

RESIDENTIAL LEASE AGREEMENT

THIS LEASE AGREEMENT ("Lease") is entered into between **Berkshire Village, LLC** ("Owner"), acting through its managing agent, Housing Authority of the City of Raleigh, North Carolina (sometimes referred to as "Raleigh Housing Authority", "RHA", "Landlord", "Management". Or Contract Administrator) and the Resident(s) identified in the attached Tenancy Addendum ("Resident").

1. Lease Documents. The Lease consists of four documents:

- a. **This Residential Lease Agreement**, which includes specific provisions required for the Rental Assistance Demonstration - Project Based Voucher program in Paragraph 10, below; and
- b. **Section 8 Project-Based Voucher Program Statement of Family Responsibility** (form HUD-52578b). attached hereto and incorporated by reference as though fully set forth herein; and
- c. **Tenancy Addendum - Section 8 Project-Based Voucher Program - Parts A and B** (Form HUD 52530.c), attached hereto and incorporated by reference as though fully set forth herein; and
- d. **The Violence Against Women Act Notice of Occupancy Rights** (HUD Form 5380), and **certification form** (HUD Form 5382), attached hereto and incorporated by reference as though fully set forth herein.

2. Key Lease Terms. The key Lease terms (name of resident, unit leased, authorized household members, initial lease term, initial resident rent, etc.) are set forth in Part A of the attached Tenancy Addendum.

3. 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 \$500.00. 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. Owner, may, at its own option, permit gradual accumulation of the security deposit from the Resident. The security deposit is held at: First Horizon Bank Raleigh, North Carolina.

4. RENTAL PAYMENT: Resident shall pay monthly rent and other charges payable to Berkshire Village, LLC as they become due. Rent is due and payable in advance the first business day of each month. 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.
- C. 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, Management 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.
- D. Rent should be submitted to the on-site property management office or paid online to the account number and website provided by the property manager. Residents are responsible for applicable fees.

5. 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 management provides written notice of the charges to the Resident. A \$15 late charge will be assessed on any unpaid balance, including unpaid maintenance charges.

6. Utilities. Owner agrees to furnish utilities or utility allowances to the Resident in accordance with the Utility Allowance schedule which is posted in the management office. The owner will not be liable for failure to supply utility services for any cause whatsoever beyond its control. The Raleigh Housing Authority shall give notice to the Resident of proposed allowances, scheduled surcharges, and revisions no less than 60 days before the proposed effective date. Utilities are to be in the Resident's name at move-in and must be maintained in service continually throughout the term of occupancy. This lease is subject to termination if Landlord determines that the Resident is not residing in the unit as required by this lease or has allowed the discontinuance of utility services, which renders the unit uninhabitable.

7. Unit Size Transfer. If Resident's family size is or becomes lower than the minimum allowed under the Raleigh Housing Authority Administrative Plan for the bedroom size leased to Resident, then Resident understands that a transfer to an appropriately sized unit will be required at Resident's expense, when such a unit becomes available in the development where Resident resides.

8. Exclusive Use and Occupancy. 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. Any adult not included on the HUD form 50058 who has been in the unit more than 14 calendar days (including weekends) within a 12-month period without the PBV contract administrator, RHA's approval will be considered living in the unit as an unauthorized household member. Failure to obtain prior approval is a serious violation of the Lease and is grounds for termination of the Lease.

With prior written consent of the Management, the head of household or any adult member of the household may engage in legal profit-making activities in the unit, where Management determines that such activities are incidental to the primary use of the unit for residence by members of the household. All income must be reported to the PBV contract administrator, RHA.

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.

The Resident and those listed on the Lease as household members shall personally use and occupy the leased premises solely as their private dwelling for him/herself 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.

9. Owner's Obligations. The Owner 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, including but not limited to those 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, supplied or required to be supplied by the Raleigh Housing Authority. The Owner 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 requirements of this Lease.
- G. To provide a vermin control program which shall include application of vermin control substances by the Landlord's agent as needed and/or to provide vermin control substances and applicators to the Resident.
- H. 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.
- I. 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 during ordinary winter conditions.
- J. To notify the Resident of the specific grounds of any adverse action or any proposed adverse action. (Such adverse action includes, but is not limited to, proposed lease termination, transfer, repair or maintenance charges).
- K. 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.
- L. To assist Residents who are victims of domestic violence, sexual assault, dating violence, or stalking in accordance with the Violence Against Women Act (VAWA). Residents will be provided the Notice of Occupancy Rights under the Violence Against Women Act and a certification form with the lease, and with any initial notification of eviction or termination of assistance.

10. Obligations of Resident. The Resident agrees:

- A. To pay the monthly rent and other charges 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 Owner 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 Owner. 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 Owner'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 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.
- C. 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 Raleigh Housing Authority to make determinations with respect to rent, eligibility, and the appropriateness of dwelling size.

