

SAMPLE LEASE AGREEMENT ONLY

LEASE AGREEMENT

ACCT.#

THE HOUSING AUTHORITY OF THE CITY OF RALEIGH

hereinafter referred to as "The Housing Authority" or "Authority" does hereby lease to the Resident

Hereinafter referred to as "The Resident"

the _____ bedroom dwelling unit located at _____

_____ under the terms and conditions set forth below. All references to "Resident" whether used in the singular or plural or masculine or feminine, shall mean the above listed person(s). The Resident represents to the Authority that the persons listed below, who are related to him/her as indicated after their names, constitute the members of the household who, together with him/her occupy the dwelling unit leased. The Resident may delete or add household members only by initialing the change on this lease as long as the change is still within occupancy guidelines. Subject to Authority approval and applicable law, the Resident has the authority to determine which persons shall constitute the members of his/her household.

INITIALS

NAME DATE	SEX	BIRTHDATE	Last 4 SS#	RELATIONSHIP	&

1. **INITIAL PERIOD OF LEASE AND RENT:** This Lease shall begin on _____ for a twelve month term. Unless otherwise terminated, the Lease term shall automatically renew from year to year for the same term of twelve (12) months. The monthly rent for this initial period is \$ _____ and payable in advance on the first day of occupancy.
2. **RENTAL PAYMENT:** Resident shall pay monthly rent of \$ _____. Rent is due and payable in advance the first business day of each month. Resident is responsible for contacting the Rent Line prior to remitting payment to verify amounts of rent and other charges due. If Resident fails to make the rent payment in full by the fifth business day of the month, a Legal Notice of Termination will be issued to the Resident.
 - A. During the first five (5) business days of the month, payments will be accepted in the form of check or certified funds. After the fifth business day, payments will be accepted by certified funds only.
 - B. A \$15 late charge will be assessed to cover the added costs of a rent payment received after the fifth business day of the month. A check returned for non-sufficient funds shall be considered non-payment of rent and in addition to the late charge a \$25 returned check fee will be charged. However, after the first instance of a returned check for rent payment by the Resident, the Authority reserves the right to refuse to accept rent payment in the form of a check and require payment in the form of a money order or cashier's check.
 - C. Residents will be given a rental choice of paying flat rent or rent based on 30% of gross income. However, a Resident may only switch payment methods one time during an annual lease term. After the switch is made from a flat to an income-based rent, the Resident must continue paying the income-based rent until the next scheduled re-examination period.
 - D. Households whose income has exceeded 120 percent of the area median income (AMI) for two consecutive years will be required to pay current Fair Market Rent (FMR) as determined by regulations for an additional 12 months before they must vacate the public housing program. Failure to vacate within those last 12 months may result in lease termination.
 - E. Online rental payments will be accepted at designated housing authority properties. Residents are responsible for applicable fees.
3. **UTILITIES:** The Authority agrees to furnish utilities or utility allowances to the Resident in accordance with the schedule which is posted in the management office. The Authority will not be

liable for failure to supply utility services for any cause whatsoever beyond its control. The Authority shall give notice to the Resident of proposed allowances, scheduled surcharges, and revisions no less than 60 days before the proposed effective date.

4. **OTHER CHARGES:** In addition to rent and the charges set forth elsewhere, the Resident will be charged for maintenance and repair of the leased premises beyond normal wear and tear, and for retroactive rent resulting from Resident's failure to report any increase of household income. The costs assessed for maintenance and other charges shall not become due and collectible until thirty (30) days after the Housing Authority gives written notice of the charges to the Resident. A \$15 late charge will be assessed on any unpaid balance due to the Authority, including unpaid maintenance charges.

5. **SECURITY DEPOSIT:** The Resident agrees to pay a security deposit in the amount equal to one (1) month's gross rent, but not less than \$_____. Accordingly, Resident hereby agrees to pay a deposit of \$

_____ against any damage except normal wear and tear done to the premises by the Resident, his/her family, guests or agents. The security deposit will be applied toward unpaid rent, maintenance, utility and/or any other remaining charges after Resident has vacated the unit. The Authority, may, at its own option, permit gradual accumulation of the security deposit from the Resident.

6. REDETERMINATION OF RENT, DWELLING SIZE AND ELIGIBILITY

A. **Regular Reexamination:** At least once each year Resident agrees to furnish within a specified period of time and in the form designated by the Housing Authority accurate information about the composition of his/her family, including the ages and the income of all family members, for use by the Authority in determining whether the rent should be changed and whether the dwelling size is still appropriate for Resident's need. This determination will be made in accordance with the approved Admission and Occupancy Policy posted in the management office. A Resident who has no income will be required to report to the manager's office every thirty (30) days regardless of a change in income status.

B. **Temporary Rent Adjustment:** Where a Notice of Temporary Rent Adjustment or new lease is issued based on unverified information, rent thereunder is a temporary rent and may be adjusted to reflect verified information later received. Resident will be placed on a thirty (30) day reporting basis for the duration of the temporary rent period. Resident will be notified when the correct rent is established and overpayments will be credited to his/her account, while underpayments will be assessed to his/her account.

