- (3) Any other related information necessary to determine eligibility, Monthly Rent, annual income, adjusted income and rent.

Failure to attend the Annual Reexamination, supply information when requested, or provide accurate information is a serious and material violation of the Lease and is grounds for termination of the Lease.

C. Interim Rent Review. Authority has the right to demand that Tenant submit to an interim rent review if Authority believes that the Monthly Rent should be recalculated. Tenant may request an interim rent review at any time. Tenant shall attend any meetings held to conduct the interim rent review at the time and place specified by Authority and shall provide to Authority complete and accurate information as specified by Authority.

D. Releases and Verifications. Tenant shall comply with reasonable requests by Authority to sign releases for third-party information to enable Authority to verify information, submit documents for review, or provide other suitable forms of verification. If Tenant claims that a Household Member has vacated the Residence, Authority may require Tenant to submit proof, satisfactory to Authority, that the Household Member is no longer living in the Residence.

E. Tenant’s Reporting Requirements. Tenant shall report to Authority any of the following changes in family circumstances within 15 days after said circumstance occurs.

- (1) Any person is proposed to move into the Residence including, but not limited to births, adoptions or court-awarded custody.
- (2) Any Household Member receives unemployment compensation or general assistance, or if such compensation or assistance is terminated.
- (3) Any Household Member, 18 years or older, begins employment or begins to receive disability or social security benefits.

(4) There is a change in Tenant's family circumstances (such as a decrease in income) that would create a hardship situation. If income is decreased in accordance with the provisions of this subsection, Tenant shall report all increases in family income or decrease in expense deductions that occur prior to the next annual reexamination, within said 15 day period.

(5) If any Household Member vacates or is not occupying the Residence, including but not limited to, death or military service. Tenant is responsible for the actions of all Household Members until Authority has been notified in writing of the change.

(6) If any Live-In Aide, foster child or foster adult vacates or no longer resides in the Residence.

F. Effective Date of Rent Adjustment.

(1) **Annual Reexamination:** If Authority increases the Monthly Rent pursuant to a rent review or annual reexamination, then the new Monthly Rent is effective on the Household's annual reexamination anniversary date. If less than 30 days remain before the scheduled effective date of the rent increase, the increase takes effect on the first of the month following the end of the 30-day notice period. If Household causes a delay in processing information that will result in a rent increase, then Authority may make the increase retroactive to Tenant's annual reexamination date.

(2) **Interim Reexamination:**

a. If the Household's share of the rent is to *increase*:

1. The increase generally is effective on the first of the month following 30 days' notice to the family. If Household fails to report a change within the required time frames, or fails to provide all required information within the required time frames, the increase will be applied retroactively, to the date it would have been effective had the information been provided on a timely basis. Household is responsible for any underpaid rent and may be offered a repayment agreement in accordance with the policies in Authority's Admission and Continued Occupancy Policy ("ACOP").

b. If the Household's share of the rent is to *decrease*:

1. The decrease is effective on the first day of the month following the month in which the change was reported. In

cases where the change cannot be verified until after the date the change would have become effective, the change will be made retroactively.

(3) Tenant agrees to pay adjusted rents and back charges, if any, in accordance with the "Notice of Rent Adjustment".

(4) If Authority decreases the Monthly Rent pursuant to a rent review, then the revised Monthly Rent is effective on the first day of the month following the month in which the change was reported.

G. **Notice of Rent Adjustment.** When Authority re-determines the amount of rent payable by Tenant, not including determination of Authority's Utility Allowance, Authority will mail or deliver a notice of the determination to Tenant in accordance with Section 17 of this Lease.

9. **PETS.**

A. Tenant and Household shall not keep, or permit to be kept, any animal in, on or about the Residence without the express written permission of Authority.

B. If keeping an animal is approved by Authority, Tenant must sign a Pet Agreement in accordance with Authority's Pet Policy.

C. Pets that are not owned by Tenant are not allowed on the Development. Household is prohibited from feeding or harboring stray animals.

D. Tenant must pay a non-refundable pet fee to cover the reasonable operating costs to the Development relating to the presence of pets.