- D. 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 8 of Lease.
- E. 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 the 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 the premises.
 - 3. Alcohol abuse that the landlord determines interferes with the health, safety, or right to peaceful enjoyment of the premises by other Residents is cause for termination of the Lease.
 - 4. In deciding to evict for criminal activity, the landlord 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.
 - 5. Resident must not allow trespassed individuals into the dwelling unit or on any property owned or managed by Raleigh Housing Authority. 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 Raleigh Housing Authority will maintain a list of trespassed individuals.
 - 6. Resident must not display or discharge any firearms or any other dangerous weapons on or near the property.
 - 7. 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.
- F. 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.
- G. Not to engage in any criminal activity that threatens the health, safety or right to peaceful enjoyment of the premises of other Residents, Owner, Raleigh Housing Authority employees, or their Board members.
- H. To abide by and to cause his/her authorized occupants, and visitors to abide by necessary and reasonable rules declared by the Owner and Raleigh 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.
- I. 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 landlord 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.

- J. 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. 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);
 2. Cleaning the walls and ceilings;
 3. Cleaning inside windows and windowsills;
 4. Cleaning and dusting vents;
 5. Cleaning plumbing fixtures (kitchen sink, bathtub/shower and toilet);
 6. Cleaning refrigerator and stove;
 7. Cleaning light globes;
 8. Removing paper, trash and debris from the yard space in front and back of assigned unit;
 9. Washing porches and steps (front and rear);
 10. Maintain the premises in a manner that will prevent the accumulation of moisture and the growth of mold and mildew.
- K. 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 Owner. To refrain from, and cause members of Resident's household or guest to refrain from, littering or leaving trash and debris in common areas.
- L. 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 Landlord 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 vacate the premises and pay immediately upon demand the lesser amount of the damages or half of the current amount of deductible applicable under the Owner's current insurance policy. Nothing herein shall be interpreted as limiting the Resident's liability for the Resident's negligence.
- M. 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 Owner's current insurance policy.
- N. To use only in a reasonable manner all electrical, plumbing, sanitary, heating, ventilation, air- conditioning and other facilities and appurtenances.
- O. 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.

- P. 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 Owner incurred. Failure to pay maintenance charges is cause for termination of the Lease.
- Q. To refrain from and to cause his/her household guests and/or visitors to refrain from keeping pets on the property unless with prior written approval from the Landlord in accordance with the posted 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 Raleigh Housing Authority regarding the need.
- R. Service/assistance animals are allowed in all rental 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 landlord before moving an animal into the unit in accordance with the Raleigh 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 the 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 Owner. If the Resident abandons the unit, the Owner 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 landlord 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 in the Raleigh Housing Authority's Administrative Plan. 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 Owner'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 Owner to terminate this Lease for any cause shall not waive any rights available to the Owner or preclude the right of the Owner to terminate the Lease later for the same or similar causes.
- W. That, if utility allowances are provided by the Raleigh Housing Authority, the Resident will maintain the continuous service of those utilities to the dwelling unit. The Resident must have utilities turned on by 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 Owner.
- 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 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 Landlord 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 landlord or its agents or employees to enter his/her dwelling.
- AA. The Landlord 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 twelve (12) month period. The Landlord reserves the right to refuse the offer of payment from any Resident after legal proceedings have been initiated.
- BB. To abide by the Addendums to Lease Agreement which are incorporated into this Lease by reference and which shall be attached hereto and 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 Owner 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 Landlord and Raleigh 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, Landlord, Owner's and Raleigh Housing Authority Board, contractors, or service providers.
- FF. To notify the management office of all current contact information including but not limited to telephone numbers, email addresses, and emergency contacts.
- GG. Residents are in receipt of the Notice of Occupancy Rights under the Violence Against Women Act (VAWA).
- HH. To take no action to jeopardize the Owner's federally subsidized project based voucher compliance. Should it be determined that the Resident's continued occupancy, for whatever reason, jeopardizes the Owner's federally subsidized project based voucher compliance, the Resident agrees to voluntarily, after receipt of written notification from the Owner and/or Raleigh Housing Authority, to relinquish residency of their current unit. The Owner will allow the Resident the number of days determined by the Raleigh Housing Authority's notice to accomplish this process.
- II. Resident must notify the Landlord immediately of any evidence of mold.

11. 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 Owner shall be as follows:

- A. The Resident must immediately notify the Maintenance department through the work order system.
- B. The Owner shall determine if the unit is habitable and if repairs can be made while the unit is occupied.
- C. The cost of repairs shall be charged to the Resident for damages caused by the Resident, Resident's household guests and/or visitors.
- D. The Owner may offer the Resident a replacement dwelling unit, if available, if necessary repairs cannot be made within a reasonable time. The Owner is not required to offer the Resident a replacement unit if the hazardous condition was caused by the Resident, household members, or guests or if the repairs cannot be made while the unit is occupied.
- E. Rent shall be abated in the event repairs cannot be made by the Owner 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.