C. **Income Exclusion:**

The incremental earnings due to employment during the 12-month period following date of hire will be excluded. This exclusion is only available to the following families:

1. Families whose income increases as a result of employment of a family member who was previously unemployed for one or more years. For the initial 12-month period, the family's rent is not increased. For the second 12-month period, the family's rent will be increased by the amount representing up to 50 percent of the total rent increase normally applicable in the absence of this provision. In the third year, the balance of the rent increase will be phased in.
2. If the period of increased income does not last for twelve (12) consecutive months, the disallowance period may be resumed at any time within the forty-eight (48) month period, and continued until the disallowance has been applied for a total of twelve (12) months of each disallowance (the initial twelve-month full exclusion and the second twelve-month phase-in exclusion).
3. The Earned Income Disallowance (EID) is limited to a lifetime twenty-four (24) month period for the qualifying family member. At the end of the twenty-four (24) months, the EID will end regardless of how many months were utilized.

D. **Interim Rent Redetermination:** Interim rent determinations will be performed as follows:

1. Resident is required to report and provide verification of all changes in writing within thirty (30) days of the change. This includes all increases or decreases in income and household composition. Failure to report changes within thirty (30) days is fraud and rent will be adjusted retroactively to the effective date of the changes. Rent is not reduced if welfare assistance is reduced due to fraud, failure to participate in economic self-sufficiency program, or non-compliance with welfare. Such failure to report is a serious violation of a material term of the Lease and cause for termination of the Lease.
 - a. Increases in Rent – Increases in rent are to be effective the first day of the second month following that in which the change occurred.
 - b. Decreases in Rent – Decreases in rent are to be effective the first day of the month following that in which the change is reported. However, no decrease shall be made until the Resident furnishes adequate documentation to justify the decrease.
 - c. Minimum Rent – Minimum rent is \$50.00.
 - d. Flat rent – Any flat rent changes will take effect the first day of the month following that in which the request is made. Flat rent is subject to change at recertification.
2. Interim changes in rent may be made by the Housing Authority if necessitated by changes in the Flat Rent Schedule or the Utility Allowances Schedule that is posted

in the management office, or by changes in rent formulas or procedures by Federal law or regulation or action by the Board of Commissioners of the Housing Authority.

3. In the event of any rent adjustment pursuant to the above, the Housing Authority will send a "Notice of Rent Adjustment" to Resident, which shall be an amendment to this Lease.

E. **Over Income Limit:** The following policy will be followed to address resident income that has exceeded 120 percent of the area median income for two consecutive years.

1. If it is determined that upon an annual or an interim reexamination that the Resident income exceeds 120 percent of the area median income limit, RHA will document and notify the Resident of such.
2. If at the second reexamination year, the Resident income continues to exceed the threshold, RHA will notify the Resident in writing that they will be required to pay current Fair Market Rent or their lease will be terminated.
3. RHA may only permit such a household to pay fair market rent for an additional 12 months before they must vacate the public housing program. Failure to vacate within those last 12 months may result in lease termination.
4. If RHA discovers through an annual or interim reexamination that the Resident is below the threshold, the Resident is entitled to a new two-year grace period.

F. **Misrepresentation of Financial or Family Status:** The Housing Authority will utilize the Enterprise Income Verification (EIV) system or its successor to verify the income reported by the Resident. The EIV system is a web based system that contains Resident wage and benefit data. If it is found at any time that Resident has misrepresented and/or failed to report facts upon which his/her rent is based, so that the rent he/she is paying is less/more than he/she should have been charged, then the increase/decrease in rent shall be made retroactive to the first of the month following the month in which the misrepresentation or failure to report occurred. In addition, such actions or omissions by Resident constitute a serious violation of Resident's duties under this Lease, and the Housing Authority may terminate the Lease pursuant to Section 14 herein.

G. **Transfers:** The Resident agrees to transfer to an appropriate dwelling unit with the authorization of the Housing Authority. Reasons for transfers include, but are not limited to: victims of domestic violence, sexual assault, dating violence, stalking; emergencies; medical; occupancy standards; and reasonable accommodations. The Housing Authority shall notify the Resident upon the approval of an appropriate, available unit. If a family rejects without "good cause" any unit offered, this will result in removal from the transfer list and/or Lease termination. The family will be allowed one (1) rejection with good cause. The Resident will be required to move to the other unit when it becomes available and sign the new lease. Three (3) days, excluding Sunday, from the date the new lease has been signed will be allowed for moving without charging rent at the old address. Double rent will be charged the Resident beyond the three (3) days allowed. The Resident may not add family members to the Lease to avoid such action if such new members have not been a part of the family and on the Lease for at least three (3) months of the previous twelve (12) month period. If the original security deposit is less than the amount of the new security deposit, the resident will be responsible for paying the additional amount required by the Housing Authority. If a Resident refuses to move and/or surrender the keys from the previously occupied unit within the time specified by the Housing Authority, such refusal constitutes a serious violation of a material term of the Lease and shall be cause for termination. The actual expense of moving of all personal items shall be in accordance with the Admission and Continued Occupancy Policy posted in the management office.