E. Keeping an animal in violation of the Pet Policy, failing to remove the pet, or failing to correct a pet rule violation within the time period specified by Authority is a serious and material violation of this Lease and grounds for termination.

10. **INSPECTIONS AND ENTRIES.**

A. **Initial Inspection – Move In.** Authority and Tenant shall inspect the Residence before Tenant takes occupancy. Authority will furnish Tenant with a written statement of the condition of the Residence and the equipment provided with the Residence. Tenant and Authority shall sign the statement.

B. **Annual Inspection.** Tenant must submit to an annual inspection of the Residence, upon at least 48 hour notice from Authority. If the Residence fails inspection due to housekeeping or tenant-caused damages, Tenant will be given 10

calendar days to correct the noted items. Damages beyond normal wear and tear will be billed to Tenant. Repeated or excessive damages to the Residence beyond the normal wear and tear are a serious violation of the Lease and grounds for termination.

C. **Final Inspection – Move Out.** Authority will inspect the Residence when Tenant vacates (“Final Inspection”) and will furnish Tenant with a statement of damages to the Residence, if any, including charges to be deducted from the security deposit. Tenant may participate in the Final Inspection.

D. **Interim Inspections.** Tenant must permit Authority to perform interim inspections pursuant to Authority’s ACOP. A written statement specifying the purpose of the entry will be delivered to the Residence at least 48 hours before Authority conducts the interim inspection.

E. **Entry Without Advance Notice or in Absence of Adult Household Member.**

(1) Notwithstanding the foregoing, an employee or representative of Authority may enter the Residence at any time without advance notice when Authority has cause to believe that an emergency exists or if the Residence is actually abandoned.

(2) If all adult Household Members are absent from the Residence at the time of entry by Authority, then Authority will leave in the Residence a written statement specifying the date, time and purpose of the entry.

11. TRANSFERS.

A. **Tenant Shall Transfer At Authority Direction.** If Authority determines that Tenant’s Household should be transferred from the present Residence, then the Household must transfer to an alternate Authority unit within 5 calendar days after written notification by Authority that an alternate unit is available for occupancy. Failure to move in the specified time is a serious and material violation of this Lease. Upon receipt of the keys to the new unit, Tenant must immediately transfer all personal property to the new unit. Transfers made pursuant to Section 11.A.(1) and Section 11.A.(4) will be at Tenant’s sole expense. Grounds for requiring transfer to a new unit may include, but are not limited to, the following:

(1) The size of the Residence is no longer appropriate for the Household composition.

(2) A transfer is necessary to protect the health or safety of a Household Member or another Authority resident.

(3) A Household Member needs to live in a unit with special features (e.g., accessible access) not available at the Residence.

(4) The Residence has special features and Housing Authority determines that another family needs to live in a unit with the special features available at the Residence, and further determines that no Household Member needs those special features.

(5) A transfer is necessary to accommodate the remodel, modernization or repair of the Residence.

B. **New Lease; No Waiver.** If the Household transfers to another dwelling unit, then this Lease shall terminate and a new written lease agreement shall be executed for the new dwelling unit. By transferring Tenant to another dwelling unit, however, Authority does not waive its right to terminate the lease for that new unit or to evict the Household from that new unit based upon conduct that occurred before the transfer.

C. **Notice to Transfer.** When Authority determines that Tenant must transfer to another unit based on family composition, Authority will mail or deliver to Tenant a notice to transfer in accordance with Section 17 of this Lease.

12. **AUTHORITY RESPONSIBILITIES.**

A. Authority will maintain the Residence and the Development in a decent, safe and sanitary condition.

B. Authority will comply with applicable building and housing codes and Department of Housing and Urban Development regulations materially affecting health and safety.

C. Authority will make necessary repairs to the Residence.

D. Authority will keep Development buildings, facilities and common areas, not otherwise assigned to Tenant for maintenance and upkeep, in a clean and safe condition.

E. Authority will 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 Authority.

F. Authority will 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 Tenant removes from the Residence.

G. Authority will notify Tenant of the specific grounds for any proposed adverse action by Authority. The term “proposed adverse action” includes, but is not limited to, a proposed lease termination, transfer of the Household to another unit, or imposition of charges for maintenance and repair or for excess consumption of utilities.