- F. If the Owner determines that the dwelling unit is uninhabitable 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.

12. Pre-Occupancy and Pre-Termination Inspections. The Owner and the Resident or his/her representative shall be obligated to inspect the premises prior to the commencement of occupancy by the Resident. The Landlord 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 Landlord and Resident, and a copy of the statement shall be retained by the Owner in the Resident's file. The Owner 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 Landlord.

13. Entry of Premises During Tenancy. The Landlord may enter the premises during the Resident's possession thereof, under the following circumstance:

- A. The Landlord 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 Landlord may enter the premises within seven (7) business days of a closed work order to perform quality control inspections and take photos.
- C. The Landlord 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 Landlord shall provide notification entry took place prior to leaving the premises.

14. Notice Procedures. The procedures to be followed by the Landlord and Resident in giving notice one to the other shall be as follows:

- A. Notice to the owner shall be in writing delivered to the management office or sent by prepaid first-class mail to Attn: Housing Management 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.

15. Termination of the Lease. In terminating the Lease, the following procedures shall be followed by the Landlord and by the Resident:

- A. The Landlord 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 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 the 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, Landlord or Raleigh Housing Authority staff, Board members, contractors, or service providers.
 12. Failure to cooperate with vermin control measures.
 13. Failure to fulfill Resident's obligations defined in Paragraph 10.
 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 five (5) days, excluding Sundays.
 16. If a unit is vacant for more than 30 consecutive days or if the household does not adequately verify that they are living in the unit as their sole place of residency.
- B. The Landlord 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 project based voucher 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 Landlord 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 Landlord 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 Landlord 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 Landlord 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 Landlord shall give written notice of termination of the Lease which shall be:
1. Fourteen (14) days in the case of failure to pay rent and/or other charges.
 2. Thirty (30) days in all other cases except if a State or local law provides for a shorter period of time, such shorter period shall apply.
 3. Seven (7) days if the health or safety of other tenants, Owner employees, or persons residing in the immediate vicinity of the premises is threatened; or in the event of any drug-related or violent criminal activity or any felony conviction.
 4. The notice of termination to the Resident shall state reason(s) for the termination; shall inform the Resident of his/her right to examine the Landlord's 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 Grievance Procedure as described in the Raleigh Housing Authority's Administrative Plan.
 5. Notwithstanding any other provision of this Lease, the Landlord may terminate this Lease on any day during the month provided that the Landlord gives adequate written notice as set forth in the Lease.
 6. The failure or omission of the Landlord to terminate this Lease for any cause given in Section 15 shall not destroy the right of the Landlord to do so later for similar or other causes.
 7. By signing a new or amended Lease with the Resident, the Owner does not in any way waive its right to pursue termination based on Resident's breach(es) of the previous Lease, nor does the Landlord waive its right to seek payment of any monies due and owing or any balance carried forward from the previous Lease.
 8. 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.
 9. In the event that the Owner must seek legal proceedings against a Resident or member(s) of the household, the Owner may require the Resident to pay any attorney fees and court costs associated with the action.

16. Grievance Procedure. The Grievance Procedure is intended to effectively and efficiently resolve disagreements between the Owner, Raleigh Housing Authority and Resident and shall be resolved in accordance with the grievance process in the Raleigh Housing Authority's Administrative Plan, which is incorporated by mention into this Lease.

For the termination of assistance and several other PHA determinations, PBV program rules require the PHA to provide an opportunity for an informal hearing, as outlined in 24 CFR § 982.555. RAD includes alternative requirements for 24 CFR § 982.555(b) in part, which outlines when informal hearings are not required, and requires that:

- i. In addition to reasons that require an opportunity for an informal hearing given in 24 CFR § 982.555(a)(1)(i)-(vi),¹ an opportunity for an informal hearing must be given to residents for any dispute that a resident may have with respect to a Project Owner action in accordance with the individual's lease, or the contract administrator in

accordance with RAD PBV requirements, that adversely affect the resident's rights, obligations, welfare, or status.

- For any hearing required under 24 CFR § 982.555(a)(1)(i)-(v), the contract administrator will perform the hearing, as is the current standard in the program. The hearing officer must be selected in accordance with 24 CFR § 982.555(e)(4)(i).
 - For any additional hearings required under RAD, the Project Owner will perform the hearing.
- ii. There is no right to an informal hearing for class grievances or to disputes between residents not involving the Project Owner or contract administrator.
 - iii. The Project Owner must give residents notice of their ability to request an informal hearing as outlined in 24 CFR § 982.555(c)(1) for informal hearings that will address circumstances that fall outside of the scope of 24 CFR § 982.555(a)(1)(i)-(vi).
 - iv. The Project Owner must provide opportunity for an informal hearing before an eviction.