7. EXCLUSIVE USE AND OCCUPANCY

- A. The Resident shall have the right to exclusive use and occupancy of the leased premises. "Guest" means a person visiting in the leased unit with the consent of a household member. Accommodations of guests for longer than three (3) days in a sixty (60) day period must be registered at the management office and receive prior written approval of the Housing Authority. Failure to obtain prior approval is a serious violation of the Lease and is grounds for termination of the Lease.
- B. With prior written consent of the Housing Authority, a foster child(ren), foster adult and or a live-in aide may reside in the unit.
- C. With prior written consent of the Housing Authority, the head of household or any adult member of the household may engage in legal profit-making activities in the unit, where the Housing Authority determines that such activities are incidental to the primary use of the unit for residence by members of the household.
- D. By signing this Lease and the Unit Inspection Report, the Resident acknowledges that the dwelling unit is safe, clean and in good condition, and that all appliances and equipment in the dwelling unit are in good working order as described on the move-in Unit Inspection Report.
- E. The Resident and those listed on the Lease as household members shall personally use and occupy the leased premises solely as a private dwelling for him/her self and shall not sublet or assign the leased premises or any part thereof. No person may establish residency without the

prior written consent of the Housing Authority.

8. AUTHORITY'S OBLIGATIONS

The Housing Authority agrees to do the following:

- A. To maintain the premises and the development in decent, safe and sanitary condition.
- B. To comply with requirements of applicable building codes, housing codes, and HUD regulations materially affecting health and safety.
- C. To make necessary repairs to the premises.
- D. To keep development buildings, facilities and common areas, not otherwise assigned to the Resident for maintenance and upkeep, in a clean and safe condition.
- E. To maintain in good and safe working order and condition, electrical, plumbing, sanitary, heating, ventilation, and other facilities and appliances, including elevators, supplied or required to be supplied by the Housing Authority. The Housing Authority will provide a cooking range and refrigerator.
- F. To provide and maintain appropriate receptacles and facilities (except containers for exclusive use of an individual Resident family) for the deposit of garbage, rubbish and other waste removed from the premises by the Resident in accordance with section 9K of this Lease.
- G. To provide a vermin control program which shall include application of vermin control substances by the Housing Authority's agent as needed and/or to provide vermin control substances and applicators to the Resident.
- H. To provide for the use of the Resident, an enclosed structure which can be reasonably secured for the storage of the Resident's personal lawnmower in developments where Residents have grass cutting responsibilities. The Housing Authority shall be responsible for mowing the grass in all developments except for single-family houses. The Resident shall be responsible for mowing the grass in single-family houses.
- I. 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 dwelling unit 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 Resident and supplied by a direct utility connection.
- J. To ensure heating system shall be of sufficient capacity so as to heat all habitable rooms, bathrooms and water closet compartments in every dwelling unit to which it is connected with a minimum temperature of 68 degrees Fahrenheit measured at a point three feet above the floor during ordinary winter conditions.
- K. To notify the Resident of the specific grounds of any adverse action or any proposed adverse action by the Housing Authority. (Such adverse action includes, but is not limited to, proposed lease termination, transfer, repair or maintenance charges).
- L. To provide reasonable accommodation to the extent necessary to provide disabled persons an opportunity to use and occupy a dwelling unit equal to that available to a non-disabled person. At any time during the tenancy the Resident may request reasonable accommodation of a disabled household member, including reasonable accommodation so that the Resident can meet lease requirements or other requirements of tenancy.
- M. To assist Residents who are victims of domestic violence, sexual assault, dating violence, or stalking in accordance to the Violence Against Women and Justice Department Reauthorization Act of 2005 (VAWA). Residents will be provided the Notice of Occupancy Rights under the Violence Against Women Act and a certification form prior to or at the time of move-in, and with any initial notification of eviction or termination of assistance."

9. OBLIGATIONS OF RESIDENT

The Resident agrees:

- A. To pay the monthly rent on or before the first business day of the calendar month. Rent will not be considered late until after the fifth business day of the month and must be received by the Housing Authority on or before the fifth business day of the month. There will be a late charge assessed monthly after the due date for any delinquent balance owed to the Housing Authority in accordance with the Rent Collection Policy posted in the management office. Acceptance of partial rent and other charges due or late payments does not create a custom nor constitute a waiver of resident obligation to pay on time. The Housing Authority's acceptance of such payments shall not constitute a waiver of the Resident's breach; nor cancel any Notice of Intent to Terminate.
- B. To contact the Rent Line to verify account balance.
- C. To pay monthly installments as due. Failure to pay will result in acceleration of the due date of the outstanding balance and the outstanding balance is due immediately upon demand. Failure to pay is cause for termination.
- D. To report in writing to the management office any and all extended absences of any household member that is expected to be greater than 30 calendar days, changes or new information and certifications regarding family composition and income within thirty (30) days for the Housing Authority to make determinations with respect to rent, eligibility, and the appropriateness of dwelling size.
- E. To use the dwelling unit solely as a private dwelling for the Resident and members of the Resident's household as identified in this Lease ("authorized occupants") and not to permit use of the dwelling unit for any other purpose including business and commercial purposes, except as provided in Section 7C.
- F. To prevent any member of Resident's household, guests, or other persons under Resident's

control from engaging in unlawful activity, including violent or drug related criminal activity in the dwelling unit or on or off Housing Authority property.