(1) When Authority is required to afford Tenant the opportunity for a hearing for a grievance concerning a proposed adverse action, the notice of proposed adverse action will inform Tenant of the right to request such hearing. In the case of a lease termination, a notice of lease termination constitutes adequate notice of proposed adverse action.

(2) In the case of a proposed adverse action other than a proposed lease termination, Authority will not take the proposed action until the time for Tenant to request a grievance hearing has expired, and if a hearing was timely requested by Tenant, the grievance process has been completed.

H. Authority will consider lease bifurcation, as provided in 24 CFR 5.2009, in circumstances involving domestic violence, dating violence, or stalking addressed in 24 CFR part 5, subpart L.

I. Authority is not liable for any loss of or damage to Tenant’s personal property. It is Tenant’s sole responsibility to safeguard and insure such property.

13. OBLIGATIONS OF TENANT, HOUSEHOLD MEMBERS, GUESTS OR PERSONS UNDER TENANTS CONTROL. In addition to the other obligations set forth in this Lease, Tenant must comply with, and must cause Household Members, guests or persons under Tenant’s control to comply with the following rules:

A. Tenant may not assign the Lease or sublease the Residence. Any attempt by Tenant to assign or sublet all or any portion of Tenant’s interest under this Lease is a serious violation of the Lease and grounds for termination.

B. Tenant may not provide accommodations to boarders or lodgers.

C. Tenant must use the Residence solely as a private dwelling for Household Members and not for any other purpose, except when Tenant has received the prior written consent of Authority to conduct a specific lawful business.

D. Tenant must abide by rules promulgated by Authority for the benefit and well being of the Development and the tenants of the Development, which will be posted at the Development Office and are incorporated by reference in this Lease.

E. Tenant must comply with all obligations imposed upon tenants by applicable provisions of building and housing codes materially affecting health and safety.

F. Tenant must keep the Residence and such other areas as may be assigned to Tenant and Household for the Tenant's exclusive use in a clean and safe condition.

G. Tenant must dispose of all ashes, garbage, rubbish, and other waste from the Residence in a sanitary and safe manner.

H. Tenant must use the Residence, together with all electrical, plumbing, heating, sanitary, ventilating, air-conditioning, and other facilities and appurtenances including elevators, only in a reasonable manner.

I. Tenant must use reasonable care to keep the Residence in such condition as to ensure proper health and sanitation standards for Tenant, household members, and neighbors. Tenant will notify Authority promptly of any needed repairs to the Residence, which include but are not limited to any infestation of pests or rodents, and any unsafe or unsanitary conditions in the Residence, common areas, and Development. Tenant's failure to report the need for repairs or infestation in a timely manner will be considered as contributing to any damage that occurs.

J. Tenant may not store, hang or leave household property (including but not limited to indoor furnishings, electronics, garbage can and children's toys) outside the Residence, and may not allow the property of any Household Member or guest to remain outside the Residence, in such a way as to reduce the desirability of the property's appearance or to constitute a threat to the health and safety of the Household Members, Authority staff, or other community members.

K. Tenant must refrain from destroying, defacing, damaging or removing any part of the Residence or the Development. Tenant may not commit waste or suffer waste to be committed upon the Residence.

L. Tenant must refrain from tampering with any gas, electric, or other utility meter or line.

M. Tenant must pay reasonable charges for the repair of damages (other than normal wear and tear) to the Residence or the Development caused by Tenant, a Household Member or a guest.

N. Tenant must act in a manner that will not disturb the other residents' peaceful enjoyment of their accommodations and will be conducive to maintaining the Development in a decent, safe and sanitary condition.

O. Tenant must assure that all Household Members, guests or persons under Tenant's control do not engage in any of the following:

- (1) The violation of any criminal or civil law, ordinance or statute in the use and occupancy of the residence;
- (2) Any illegal or other activity which threatens the physical or social environment of the Development or which threatens the health, safety or the right to peaceful enjoyment of the Development by other residents, public or Authority employees; or
- (3) Any drug-related criminal activity in the Residence, in the Development, in the Vicinity of the Development, or at any other location away from Authority property, whether or not in the vicinity of the Development.