17. 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 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
16. on Owner's property except in communities where water is not supplied by the Owner. 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 Landlord.
17. No blocking of dumpsters, access ramps, mailboxes, parking spaces or fire lanes; vehicles will be towed at the owner's expense.
18. No use of public and/or common areas for group meetings unless approved by the Landlord in writing, in advance.
19. No open display of alcoholic beverages on the premises is allowed.
20. 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 Landlord's 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.
21. No use of grills and hibachis on porches or stoops. These must be used on the grounds away from buildings for safety reasons.
 22. No outside storage building or shed is allowed, except as provided by the Owner.
 23. No disabling the smoke or carbon monoxide detectors. If devices are malfunctioning or are not working, contact the Maintenance department immediately for service.
 24. No loitering by the Resident(s), his/her family members and/or guests or visitors anywhere on the premises at any time of the day or night.
 25. To refrain from placing signs of any type in or about the dwelling except those approved by the Landlord.
 26. Light globes must be installed on all light fixtures and lamps.
 27. Resident will not be permitted to install or activate any home security system.
 28. 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 the Landlord determines to be inappropriate must be removed within 24 hours of notice or may be removed by the Landlord at the Residents expense.
 29. Existing security cameras located on the property 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 owner's 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.
 30. No skateboarding on the property.
 31. Reduce indoor humidity levels by utilizing ventilation fans and air conditioning when supplied by the Owner.

18. Rental Assistance Demonstration Lease Rider Provisions. Because this Lease applies to a Rental Assistance Demonstration (RAD) conversion unit under the Project Based Voucher (PBV) component, the following terms also apply. For cross references, refer to HUD Notice PIH-2019-23 (HA) (September 5, 2019) Rental Assistance Demonstration REV 4– Final Implementation.

a. *Termination Notification.* HUD is incorporating additional termination notification requirements to comply with Section 6 of the Act for public housing projects that convert assistance under RAD. In addition to the regulations at 24 CFR § 983.257, related to owner termination of tenancy and eviction (which MTW agencies may not alter), the termination procedure for RAD conversions to PBV will require that PHAs provide adequate written notice of termination of the lease which shall not be less than:

- i. A reasonable period of time, but not to exceed 30 days if the health or safety of other residents, PHA employees, or persons residing in the immediate vicinity of the premises is threatened; or in the event of any drug-related or violent criminal activity or any felony conviction. *For purposes of this Lease, that reasonable period of time is seven days.*

- ii. 14 days in the case of nonpayment of rent.
- iii. 30 days in any other case, except that if a State or local law provides for a shorter period of time, such shorter period shall apply. *For purposes of this Lease, the time period in such cases is 30 days.*

b. *Grievance Process.* Pursuant to requirements in the RAD Statute, HUD is establishing additional procedural rights to comply with section 6 of the Act. For the termination of assistance and several other PHA determinations, PBV program rules require the PHA to provide an opportunity for an informal hearing, as outlined in 24 CFR § 982.555. RAD will specify alternative requirements for 24 CFR § 982.555(b) in part, which outlines when informal hearings are not required, and require that:

- i. In addition to reasons that require an opportunity for an informal hearing given in 24 CFR §982.555(a)(1)(i)-(vi),¹ an opportunity for an informal hearing must be given to residents for any dispute that a resident may have with respect to a Project Owner action in accordance with the individual’s lease or the contract administrator in accordance with RAD PBV requirements that adversely affect the resident’s rights, obligations, welfare, or status.
 - For any hearing required under 24 CFR § 982.555(a)(1)(i)-(v), the contract administrator will perform the hearing, as is the current standard in the program.
 - The hearing officer must be selected in accordance with 24 CFR § 982.555(e)(4)(i).
 - For any additional hearings required under RAD, the Project Owner will perform the hearing.
- ii. This is no right to an informal hearing for class grievances or to disputes between residents not involving the Project Owner or contract administrator.
- iii. The Project Owner give residents notice of their ability to request an informal hearing as outlined in 24 CFR § 982.555(c)(1) for informal hearings that will address circumstances that fall outside of the scope of 24 CFR § 982.555(a)(1)(i)-(vi).
- iv. The Project Owner provides opportunity for an informal hearing before an eviction.

19. 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 Owner reserves the right to change this Lease from time to time, at its option. The Owner 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 Owner and RHA.

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

HEAD OF HOUSEHOLD

PROPERTY MANAGER

SPOUSE

OTHER ADULT (18 YRS AND OLDER)