1. Drug related criminal activity means the illegal manufacture, sale, distribution, use, or possession with intent to manufacture, sell, distribute, or use, of a controlled substance, as defined in Section 102 of the Controlled Substance Act (21 U.S.C. 802).
 2. No use, distribution or possession of illegal drug substances or paraphernalia is permitted on or off Housing Authority premises.
 3. Alcohol abuse that the Housing Authority determines interferes with the health, safety, or right to peaceful enjoyment of the premises by other Residents is cause for termination of the Lease. In deciding to evict for criminal activity, the Housing Authority shall have discretion to consider all of the circumstances of the case, including the seriousness of the offense, the extent of participation by family members, and the effects that the eviction would have on family members not involved in the proscribed activity.
 4. Resident must not allow trespassed individuals into the dwelling unit or on Housing Authority's property. If the Resident or members of the household allow such trespassed individuals into the dwelling unit or on the property, such action will be considered a material and serious violation of the Lease and may result in termination of the Lease. In the event a trespassed individual tries to enter the premises, the Resident must call the police to report the intrusion. The Housing Authority will maintain a list of trespassed individuals.
 5. Resident must not display or discharge any firearms or any other dangerous weapons on or near the property.
 6. Criminal activity directly relating to domestic violence, sexual assault, dating violence, or stalking, engaged in by a member of a Resident's household or any guest or other person under the Resident's control, shall not be cause for termination of the tenancy or occupancy rights, if the Resident or immediate member of the Resident's family is a victim of that domestic violence, sexual assault, dating violence, or stalking.
- G. To conduct himself/herself and cause other persons who are on the premises with the Resident's consent to conduct themselves in a manner which will not disturb the neighbors' peaceful enjoyment of their accommodations.
- H. Not to engage in any criminal activity that threatens the health, safety or right to peaceful enjoyment of the premises of other Residents, Housing Authority employees, or Raleigh Housing Authority Board of Commissioners.
- I. To abide by and to cause his/her authorized occupants, and visitors to abide by necessary and reasonable rules declared by the Housing Authority for the benefit and well being of the housing development and the Residents which shall be posted in the management office and incorporated by reference in the Lease.
- J. To comply with all obligations imposed upon Resident by applicable provisions of building and housing codes materially affecting health and safety, and to use reasonable care to keep the dwelling unit in such condition as to ensure proper health and sanitation standards for Resident, household members, and other guests. Resident shall notify the Housing Authority immediately (or as soon as reasonably practicable) of any known need for repairs to the dwelling unit, and of known unsafe or unsanitary conditions including infestations of any kind in the dwelling unit or in common areas and grounds of the dwelling unit. The failure by Resident to promptly report unsatisfactory conditions and failure to comply with treatment measures shall be considered a contributing factor to any damages.
- K. To maintain the inside of dwelling premises and equipment assigned to him/her in a clean, safe and sanitary condition. To keep the exterior, the grounds, porches, canopies and designated roof area assigned to the dwelling unit sanitary and free of trash and debris. For incentive communities, to mow, and trim the grounds assigned to the unit as required. Resident further agrees to perform maintenance tasks including, but not limited to:
1. Washing and waxing linoleum floors and washing all other woodwork (i.e., doors, baseboards and trimmings around doors and non high-rise stairwells);
 2. Cleaning the walls and ceilings;
 3. Cleaning inside windows and windowsills;
 4. Cleaning and dusting radiators and vents;
 5. Cleaning plumbing fixtures (kitchen sink, bathtub/shower and toilet);
 6. Cleaning refrigerator and stove;
 7. Cleaning light globes;
 8. Mowing and trimming the lawn and trimming shrubbery in single-family houses (front, back and sides) where applicable;
 9. Removing paper, trash and debris from the yard space in front and back of assigned unit;
 10. Washing porches and steps (front and rear).
 11. Maintain the premises in a manner that will prevent the accumulation of moisture and the growth of mold and mildew.
- L. To dispose in plastic bags all garbage, rubbish and other waste from the premises in a sanitary and safe manner, and place all waste materials in appropriate receptacles as provided by the Housing Authority. To refrain from, and cause members of Resident's household or guest to refrain from, littering or leaving trash and debris in common areas.