TENANT UNDERSTANDS AND AGREES THAT AUTHORITY HAS A POLICY OF ZERO TOLERANCE TO DRUGS. IT IS TENANT'S OBLIGATION TO ASSURE THAT NEITHER TENANT NOR ANY MEMBER OF TENANT'S HOUSEHOLD SHALL ENGAGE IN ANY DRUG-RELATED CRIMINAL ACTIVITY ON OR OFF AUTHORITY'S PROPERTY. IF ANY HOUSEHOLD MEMBER ENGAGES IN DRUG RELATED CRIMINAL ACTIVITY, AUTHORITY HAS THE RIGHT TO TERMINATE THIS LEASE, EVEN IF THE DRUG RELATED CRIMINAL ACTIVITY DID NOT OCCUR ON OR NEAR AUTHORITY PROPERTY. TENANT ALSO UNDERSTANDS AND AGREES THAT IT IS TENANT'S OBLIGATION TO INSURE THAT NEITHER THE GUEST OF ANY HOUSEHOLD MEMBER NOR ANY PERSON UNDER TENANT'S CONTROL SHALL ENGAGE IN ANY DRUG RELATED CRIMINAL ACTIVITY ON OR NEAR AUTHORITY PROPERTY. IF THE GUEST OF ANY HOUSEHOLD MEMBER OR ANYONE UNDER TENANT'S CONTROL ENGAGES IN DRUG RELATED CRIMINAL ACTIVITY ON OR NEAR THE RESIDENCE OR THE DEVELOPMENT, AUTHORITY HAS THE RIGHT TO TERMINATE THIS LEASE.

- (4) Any alcohol abuse or a pattern of abuse that threatens the health, safety or right to peaceful enjoyment of the Residence or Development by other Authority tenants, guests or neighbors.

P. Tenant may not have any illegal weapons, fireworks, explosives, combustible or hazardous materials in or around the Development.

Q. Tenant may not create or permit any condition to exist that results in risk to the health or safety of any person or damage to property.

R. Tenant may not make any repairs or alterations to the Residence, including but not limited to painting, wallpapering, changing locks, or installation of

mirrors that are affixed to walls or alarms, doors, affixed gates, window bars, carpets, antenna or satellite dishes, without the express written consent of Authority. Any such authorized repairs or alterations become part of the Residence.

S. Tenant must maintain the Residence in a manner that prevents mold or mildew from growing, including properly ventilating rooms, cleaning, and promptly reporting growth of mold and/or mildew to Authority. Tenant agrees to cooperate with Authority in the abatement of mold and/or mildew, including moving furniture away from walls, emptying closets, removing items from cupboards, and other actions necessary to make the affected areas accessible for abatement.

T. Tenant must immediately report any smoke detector/carbon monoxide malfunctions to Authority. Tenant may not damage, remove, tamper with or otherwise interfere with the normal operation of smoke detectors, sprinklers, or other safety devices within the Residence or Development. Tenant may not remove live batteries and must report worn out batteries to Authority.

U. Tenant may not violate any law regarding smoking while on the premises; may not smoke in any non-smoking dwelling unit; and may not smoke in any multi-unit residence common area where smoking is prohibited.

V. Tenant may not have a waterbed without prior written consent of Authority.

W. Tenant may not drive or park motor vehicles on areas not specifically designated for driving or parking and may not drive motor vehicles in an unsafe or unlawful manner, or in a manner that disturbs other tenants.

X. Tenant may not use parking areas or Development grounds for the repair of vehicles.

Y. Tenant must remove at Tenant's expense from the Development any motor vehicle, recreational vehicle (including boats), trailer or vehicle part(s) owned by any Household Member or guest which Authority determines to be uninsured, inoperative, unlawful to operate, abandoned, or not in reasonable use. Tenant must remove said vehicle after notice by Authority, within the time specified by such notice. Failing such removal, Authority, at its discretion, may remove the vehicle, recreational vehicle, trailer or vehicle part(s), and Tenant will be responsible for the cost of removal.

Z. Tenant must assure that all Household Members, guests, and persons under Tenant's control, do not trespass on or illegally enter Authority property where access is restricted, including but not limited to, vacant units and areas under construction.