- M. To take reasonable precautions to prevent fires and not to keep gasoline or any other explosives or highly flammable materials, machinery or equipment containing explosive or flammable materials in the dwelling unit or on the premises, or permit any act or things deemed hazardous by the Housing Authority which would cause fire or that will increase the rate of insurance on said premises or make void or voidable any insurance on the said premises or buildings. In the event of a Resident caused fire, or other insured peril, Resident agrees to pay immediately upon demand the lesser amount of the damages or half of the current amount of deductible applicable under the Housing Authority's current insurance policy. Nothing herein shall be interpreted as limiting the Resident's liability for the Resident's negligence.
- N. To maintain sufficient heat and water flow to avoid frozen pipes. In the event of Resident caused damages, Resident agrees to pay immediately upon demand the lesser amount of the damages or half of the current amount of deductible applicable under the Housing Authority's current insurance policy.
- O. To use only in a reasonable manner all electrical, plumbing, sanitary, heating, ventilation, air-conditioning and other facilities and appurtenances including elevators.
- P. To refrain from, and to cause Resident's household guests and/or visitors to refrain from destroying, defacing, damaging, or removing any part of the premises or development.
- Q. To pay reasonable maintenance and repair charges (other than for normal wear and tear) for damages to the premises, development buildings, facilities or common areas caused by the Resident, his/her household members or guests and visitors. The maintenance charge list is posted in each management office. If the charge for an item is not listed, the Resident shall be charged the actual cost the Housing Authority incurred. Failure to pay maintenance charges is cause for termination of the Lease.
- R. To refrain from and to cause his/her household guests and/or visitors to refrain from keeping pets on any Housing Authority property unless with prior written approval from the Housing Authority in accordance with the Pet Policy. This provision does not preclude any Resident from keeping a service/assistance animal provided the Resident or a member of the Resident's household has provided satisfactory evidence to the Housing Authority regarding the need. Service/assistance animals are allowed in all public housing facilities and Resident agrees to maintain their unit and associated facilities in a decent, safe, and sanitary manner and to refrain from disturbing neighbors. Resident must have prior approval of the Housing Authority before moving an animal into the unit in accordance with the Housing Authority's policy which is incorporated in this Lease by reference and is posted in the management office.
- S. To remove any personal possessions left on Housing Authority property when the unit is vacated. Upon management staff receiving surrendered keys to the unit, any possessions left by the Resident may be disposed of immediately by the Housing Authority. If the Resident abandons the unit, the Housing Authority will take legal action to obtain possession of the unit and dispose of its contents in accordance with State law. The same procedures will be followed for any Resident being evicted due to Lease violations.
- T. To refrain from maintaining an unlicensed or inoperable vehicle within the development. Any unlicensed or inoperable vehicle may be removed from any place within the development by the Housing Authority and be placed in storage or otherwise disposed of at the expense of the Resident.
- U. Should a grievance be requested for any disagreement relating to rent and other charges, the disputed amount must be paid by the Resident and will be deposited in escrow subject to the requirements of the Grievance Procedure and Section 15 of the Lease. If the Resident presents a grievance for any matter not relating to rent, such rent and other charges will be paid by the Resident as they become due during the pendency of the grievance process. The Housing Authority's acceptance of such payments, in escrow or otherwise, shall not constitute a waiver of the Resident's breach; nor cancel any Notice of Intent to Terminate.
- V. Failure or omission of the Housing Authority to terminate this Lease for any cause shall not waive any rights available to the Housing Authority or preclude the right of the Housing Authority to terminate the Lease later for the same or similar causes.
- W. That, if utility allowances are provided by the Housing Authority, the Resident will maintain the continuous service of those utilities to the dwelling unit. The Resident must have utilities turned on within three (3) business days after the effective date of the Lease. Failure to do so is a serious violation of a material term of the Lease and cause for termination.
- X. Not to make any structural additions or alterations to the leased premises without the prior written authorization of the Housing Authority.
- Y. To submit a thirty (30) day written notice to terminate the Lease. Any resident who fails to provide notice will be held liable for rent, utilities and other charges as determined by the Housing Authority in accordance with the Lease. Resident shall be responsible for utilities up to the date the unit is surrendered, signified by return of unit keys.
- Z. To notify the Housing Authority promptly when any repairs to the dwelling, equipment, and/or vermin control measures are necessary. The Resident is expected to cooperate with treatment efforts and to permit the Housing Authority or its agents or employees to enter his/her dwelling.
- AA. The Housing Authority may refuse to accept the Resident's offer of payment on the fourth time that the Resident has failed to pay rent and/or other charges during the first five (5) business days of the month within any twenty-four (24) month period. The Housing Authority reserves the right to refuse the offer of payment from any Resident after legal proceedings have been initiated.
- BB. To abide by the Addendum to Lease Agreement Rules of the Housing Authority of the City of Raleigh ("House Rules") which are incorporated into this Lease by reference and which shall be posted in the management office.
- CC. That the information provided on the application was accurate. If it is determined application information

was misleading, incorrect or untrue, the Housing Authority has the right to terminate the Lease.

- DD. Not to commit fraud in connection with any Federal Program nor to receive assistance for occupancy from any other Federal Housing Assistance Program during the term of this Lease. Commission of fraud in connection with a Federal Program shall constitute a serious violation of a material term of this Lease and is cause for termination.
- EE. To act in a cooperative manner with neighbors and the Housing Authority's staff. To refrain from and cause members of Resident's household or guests to refrain from acting or speaking in an abusive or threatening manner toward neighbors, Housing Authority's staff, Raleigh Housing Authority Board of Commissioners, contractors, or service providers.
- FF. To adhere to the community service and self sufficiency requirements under Section 12 of the United States Housing Act of 1937. The requirements are posted in the management office.
- GG. To notify the management office of all current contact information including but not limited to telephone numbers, email addresses, and emergency contacts.
- HH. They are in receipt of the Notice of Occupancy Rights under the Violence Against Women Act (VAWA).
- II. To take no action to jeopardize the Housing Authority's federally subsidized public housing compliance. Should it be determined that the Resident's continued occupancy, for whatever reason, jeopardizes the Housing Authority's federally subsidized public housing compliance, the Resident agrees to voluntarily, after receipt of written notification from the Housing Authority, relinquish residency of their current unit. The Housing Authority will allow the Resident thirty (30) days to accomplish this process.
- JJ. Resident must notify the Housing Authority immediately of any evidence of mold.

10. DEFECTS HAZARDOUS TO LIFE, HEALTH OR SAFETY

In the event that the premises are damaged to the extent that conditions are created which are hazardous to life, health or safety of the occupants, the rights and obligations of the Resident and the Housing Authority shall be as follows:

- A. The Resident must immediately notify the Maintenance department through the work order system.
- B. The Housing Authority shall be responsible for repair of the unit within a reasonable time. The cost of repairs shall be charged to the Resident for damages caused by the Resident, Resident's household guests and/or visitors.
- C. The Housing Authority shall offer the Resident a replacement dwelling unit, if available, if necessary repairs cannot be made within a reasonable time. The Housing Authority is not required to offer the Resident a replacement unit if the hazardous condition was caused by the Resident, household members, or guests.
- D. Rent shall be abated in the event repairs cannot be made by the Housing Authority or alternative accommodations are not provided. No abatement of rent shall occur if the Resident rejects alternative accommodations or if the damage was caused by the Resident, household members, or guests.
- E. If the Housing Authority determines that the dwelling unit is untenable because of imminent danger to the life, health, and safety of the Resident, and alternative accommodations are not available or refused by the Resident, this Lease shall be terminated.

11. PRE-OCCUPANCY AND PRE-TERMINATION INSPECTIONS

The Housing Authority and the Resident or his/her representative shall be obligated to inspect the premises prior to the commencement of occupancy by the Resident. The Housing Authority will furnish the Resident with a written statement of the condition of the premises, the dwelling unit, and the equipment provided in the dwelling unit. The statement shall be signed by the Housing Authority and Resident, and a copy of the statement shall be retained by the Housing Authority in the Resident's file. The Housing Authority shall be further obligated to inspect the unit at the time the Resident vacates the unit and to furnish the Resident a statement of any charges to be made in accordance with the Lease. Provision shall be made for the Resident's participation in the latter inspection, unless the Resident vacates without notice to the Housing Authority.

12. ENTRY OF PREMISES DURING TENANCY

The Housing Authority may enter the premises during the Resident's possession thereof, under the following circumstance:

- A. The Housing Authority shall be permitted to enter the dwelling unit during reasonable hours for the purpose of performing routine inspections and maintenance for making improvements and repairs and to take photos when needed. A written notice will be provided at least two (2) days in advance. However, it is recognized that in performing inspections and exterminations that the date specified in the notice may be approximate. No notice will be given for performing systematic routine maintenance.
- B. The Housing Authority may enter the premises within seven (7) business days of a closed work order to perform quality control inspections and take photos.
- C. The Housing Authority may enter the premises at any time without advance notification when there is reasonable cause to believe that an emergency exists and take photos when needed.
- D. In the event that the Resident and all adult members of his/her household are absent from the premises at the time of entry, the Housing Authority shall leave on the premises a written statement specifying the date, time and purpose of entry prior to leaving the premises.

13. NOTICE PROCEDURES

The procedures to be followed by the Housing Authority and Resident in giving notice one to the other shall be as follows:

- A. Notice to the Housing Authority shall be in writing delivered to the management office or sent by prepaid first-class mail to 900 Haynes Street, Raleigh, North Carolina, 27604.

- B. Notice to a Resident who is visually impaired shall be provided orally in addition to written notice.
- C. Unopened, cancelled, first class or certified mail returned by the Post Office shall be sufficient evidence that notice was given, whether signed or unsigned.