AA. Tenant must maintain the grounds and landscaping adjacent to Tenant's Residence when assigned this responsibility by Authority. In the event Tenant fails or neglects to maintain fully the grounds assigned to Tenant for maintenance under this

Lease, Authority, in addition to any other remedies available to it, may require Tenant to pay Authority any and all expense incurred by Authority in the maintenance and repair of said grounds rendered necessary by such failure or neglect on the part of Tenant.

BB. Tenant may not cause, support, permit or maintain any nuisance in or about any part of the Residence or the Development and may not use the Residence for illegal purposes.

CC. Tenant must avoid blocking or obstructing any window in the Residence that may be required for emergency egress.

DD. Tenant may not remove the window coverings supplied by Authority. If a window covering is damaged beyond normal wear and tear or missing, Authority will replace at Tenant's expense.

EE. Tenant must comply with the Community Service Requirement as described in Authority's Community Service Policy. Tenant and other Household Members 18 years of age or older agree that all adult Household Members must, on a monthly basis, contribute 8 hours of community service or participate in a self-sufficiency program for 8 hours. Community Service hours must be performed monthly and may not be delayed beyond each month unless exempt under Authority's Community Service Policy.

FF. Tenant may not receive assistance for occupancy of any other unit assisted under any Federal housing assistance program during the term of the Lease.

14. **DAMAGE TO RESIDENCE OR DEVELOPMENT**

A. **Tenant's Obligation to Provide Notice of Damage.** Tenant must immediately notify Authority of any damage to the Residence or the Development.

B. **Hazardous Conditions.** If the Residence is damaged to the extent that conditions exist that are hazardous to life, health or safety of Household Members, then:

- (1) Tenant must immediately notify Authority of the damage;
- (2) Authority will repair the Residence within a reasonable time (if a Household Member or guest caused the damage, then the cost of repairs will be charged to Tenant);
- (3) Authority will offer standard alternative accommodations, if available, when necessary repairs cannot be made within a reasonable time; and
- (4) In the event that repairs are not made in a reasonable time and alternative housing is not available, then Authority will discount the

Monthly Rent in proportion to the seriousness of the damage and loss of use of the Residence. No discount will be made, however, if either Tenant rejects alternative accommodations or a Household Member or guest caused the damage.

15. **TERMINATION BY TENANT**

A. **Notice and Obligation to Vacate.** Tenant may terminate this Lease by giving at least 30 days prior written notice to Authority. Tenant must leave the Residence in as clean and good condition as Tenant received it at the start of Tenant's occupancy, reasonable wear and tear accepted, and return all keys to Authority. All Household Members and other occupants must completely vacate the Residence within the 30-day period.

B. **Personal Property.** After Tenant vacates the residence, either by expiration or termination of the Lease, or transfer of the Household unit to another dwelling unit, Tenant will be given the notice required by law concerning the disposition of any personal property of Tenant that remains on the residence. Tenant is responsible for all reasonable costs of storing such property. The property will be released to Tenant or its rightful owner only after Tenant or the rightful owner pays to Authority the reasonable costs of storage within the time required by law. Any property unclaimed after expiration of the period stated in the notice will be deemed abandoned and Authority may dispose of it without liability.

C. **Original Tenant's Absence; Rights of Remaining Household Members.** If Tenant(s) cease(s) to reside at the Residence permanently for any reason, the remaining Household Members may continue to occupy the Residence only if there is at least one qualified and responsible remaining adult Household Member(s) who enters into a new lease agreement with Authority within the time specified by Authority and only if the family is eligible for continued occupancy and is not in violation of this Lease. The new head of household will be charged for any outstanding debt incurred by the former Tenant. If no remaining Household Member(s) is qualified and eligible to continue to occupy the Residence, Authority will terminate this Lease.

D. **Tenant's Death or Disability.**

(1) If Tenant dies and there are no remaining adult Household Members living in the Residence at the time of Tenant's death who are qualified and eligible to continue to occupy the residence, this Lease terminates.

(2) If Tenant becomes so disabled that Tenant ceases to reside in the Residence, and there are no remaining adult Household Members living in the Residence who are qualified and eligible to continue to occupy the residence, Authority will terminate this Lease.