14. TERMINATION OF THE LEASE

In terminating the Lease, the following procedures shall be followed by the Housing Authority and by the Resident:

- A. The Housing Authority shall not terminate or refuse to renew the Lease other than for violation of one or more material terms of the Lease.
Such violations of material terms of the Lease shall include, but not be limited to:
 - 1. Any criminal activity and/or alcohol abuse that threatens the health, safety or right to peaceful enjoyment of the Housing Authority's public housing premises by other Residents.
 - 2. Any violent or drug-related or criminal activity on or off such premises.
 - 3. Violating probation or fleeing to avoid criminal prosecution.
 - 4. Failure to maintain continuous utility services.
 - 5. The failure to pay rent or other charges when due.
 - 6. Repeated late payments.
 - 7. Failure to supply, in a timely fashion, any certification, release of information, or documentation on family income or composition needed to process annual reexaminations or interim redeterminations.
 - 8. Serious damage to the dwelling unit, creation of physical hazards in the unit, common areas, grounds, or parking areas in any community.
 - 9. Any fire on Housing Authority premises caused by the Resident, household members or guests' actions or neglect.
 - 10. Failure to comply with the community service requirement.
 - 11. Any abusiveness to neighbors, staff, Raleigh Housing Authority Board of Commissioners, contractors, or service providers.
 - 12. Failure to cooperate with vermin control measures.
 - 13. Failure to fulfill Resident's obligations defined in Paragraph 9.
 - 14. Failure to adhere to the Smoke Free Housing and Building policy.
 - 15. In the case of transfers, failure to return keys from the previously occupied unit to Management within three days, excluding Sundays.
 - 16. If a unit is vacant for more than 180 consecutive days or if the household does not adequately verify that they are living in the unit as their sole place of residency.
- B. RHA will use the preponderance of the evidence as the standard for making all termination decisions. An arrest record will not be the sole basis of termination, but RHA may consider the following circumstances prior to terminating a lease for criminal activity:
 - 1. The seriousness of the offending action, especially with respect to how it would affect other residents;
 - 2. The extent of participation and culpability of the leaseholder, or other household members in the offending action, including whether the culpable member is a minor, a person with disabilities, or a victim of domestic violence, dating violence, sexual assault or stalking;
 - 3. The effects that the eviction will have on other family members who were not involved in the action or failure to act;
 - 4. The effect on the community of the termination, or of RHA's failure to terminate the tenancy;
 - 5. The effect of RHA's decision on the integrity of the public housing program;
 - 6. The demand for housing by eligible families who will adhere to lease responsibilities;
 - 7. The extent to which the leaseholder has shown personal responsibility and whether they have taken all reasonable steps to prevent or mitigate the offending action; and
 - 8. The length of time since the violation occurred, the family's recent history, and the likelihood of favorable conduct in the future.
- C. The Housing Authority may permit continued occupancy by remaining family members and may impose a condition that family members who engaged in criminal activity will neither reside in nor visit the unit. The Housing Authority may require a family member who has engaged in the illegal use of drugs to present credible evidence of successful completion of a treatment program as a condition to being allowed to reside in the unit. In addition to all rights of the Housing Authority under applicable laws, any such breach of the Resident's obligations under this Lease shall terminate this Lease and work a forfeiture of the term, and the Housing Authority expressly reserves its right to re-enter the premises and to refuse any later tender of rent, as authorized by state law and federal regulations.
- D. The Housing Authority shall give written notice of termination of the Lease:
 - 1. Fourteen (14) days in the case of failure to pay rent and/or other charges.
 - 2. Thirty (30) days in all other cases.
 - 3. In the event of violent criminal, drug related, or threatening activity, or uninhabitable conditions, the Resident will be required to vacate the premises as notified.
- E. The notice of termination to the Resident shall state reason(s) for the termination; shall inform the Resident of his/her right to examine Housing Authority documents concerning the termination of tenancy or eviction before hearing or trial; shall inform the Resident of his/her right to make such reply as he/she may wish and of his/her right to request a grievance in accordance with the Housing Authority's Grievance Procedure.
- F. Notwithstanding any other provision of this Lease, the Authority may terminate this Lease on any day during the month provided that the Housing Authority gives adequate written notice as set forth in Section 14C above.

- G. The failure or omission of the Housing Authority to terminate this Lease for any cause given in Section 9 shall not destroy the right of the Housing Authority to do so later for similar or other causes.
- H. By signing a new or amended Lease with the Resident, the Authority does not in any way waive its right to pursue termination based on Resident's breach(es) of the previous Lease, nor does the Authority waive its right to seek payment of any monies due and owing or any balance carried forward from the previous Lease.
- I. The Resident may terminate this Lease by giving thirty (30) days written notice, which must be delivered to the management office or to 900 Haynes Street, Raleigh, North Carolina, 27604.
- J. In the event that the Housing Authority must seek legal proceedings against a Resident or member(s) of the household, the Housing Authority may require the Resident to pay any attorney fees and court costs associated with the action.

15. GRIEVANCE PROCEDURE

The Grievance Procedure is intended to effectively and efficiently resolve disagreements between the Housing Authority and Resident and shall be resolved in accordance with the Housing Authority's Grievance Procedure, which is incorporated into this Lease.

16. HOUSE RULES

1. The use of contact paper, wallpaper, scotch tape, large nails, wall tile, floor tile, mirror tile, or decals on walls or other surfaces is prohibited. Installation of TV or radio antennas on roofs or premises is prohibited. The use of radio scanners is prohibited on Housing Authority premises.
2. No rubber backed or affixed carpets, rugs, linoleum, floor tile installation or any materials that can stain floors.
3. No painting of wooden or tile floors, or kitchen cabinets.
4. No waterbeds.
5. No rewiring, plumbing alterations or additions of any kind.
6. Nothing shall be stored in or around a water heater, space heater or any heat vent.
7. All heat vents will be free and clear from any item which may ignite from heat or any item which would prevent adequate heat circulation.
8. All curtains must be hung within a safe distance from any flammable source.
9. Refrain from utilizing home pest control products without prior approval of Management.
10. No hanging of rugs, clothing or other items on railings.
11. No additional locks of any kind or changing of locks on any door in the unit.
12. No outside garbage cans or bags of trash on porches or grounds assigned to the units where dumpsters are provided.
13. No throwing of garbage, trash or debris in front, side and back yards, common areas or on roofs.
14. No writing or painting on buildings or exterior walls on the premises.
15. No parking except in designated areas, no parking on lawn and no repairing of vehicles on the premises with the exception of repairing flat tires and changing batteries. Vehicles improperly parked will be towed at owner's expense. Resident will not leave any motor vehicle unattended which has been raised off of the ground on jacks, blocks or other means. Residents are not permitted to wash vehicles while parked on Housing Authority's property except in communities where water is not supplied by the Housing Authority. All vehicles must be properly registered and tagged according to state law. Boats, campers, trailers, buses, or commercial vehicles are not to be parked, kept, or stored on the premises without prior written approval of the Property Manager.
16. No blocking of dumpsters, access ramps, mailboxes, parking spaces or fire lanes; vehicles will be towed at the owner's expense.
17. No use of public and/or common areas for group meetings unless approved by the Property Manager in writing, in advance.
18. No open display of alcoholic beverages on Housing Authority premises is allowed.
19. The following must have prior management approval:
 - a. Clothes dryers, air conditioners, ceiling fans or any other alterations (specifications required).
 - b. Painting of units (only RHA paint may be used).
 - c. Lawn and porch furniture and decorations.
 - d. Fence installation.
 - e. Planting beds or gardens.
 - f. Items in stairwells, hallways, on porches, balconies or the grounds.
 - g. Legal profit-making activity.
 - h. Installation of satellites, cable, and telephone connections.
 - i. Any outside apparatus including but not limited to basketball goals, trampolines, and swimming pools.
20. No use of grills and hibachis on porches or stoops. These must be used on the grounds away from buildings for safety reasons.
21. No outside storage building or shed is allowed, except as provided by the Housing Authority.
22. No disabling the smoke or carbon monoxide detectors. If devices are malfunctioning or are not working, contact the Maintenance department immediately for service.
23. No loitering by the Resident(s), his/her family members and/or guests or visitors anywhere on Housing Authority premises at any time of the day or night.
24. To refrain from placing signs of any type in or about the dwelling except those approved by the Housing Authority.
25. Light globes must be installed on all light fixtures and lamps.
26. Resident will not be permitted to install or activate any home security system.

- 27. Displayed holiday decorations should be limited to the assigned lease space such as windows, porches and patios. Do not use nails, screws or staples when hanging decorations. Holiday decorations should not be displayed earlier than 30 days prior to the holiday for which the decorations are displayed. Holiday decorations must be removed within one week following the holiday. Any decorations or displays Management determines to be inappropriate must be removed within 24 hours of notice or may be removed by RHA at the Residents expense.
- 28. Existing security cameras located on Raleigh Housing Authority properties are not actively monitored. Cameras are mounted in set locations to record data only in areas that are considered public. These cameras are not continuously monitored, but are intended to be used to assist with investigations of alleged criminal activity. RHA may employ fake surveillance equipment in the management of its properties. Residents and visitors are encouraged to exercise good personal safety habits and common sense to remain safe. If you witness criminal activity, call 911.
- 29. No skateboarding on Raleigh Housing Authority property.
- 30. Reduce indoor humidity levels by utilizing ventilation fans and air conditioning when supplied by the Housing Authority.

17. MODIFICATIONS, AMENDMENTS, CHANGES AND NEW LEASES

Modification of the Lease must be accompanied by a written amendment to the Lease executed by both parties, except for matters involving rent determinations and posted policies, rules and regulations. The Housing Authority reserves the right to change this Lease from time to time, at its option. The Housing Authority shall provide at least thirty (30) days written notice to Resident setting forth the proposed changes in the Lease and providing the Resident an opportunity to present written comments which, subject to the requirements of law, shall be taken into consideration by the Housing Authority.

This Lease has been executed by all parties on this _____ day of _____,

HOUSING AUTHORITY OF THE CITY OF RALEIGH

SAMPLE ONLY

HEAD OF HOUSEHOLD

SAMPLE ONLY

PROPERTY MANAGER

SAMPLE ONLY

SPOUSE

SAMPLE ONLY

CO-HEAD

All other adult members of the household acknowledge and agree to the terms and conditions of the lease agreement.

SAMPLE ONLY

OTHER ADULT (18 YRS AND OLDER)

SAMPLE ONLY

OTHER ADULT (18 YRS AND OLDER)

SAMPLE ONLY

OTHER ADULT (18 YRS AND OLDER)