(3) Authority may permit an adult not on the Lease to be a new head of household after the death or departure of the original head of household assuming the individual is qualified, eligible to occupy the Residence and there are remaining minor children in the Residence.

16. TERMINATION BY AUTHORITY

A. **Grounds for Termination.** Authority may terminate or refuse to renew this Lease on any of the following grounds:

(1) Tenant's serious or repeated violations of material terms of the Lease, such as the failure to make payments due or to fulfill the obligations set forth in this Lease.

a. A Tenant who receives 3 notices of termination for failure to pay rent in a consecutive 12-month period is deemed to be in repeated violation of a material term of this Lease.

b. Four late payments within a 12-month period constitute a repeated violation and grounds for termination of the Lease.

(2) Tenant exceeds the income limit for the program as specified in HUD regulations.

(3) Other good cause, which includes but is not limited to:

a. Criminal activity or alcohol abuse;

b. Discovery after admission of facts that made Tenant or Household ineligible;

c. Discovery of material false statements or fraud by Tenant in connection with an application for assistance or with reexamination of income;

d. Failure of a family member to comply with Community service requirement provisions in HUD regulations;

e. Failure to accept Authority's offer of a lease revision to an existing lease.

(4) Tenant or any other Household Member is convicted of drug-related criminal activity for the manufacture or production of methamphetamine on the premises of any federally or publicly assisted housing.

(5) Tenant, a Household Member, or Tenant's guest engages in drug-related criminal activity on or off the Development.

(6) A person under Tenant's or a Household Member's control engages in drug-related criminal activity in or on the Development.

(7) Authority has determined that a Household Member has illegally used a drug or a Household Member has a pattern of illegally using a drug that interferes with the health, safety, or right to peaceful enjoyment of the Development by the other residents.

(8) Tenant or any Household Member or any unauthorized occupant has been convicted of a sexual criminal offense that is subject to the California Sex Offender Registration Program, or otherwise subject to a lifetime registration requirement under another state's sex offender registration program.

(9) Tenant is fleeing to avoid prosecution, or custody or confinement after conviction, for a crime, or attempt to commit a crime, that is a felony under the laws of the place from which the individual flees.

(10) Tenant fails to accept Authority's offer to revise this Lease.

(11) Any Household Member fails to sign and submit any consent forms required to be signed for any reexamination.

(12) Tenant fails to document eligible immigration status.

(13) The Household fails to disclose complete and accurate social security numbers of each Household Members and the documentation necessary to verify each social security number.

(14) Death of Tenant in a single member household.

B. Notice of Termination. Authority will give Tenant written notice of termination of the Lease, stating the grounds for the termination, and informing Tenant of the right to make such reply as Tenant may wish. The notice will also notify Tenant of Tenant's right to examine Authority documents directly relevant to the Lease termination and to request a grievance hearing, if applicable. The length of the notice will be as follows:

(1) 14 days in the case of failure to pay rent (including Rent an Additional Rent).

(2) 3 days in the case of creation or maintenance of a threat to the health or safety of other residents or Authority employees. This includes, but is not limited to the following:

- a. Any activity that threatens the health, safety or the right to peaceful enjoyment of other residents, Authority employees, or persons residing in the immediate vicinity of the Development; or
- b. Any drug-related criminal activity or violent criminal activity on or off Authority property; or
- c. If any Household Member has been convicted of a felony.

Neither an arrest nor a criminal conviction is necessary to terminate the Lease and evict Tenant under this subsection. Authority may, at its sole discretion, and without being under any obligation to do so, consider the circumstances of the case, including seriousness of the offense, the extent of participation by Household Members and the effect the eviction would have on Household Members who did not engage in the prohibited activity. Authority may, at its sole discretion, and without being under any obligation to do so, permit continued occupancy by non-offending Household Member(s) provided they agree that the offending Household Member(s) will not reside at or visit the Residence and will not be invited or allowed upon the Development. Authority may, at its sole discretion, and without being under any obligation to do so, require a Household Member who engaged in the illegal use of drugs to present evidence of successful completion of a satisfactory treatment program as a condition of being allowed to reside at the residence. This is not intended to be an exhaustive list, and Authority reserves its right to impose other conditions, terms and stipulations.

- (3) 30 days notice in all other cases.

17. LEGAL NOTICES

A. **To Tenant.** Any notices, demands or service of process to Tenant will be in writing and may be personally delivered to any Tenant, or to any adult Household Member or sent by first-class mail to the Residence and addressed to Tenant.

B. **To Authority.** Notices to Authority must be in writing and delivered to the Development Office or the Central Office personally or sent by first-class mail properly addressed.

18. GRIEVANCE PROCEDURE

In some instances, if Authority seeks to terminate the Lease or takes some other adverse action against the Household, Tenant may be entitled to a hearing to resolve the dispute or grievance with Authority. Authority's grievance procedures are set forth in Authority's Admissions and Continued Occupancy Policy ("Grievance Procedures"). The Grievance Procedures also set forth the process for requesting a hearing and the

procedures to be followed during the hearing. The Grievance Procedures are incorporated into the Lease by this reference and may be amended from time to time.

19. PROVISIONS FOR MODIFICATION

A. **Changes Requiring Written Addendum.** Except as provided in Subsection B. of this Section, any changes to this Lease, except for rent changes as provided in Section 8 of this Lease (“RENT DETERMINATIONS AND MODIFICATIONS”) will be made by a written addendum, dated and signed by both Tenant and Authority.

B. **Changes Not Requiring Written Addendum.** Documents incorporated into this Lease, such as the Maintenance charge list, Schedule of Utility Allowances, Grievance Procedures, Smoking Policy, Community Service Policy, Pet Policy, Transfer, Rent and Occupancy policies, and any building or development rules or other regulations, may be changed from time to time by Authority and do not require a written addendum to this Lease. Authority will give Tenant 30 days notice of proposed changes and an opportunity to comment on the changes. After proposed changes have been incorporated in the Lease and approved by the Board, Household will be notified at least 60 days in advance of the effective date of the new lease or lease revision. Tenant’s or Household’s refusal to accept permissible and reasonable lease modifications that are made in accordance with HUD requirements, or are required by HUD, is grounds for termination of tenancy.

20. MISCELLANEOUS

A. **Severability.** If any provision of this Lease is found to be void, unenforceable or illegal, the remaining provisions shall remain in effect.

B. **No Representations or Warranties.** Neither Authority nor any of its employees or agents has made any representations other than those contained in this Lease.

C. **Entire Agreement.** This Lease, any amendments hereto and all documents incorporated herein by reference, constitute the entire agreement between the parties.

D. **Construction.** The various headnotes and groupings of the provisions of this Lease are for convenience and reference only and are in no way intended and will not be construed to limit or restrict the meaning or application of any of the provisions to which they refer.

E. **Attorney's Fees.** In any legal action to enforce the Lease, each party will bear its own attorney's fees. The prevailing party will recover court costs.

F. **No Waiver.** Authority's failure to insist in any one or more instance upon the strict observance of the terms of the Lease will not be considered a waiver of Authority's right hereafter to enforce the provisions of the Lease. Authority does not waive its rights to enforce the Lease provision unless it does so in writing, signed by an authorized agent of Authority. The receipt by Authority of rent, even with knowledge of the breach of any covenant or condition hereof, is not deemed a waiver of such breach or any other breach. Acceptance of rent by Authority following service of a notice of termination of tenancy is not deemed a withdrawal of the notice or a waiver of Authority's right to obtain possession of the Residence.

21. SIGNATURES

BY SIGNING THIS LEASE, EACH TENANT CERTIFIES THE FOLLOWING:

A. Tenant has read, or has had this Lease explained or read to him or her; Tenant understands the Lease; and Tenant agrees to abide by the terms of the Lease.

B. All of the information that Tenant gave to Authority is true and correct. Tenant understands and agrees that all documents comprising Tenant's application for rental are hereby incorporated in and made a part of this Lease. Any material misrepresentation or omission made by Tenant in the application documents, or as part of any reexamination, is a material breach of this Lease.

C. Tenant will occupy the Residence as Tenant's sole residence as of the Effective Date _____.

Executed on the _____ day of _____, 20____.

TENANT(S):

Signature: _____

Print Name:

Signature: _____

Print Name:

ASSET MANAGER:

Signature: _____

Print Name: