



Algoma Housing Authority
145 Grand View Court
Algoma, WI 54201

Phone: (920)487-5905
Fax: (888)304-3064
christine@algomahousing.com

Tenant Dwelling Lease

Part I: THIS LEASE AGREEMENT (called “the Lease”) is executed between the **Algoma Housing Authority** (herein called “PHA”), and **George Washington**, (herein after called the “Tenant”), and becomes effective as of **August 1, 2026**. [966.4]

A. Unit:

1. That the PHA, relying upon the representations of Tenant as to Tenant’s income, household composition and housing need, leases to Tenant **Unit No. 109** located at 145 Grand View Court, Algoma, WI 54201; (hereinafter called the “premises” or “unit”) to be occupied exclusively as a private residence by Tenant and household. [966.4 (a)]
2. “Unit” includes the range, refrigerator, air conditioner, and heat register.
3. Premises must be used as the only private residence of the Tenant and the household members named in Section B of the Lease. [966.4 (a)]
4. The PHA may, by prior written approval, consent to Tenant’s use of the unit for legal profit-making activities subject to the PHA’s policy on such activities. [966.4 (d)(1 & 2)]

B. Household Composition:

1. The Tenant’s household is composed of the individuals listed below. (Other than the Head or Spouse each household member should be listed by age, oldest to youngest.) [966.4 (a)(1)(v)] All members of the household age 18 and over shall execute the Lease.
2. Any additions to the household members named on the Lease, including Live-in Aides and foster children/adults, but excluding natural births, adoptions, and court awarded custody require the advance written approval of PHA. Such approval will be granted only if the new members pass PHA’s screening criteria and a unit of appropriate size is available. Permission to add Live-in Aides and foster individuals shall not be unreasonably refused. [966.4 (a)(1)(v) & (d)(3)(i)]
3. Tenant agrees to wait for PHA’s approval before allowing additional persons to move into the Premises. Failure on the part of the Tenant to comply with this provision is a serious violation of the material terms of the Lease, for which PHA may terminate the Lease in accordance with Section IV. [966.4 (a)(1)(v)]
4. Tenant shall report deletions (for any reason) from the household of any members named on the Lease to the PHA in writing, within 10 business days of the occurrence.
5. HUD’s regulations in 24 CFR part 5, subpart L, apply, if a current or future tenant is or becomes a victim of domestic violence, dating violence, sexual assault, or stalking, as provided in 24 CFR part 5, subpart L.

Name	Relationship	SSN	DOB	Delete/Add	Initial	Date
George Washington	Head of Household	xxx-xx-0000	02/22/1732			
Martha Washington	Spouse	xxx-xx-0000	02/02/1731			

C. Term:

1. **The term of this Lease shall begin on August 1, 2026 and will continue for twelve months.** Unless otherwise modified or terminated, this Lease shall automatically be renewed for successive terms of twelve months

except for Part 2 below or unless terminated sooner by the PHA or Tenant as hereinafter provided. [966.4 (a)(1)]

2. The PHA may not renew the Lease if the family has violated the requirement for resident performance of community service / participation in an economic self-sufficiency program. [960 Subpart F]

D. Rent:

1. Rent in the amount of **\$100** shall be payable on the first day of the month and shall be delinquent after the sixth (6th) calendar/business day of the month. [966.4 (b)(1)]
2. Rent includes utilities as described in Section F below and includes all maintenance services due to normal wear and tear.
3. Rent shall remain in effect unless adjusted by the PHA in accordance with HUD regulations. [966.4 (c)] The amount of the Total Tenant Payment (TTP) and Tenant Rent shall be determined by the PHA in compliance with HUD regulations and requirements and in accordance with the PHA's Admissions and Continued Occupancy Policy. [966.4 (c)(4)]
4. When the PHA makes any change in the amount of TTP or Tenant Rent, the PHA shall give written notice to the Tenant, which will become an attachment to the Lease. The notice shall state the new amount and the date from which the new amount is applicable. Rent determinations are subject to the Administrative Grievance Procedure. The notice shall also state that Tenant may ask for an explanation of how the amount is computed by the PHA. If Tenant asks for an explanation, the PHA shall respond in a reasonable time. [966.4 (c)(4)]
5. The Tenant is given the choice, at admission and annually thereafter, between paying an income-based rent or the unit's flat rent. [960.253 (a)(1)]
6. **Rent is DUE and PAYABLE on the first of each month.** If the first falls on a weekend or holiday, the rent is due and payable on the first business day thereafter. [966.4 (b)(4)]
7. Payments must be made by check or money order to the Management Office. The PHA will not accept cash.
8. If the Tenant fails to pay their rent by the sixth (6th) of the month, and the PHA has not agreed to accept payment at a later date, a 30 day Notice to Vacate will be issued to the resident for failure to pay rent, demanding payment in full or the surrender of the premises. [966.4 (e)(8)(i)]
9. If the resident fails to make payment by the end of office hours on the sixth (6th) of the month, a **late fee of \$25** will be charged. Charges are due and payable 14 calendar days after billing. [966.4 (b)(3)]
10. When a check is returned for insufficient funds or is written on a closed account, the rent will be considered unpaid, and a \$25 returned check fee (NSF) will be charged to Tenant. The fee will be due and payable 14 days after billing.
11. Payments will be credited to past due rent first, and then applied to other past due charges before being applied to current rent.

E. Other Charges: In addition to rent, Tenant is responsible for the payment of certain other charges specified in this Lease. Other charges can include: [966.4 (b)(2)]

1. Maintenance costs – The costs of services or repairs due to intentional or negligent damage to the dwelling unit, common areas or grounds beyond normal wear and tear, caused by Tenant, household members, guests or by other persons under Tenant's control. When PHA determines that needed maintenance is not caused by normal wear and tear, Tenant shall be charged for the cost of such service, either in accordance with the Schedule of Maintenance Charges posted by PHA or (for work not listed on the Schedule of Maintenance Charges) based on the actual cost to PHA for the labor and materials needed to complete the work. If overtime work is required, overtime rates shall be charged. [966.4 (b)(2)]
2. Excess Utility Charges – If major electrical appliances, freezers, extra refrigerators, etc., have been installed, the tenant will be required to pay the amount established under the Excess Utility and Satellite/Cable Policy.

F. Utilities and Appliances:

1. PHA Supplied Utilities [966.4 (b)(1)]: The PHA pays for all utility services to the unit, other than phone, cable, and internet.

2. PHA will not be liable for the failure to supply utility service for any cause beyond its control.
3. As stated in Part 1 above, PHA will provide a cooking range and refrigerator. Other major electrical appliances, freezers, extra refrigerators, etc., may be installed and operated only with the written approval of PHA.
4. Tenant Responsibilities: Tenant agrees not to waste the utilities provided by PHA and to comply with any applicable law, regulation, or guideline of any governmental entity regulating utilities or fuels. [966.4 (f)(8)] Tenant also agrees to abide by any local ordinance or House Rules restricting or prohibiting the use of space heaters in multi-dwelling units.

G. Security Deposit [966.4 (b)(5)]

1. Tenant agrees to pay a **\$100** security deposit which must be paid in full prior to occupancy.
2. PHA will use the Security Deposit at the termination of this Lease:
 - a. To pay the cost of any rent or any other charges owed by Tenant at the termination of this Lease.
 - b. To reimburse the cost of repairing any intentional or negligent damages to the dwelling unit caused by Tenant, household members, guests, or by other persons under Tenant's control.
3. The Security Deposit may not be used to pay rent or other charges while Tenant occupies the dwelling unit. No refund of the Security Deposit will be made until Tenant has vacated, and PHA has inspected the dwelling unit.
4. The return of a security deposit shall occur within 30 days after Tenant moves out. PHA agrees to return the Security Deposit, if any, to Tenant when he/she vacates, less any deductions for any costs indicated above, so long as Tenant furnishes PHA with a forwarding address. If any deductions are made, PHA will furnish Tenant with a written statement of any such costs for damages and/or other charges deducted from the Security Deposit.
5. If the resident transfers to another unit as a result of:
 - a. A tenant request, the PHA will not require a new security deposit for the new unit. The security deposit for the "old" unit will be processed according to Section G.2. and G.3. above.
 - b. A PHA-required move, the security deposit for the "old" unit will be processed according to Section G.2. Remaining security deposit amounts are held by the PHA as security deposit for the new unit.

H. Lead Safety: The PHA shall provide Tenant with a Lead Hazard Information Pamphlet, and a Lead Disclosure Addendum will be included as an attachment to the Lease.

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

- A. Use and Occupancy of Dwelling:** Tenant shall have the right to exclusive use and occupancy of the dwelling unit for the Tenant and other household members listed on the Lease. With the prior written consent of the PHA, members of the household may engage in legal profit-making activities in the dwelling unit. [966.4 (d)(1) & (2)] This provision permits reasonable accommodation of Tenant's guests or visitors for a period not exceeding 30 cumulative days during any twelve-month period. Permission may be granted, upon written request to the PHA, for an extension of this provision. [966.4 (d)] A resident family must register the guests with the PHA when overnight guests will be staying in the unit before the first night.
- B. Prohibited tobacco products** may not be used in living units, indoor common areas, administrative offices, or anywhere on the property other than the designated smoking area.
 1. Prohibited tobacco products include:
 - a. Cigarettes,
 - b. Cigars,
 - c. Pipes, and
 - d. Waterpipes (hookahs).
 2. Use of electronic nicotine delivery systems (ENDS) such as e-cigarettes and vapes are also included under this ban.

- C. **Ability to Comply with Lease Term:** If, during the term of this Lease, Tenant, by reason of physical or mental impairment, is no longer able to comply with the material provisions of this Lease, and cannot make arrangements for someone to aid him/her in complying with the Lease, and PHA cannot make any reasonable accommodation that would enable Tenant to comply with the Lease, THEN: PHA will assist Tenant or designated member(s) of the Tenant's family, to find more suitable housing and move Tenant from the dwelling unit. If there are no family members who can or will take responsibility for moving Tenant, PHA will work with appropriate agencies to secure suitable housing and will terminate the Lease.
- D. At the time of admission, all Tenants are requested to identify the family member(s) to be contacted if they become unable to comply with Lease terms.
- E. **Redetermination of Rent, Dwelling Size, and Eligibility:** The Rent amount as fixed in Part I of the Lease Agreement is due each month until changed as described below.
1. The status of each family is to be reexamined at least once a year. Tenants paying Flat Rent shall have their incomes reexamined at least every year. [960.257 (a)(2)]
 2. At the annual recertification, all adult Tenant family members shall certify to compliance with the 8 hours per month (96 hours per year) community service requirement, if applicable, or to their exemption status. [960 Subpart F]
 3. Tenant agrees to provide to PHA, upon PHA request, accurate information regarding: family and household composition, age of family members, income, and sources of income of all family members, assets, community service activities, and related information necessary to determine eligibility, annual income, adjusted income, and Tenant Rent. [966.4 (c)(2)] Failure to supply such information when required is a serious violation of the terms of the Lease and may result in termination of the Lease.
 - a. HUD requires PHA to verify information provided by the Tenant. Tenant agrees to comply with PHA requests for verification by providing required original documents and/or by signing releases for third-party sources or providing other suitable forms of verification. [960.259 (a)]
 - b. PHA shall give Tenant reasonable notice of what actions Tenant must take, and the date by which any such actions must be taken for compliance under this section. This information will be used by the PHA to determine the amount of rent and whether the dwelling size is still appropriate for Tenant's needs. This determination will be made in accordance with the PHA's Admissions and Continued Occupancy Policy (ACOP), which is publicly posted in the Management Office. A copy of the policies can be furnished on request at the expense of the person making the request.
 4. Rent may change during the period between regular reexaminations, if: [960.209 (b)]:
 - a. The PHA requires the Tenant to report changes in Tenant circumstances (such as increase in or receipt of new income) that, in accordance with PHA policies, requires the PHA to conduct an interim reexamination resulting in increased Tenant rent;
 - b. Tenant can verify a change in his/her circumstances (such as decline in or loss of income) that would justify a reduction in rent, except that rent shall not be reduced because Tenant's TANF grant is reduced because Tenant committed welfare fraud or failed to comply with the welfare department's economic self-sufficiency program requirements; [966.4 (c)(4) & 5.615]
 - c. At an annual or interim reexamination, the Tenant's adjusted income exceeds the applicable over-income limit, and continues to exceed the applicable over-income limit for two years after the applicable annual or interim reexamination, the PHA will charge the Tenant a rent that is the higher of the applicable fair market rent (FMR) or the amount of monthly subsidy for the unit;
 - C1. If, at any time during the two-year period, the over-income Tenant requests an interim redetermination of rent in accordance with PHA policy that results in the Tenant falling below the over-income limit, the Tenant will no longer be subject to over-income provisions. If the Tenant's income later exceeds the over-income limit again, the Tenant is entitled to a new two-year grace period;
 - d. If it is found that Tenant misrepresented facts upon which the rent is based so that the Tenant is paying less than the rent he/she should have been charged. In this case, the PHA may then apply an increase in rent retroactive to the first of the month following the month in which the misrepresentation occurred; or

- e. Rent formulas or procedures are changed by Federal law, regulation, or PHA Policy.
- 5. All changes in family composition due to birth, adoption or court-awarded custody must be reported to the Management Office within 10 business days of the occurrence. The family must request PHA approval before adding any other household members as an occupant of the unit. [966.4 (a)(v) & (d)(3)(i)(ii)]
 - a. Failure to report within 10 business days may result in a retroactive rent charge or Lease termination.
 - b. If adding a person to a household (other than a child by birth, adoption, or court-awarded custody) will require a transfer to a larger size unit (under the PHA's transfer policy), the PHA will approve the addition only if the Tenant can demonstrate that there are medical needs or other extenuating circumstances, including reasonable accommodation, that should be considered by the PHA. Exceptions will be made on a case-by-case basis.
- 6. Rent Adjustments [966.4 (b)(i)(ii)]
 - a. Tenant will be notified in writing of any rent adjustment due to a change in Tenant circumstances.
 - b. All notices will state the effective date of the rent adjustment.
 - c. In the case of a Tenant Rent decrease, the decrease will be effective on the first day of the month following the month in which the change was reported. In cases where the change cannot be verified until after the date the change would have become effective, the change will be made retroactively.
 - d. If the Tenant Rent is to increase, the increase generally will be effective on the first of the month following 30 days' notice to the family. If a family fails to report a change within the required time frames, the increase will be applied retroactively, to the date it would have been effective had the information been provided on a timely basis. The family will be responsible for any underpaid rent and may be offered a repayment agreement in accordance with PHA policies. In the case of a rent increase due to misrepresentation, the PHA shall apply the increase in rent retroactive to the first of the month following the month in which the misrepresentation occurred.

F. Transfers [966.4 (c)(3)]

- a. Tenant agrees that if PHA determines that the size or the design of the dwelling unit is no longer appropriate to meet Tenant's needs, PHA shall send Tenant written notice. Tenant further agrees to accept a new lease for a different dwelling unit of the appropriate size or design.
- b. PHA may move Tenant into another unit if it is determined necessary to rehabilitate or demolish Tenant's unit.
- c. If a Tenant makes a written request for special unit features in support of a documented disability, PHA shall modify Tenant's existing unit. If the cost and extent of the modifications needed are tantamount to those required for a fully accessible unit, PHA may transfer Tenant to another unit with the features requested at PHA's expense.
- d. A tenant without disabilities that is housed in a unit with special features must transfer to a unit without such features should a Tenant with disabilities need the unit.
- e. In the case of involuntary transfers, Tenant shall be required to move into the dwelling unit made available by PHA. If Tenant refuses to move, PHA may terminate the Lease.
- f. Involuntary Transfers are subject to the Grievance Procedures, and no such transfers may be made until either the time to request a Grievance has expired, or the procedures have been completed. [966.4 (e)(8)(i)]
- g. PHA will consider Tenant requests for transfers in accordance with the transfer priorities established in the Admissions and Continued Occupancy Policies.

Part III: PHA Obligations [966.4 (e)]: PHA shall be obligated:

- A.** To maintain the dwelling unit and the project, including all buildings, facilities, and common areas, in decent, clean, safe, and sanitary conditions; [966.4 (e)(1)]
- B.** To comply with all state and federal laws, including the requirements of applicable building codes, housing codes, and HUD regulations materially affecting health and safety; [966.4 (e)(2)]

- C. PHA will comply with HUD Notice PIH 2025-26 and 24 CFR 5.851, 960, and 982 regarding the use of criminal records. Arrest records will not be used as the sole basis for denial, termination, or eviction. All decisions will follow applicable state and local laws.
- D. To make necessary repairs to the dwelling unit and premises; [966.4 (e)(3)]
- E. To keep project building, facilities, and common areas, not otherwise assigned to Tenant for maintenance and upkeep, in a clean and safe condition; [966.4 (e)(4)]
- F. To maintain in good and safe working order and condition electrical, plumbing, sanitary, heating, ventilating and other facilities and appliances, including elevators supplied or required to be supplied by the PHA; [966.4 (e)(5)];
- G. To provide and maintain appropriate receptacles and facilities (except container for the exclusive use of an individual tenant family) for the deposit of garbage, rubbish, and other waste removed from the premise by Tenant as required by this Lease; [966.5 (e)(6)]
- H. To supply running water and reasonable amounts of hot water and reasonable amount of heat at appropriate times of the year according to local custom and usage, except where the building that includes the dwelling unit is not required to be equipped for that purpose, or where heat or hot water is generated by an installation within the exclusive control of Tenant and supplied by a direct utility connection; [966.4 (e)(7)]
- I. To notify Tenant of the specific grounds for any proposed adverse action by PHA. (Such adverse action includes but is not limited to: a proposed Lease termination, transfer of Tenant to another unit, change in amount of rent, or imposition of charges for maintenance and repair, or for excess consumption of utilities.) When PHA is required to afford Tenant the opportunity for a Hearing under the PHA grievance procedure for a grievance concerning a proposed adverse action:
 - 1. The Notice of the proposed adverse action shall inform Tenant of the right to request such hearing. In the case of Lease termination, a notice of Lease termination that complies with 966.4 (1)(3) shall constitute adequate notice of proposed adverse action.
 - 2. In the case of a proposed adverse action other than a proposed Lease termination, PHA shall not take the proposed action until time to request such a hearing has expired, or (if hearing was timely requested) the grievance process has been completed. [966.4 (e)(8)]
- J. To consider Lease bifurcation, as provided in 24 CFR 5.2009, in circumstances involving domestic violence, dating violence, sexual assault or stalking addressed in 24 CFR Part 5, Subpart L.

Part IV: Tenant Obligations: A default on the part of the Tenant shall exist and be grounds for eviction if Tenant fails to meet and/or perform any of the specified duties and obligations set forth in this Lease. Tenant shall be obligated:

- A. Not to assign the Lease, nor sublease the dwelling unit. [966.4 (f)(1)]
- B. Not to provide accommodation for boarders or lodgers. [966.4 (f)(2)]
- C. Not to give accommodation to long term guests (in excess of 30 cumulative days during any twelve-month period). All guests will need to register at the Management Office, and are subject to management approval prior to staying the first night of a visit.
- D. To use the dwelling unit solely as a private dwelling for Tenant and Tenant's household as identified in Part I of this Lease, and not to use or permit its use for any other purpose. [966.4 (f)(3)] This provision does not exclude the care of foster children or live-in care of a member of Tenant's family, provided the accommodation of such persons conforms to PHA's Occupancy standards, and so long as PHA has granted prior written approval for the foster child(ren), or live-in aide to reside in the unit. [966.4 (d)(3)(i)]

- E. To abide by necessary and reasonable regulations and house rules promulgated by the PHA for the benefit and well-being of the housing project and Tenants. These regulations and house rules shall be posted in a conspicuous manner in the project office and incorporated by reference in this Lease. Violation of such regulations or house rules constitutes a violation of the Lease. [966.4 (f)(4)]
- F. To comply with the obligations of applicable state and local building or housing codes, materially affecting health and/or safety of Tenant and household. [966.4 (f)(5)]
- G. To keep the dwelling unit and other such areas as may be assigned to Tenant for exclusive use in a clean and safe condition. [966.4 (f)(6)] This includes keeping front and rear entrances and walkways for the exclusive use of Tenant, free from hazards and trash and keeping the yard free of debris and litter. Exceptions to this requirement may be made for individuals tenants who are unable to perform such tasks because of age or disability. [966.4 (g)]
- H. To dispose of all garbage, rubbish, and other waste from the dwelling unit in a sanitary and safe manner only in containers approved or provided by PHA. [966.4 (f)(7)] To refrain from, and cause members of Tenant's household or guests to refrain from, littering or leaving trash and debris in common areas.
- I. To use only in reasonable manner all electrical, plumbing, sanitary, heating, ventilating, air-conditioning, and other facilities and appurtenances including elevators. [966.4 9(f)(8)]
- J. To refrain from, and to cause household and guests to refrain from destroying, defacing, damaging, or removing any part of dwelling unit or project. [966.4 (f)(9)]
- K. To pay reasonable charges, including rent, maintenance charges (other than for normal wear and tear) for the repair of damages to the dwelling unit, project buildings, facilities, or common areas caused by Tenant, household members or guests. [966.4 (f)(10)]
- L. To act, and cause household members or guests to act in a manner that will:
 - 1. Not disturb other residents' peaceful enjoyment of their accommodations; and
 - 2. Be conducive to maintaining the PHA project in a decent, safe, and sanitary condition. [966.4 (f)(11)]
- M. To assure that Tenant, any member of the household, or guest does not engage in:
 - 1. Any criminal activity that threatens the health, safety, or right to peaceful enjoyment of PHA's public housing premises by other residents or employees of PHA, or;
 - 2. Any drug related criminal activity on or off the premises. [966.4 (f)(12)(i)(A) & (B)]
- N. To assure that no other person under the Tenant's control engages in
 - 1. Any criminal activity that threatens the health, safety, or right to peaceful enjoyment of the premises by other residents; or
 - 2. Any drug related criminal activity on the premises. [966.4 (f)(12)(ii)(A) & (B)]
- O. To assure that no member of the household engages in an abuse or pattern of abuse of alcohol that interferes with the health, safety, or right to peaceful enjoyment of the premises by other residents. [966.4 (f)(12)(iii)]
- P. To make no alterations or repairs or redecorations to the interior of the dwelling unit or to the equipment, nor to install additional equipment or major appliances without written consent of PHA. To make no changes to locks or install new locks on exterior doors without PHA's written approval. To use no nails, tacks, screws, brackets, or fasteners on any part of the dwelling unit (a reasonable number of picture hangers accepted) without authorization by PHA.
- Q. To not paint, wallpaper, Contact-Paper, border, or use decals the unit. Repainting will be done by the PHA.

- R.** To give prompt prior notice to PHA when all family members will be absent from the unit for an extended period. An extended period is defined as any period greater than 30 calendar days. In such case promptly means within 10 business days of the start of the extended absence.
- S.** To report all changes in household composition due to birth, adoption, or court awarded custody within 10 business days of the change.
- T.** To report all required changes in income or expenses within 10 business days of the change.
- U.** To report any household member's leaving the household within 10 business days of the change, and to provide to the PHA any information and documentation requested to verify the individual's new address.
- V.** To obtain permission from the PHA before allowing any individual to move into the unit, other than in the case of birth, adoption, or court-awarded custody.
- W.** To not allow any individual that has been trespassed, barred, or banned from PHA property onto the premises.
- X.** To act in a cooperative manner with neighbors and PHA Staff. To refrain from and cause members of Tenant's household or guests to refrain from acting or speaking in an abusive or threatening manner toward neighbors and PHA staff.
- Y.** Not to display, use, or possess or allow members of Tenant's household or guests to display, use or possess any illegal firearms (operable or inoperable), or other illegal weapons as defined by the laws and courts of the State, anywhere on the property of PHA.
- Z.** To take reasonable precautions to prevent fires and to refrain from storing or keeping highly volatile or flammable materials upon the premises.
- AA.** To avoid obstructing sidewalks, areaways, galleries, passages, elevators, or stairs and to avoid using these for purposes other than going in and out of the dwelling unit.
- BB.** To refrain from erecting or installing antennas or satellite dishes on or from any part of the dwelling unit, except with the written permission of PHA.
- CC.** To refrain from placing signs of any type in or about the dwelling except those allowed under applicable zoning ordinances and then only after having received written permission of PHA.
- DD.** To refrain from, and cause members of Tenant's household to refrain from keeping, maintaining, harboring, or boarding any animal of any nature in the dwelling unit except in accordance with the PHA's pet policy, unless a verified disability warrants the possession of a service animal or assistance animal.
- EE.** To remove from PHA property any vehicles without valid registration and stickers. To refrain from parking any vehicles in any right-of-way or fire lane designated and marked by PHA. Any inoperable or unlicensed vehicle as described above will be removed from PHA property at Tenant's expense. Automobile repairs are not permitted on project site.
- FF.** To remove any personal property left on PHA property when Tenant leaves, abandons, or surrenders the dwelling unit. If the family appears to have vacated the unit without giving proper notice, the PHA will follow state and local landlord-tenant law pertaining to abandonment before taking possession of the unit. If necessary, the PHA will secure the unit immediately to prevent vandalism and other criminal activity. Costs for storage and disposal shall be assessed against the former Tenant.

- GG.** To use reasonable care to keep the dwelling unit in such condition as to ensure proper health and sanitation standards for Tenant, household members, and neighbors. TENANT SHALL NOTIFY THE AUTHORITY PROMPTLY OF A KNOWN NEED FOR REPAIRS TO THE DWELLING UNIT, and of known unsafe or unsanitary conditions in the dwelling unit or in common areas and grounds of the Project. Tenant's failure to report the need for repairs in a timely manner shall be considered to contribute to any damage that occurs.
- HH.** To provide complete and accurate information to the PHA as requested by the PHA.
- II.** Not to commit any fraud in connection with any Federal housing assistance program.
- JJ.** Not to receive assistance for occupancy of any other unit assisted under any Federal housing assistance program during the term of the Lease.
- KK.** [960 Subpart F] For each adult in the Tenant household to perform at least 8 hours per month of qualifying community service (as specified by the PHA) or economic self-sufficiency program unless the Community Service & Self-Sufficiency Requirement (CSSR) is waived due to age, disability, or the fact that an adult is excused from this requirement because he/she is working, attending an educational institution, or participating in some other qualified training program. Hours may be aggregated to meet the annual requirement.
1. Documentation: It is the responsibility of the Tenant to obtain documentation that this requirement has been met and to provide such documentation every year in accordance with the recertification process, upon PHA request.
 2. Noncompliance: If the PHA finds a Tenant is in noncompliance with CSSR requirements, then the PHA shall provide written notification to the Tenant of the noncompliance, which shall include:
 - a. A brief description of the finding of non-compliance with CSSR;
 - b. A statement that the PHA will not renew the Lease at the end of the current 12-month Lease term unless the Tenant enters into a written-work out agreement with the PHA, or the family provides written assurance satisfactory to the PHA documenting that the Tenant or other non-compliant adult family member no longer resides in the unit.
 3. Enforcement: Should a family member refuse to sign a written work-out agreement or fail to comply with the terms of the work-out agreement, the PHA is required to initiate termination of tenancy proceedings at the end of the current 12-month Lease.
- LL.** To assist in the extermination of bugs, mice and insects that may create infestation. Tenant agrees to permit the dwelling unit to be treated as indicated on the PHA's maintenance schedule.
- MM.** Not to engage in acts of violence, or threatened violence, against PHA staff.
1. Abusive or violent behavior towards PHA staff includes verbal as well as physical abuse or violence.
 2. Use of racial epithets, or other language, written or oral, that is customarily used to intimidate may be considered abusive or violent behavior.
 3. Threatening refers to oral or written threats or physical gestures that communicate intent to abuse or commit violence.
- NN.** Arrest records alone will not be used as the sole basis for determining a violation of this Lease. Any enforcement action based on criminal activity will require corroborating evidence of the underlying conduct, evaluated under a preponderance of the evidence standard, and consistent with 24 CFR 5.851, 24 CFR Part 960, and 24 CFR Part 982, as well as applicable state and local laws.

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

A. PHA Responsibilities –

1. PHA shall be responsible for repair of the unit within a reasonable period of time after receiving notice from Tenant, provided, if the damage was caused by Tenant, household members, or guests, the reasonable costs of the repairs shall be charged to the Tenant. [966.4 (h)(2)]

2. PHA shall offer Tenant a replacement dwelling unit, if available, if necessary, repairs cannot be made within a reasonable time. [966.4 (h)(3)]
3. In the event PHA, as described above cannot make repairs, and alternative accommodations are available, then rent shall abate in proportion to the seriousness of the damage and loss in value as a dwelling. No abatement of rent shall occur if Tenant rejects alternative accommodations or if Tenant, household members, or guests caused the damage. [966.4 (h)(4)]

B. Tenant Responsibilities –

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

Part VI: Move-In and Move-out Inspections:

- A. Move-in Inspection:** PHA and Tenant or representative shall inspect the dwelling unit prior to occupancy by Tenant. PHA will give Tenant a written statement of the condition of the dwelling unit, both inside and outside, and note any equipment provided with the unit. The statement shall be signed by PHA and Tenant and a copy of the statement retained in Tenant's file. [966.4 (i)] PHA will correct any deficiencies noted on the inspection report, at no charge to Tenant.
- B. Move-out Inspection:** PHA will inspect the unit at the time Tenant vacates and give Tenant a written statement of the charges, if any for which Tenant is responsible. Tenant and/or representative may join in such inspection, unless Tenant vacates without notice to PHA. [966.4 (i)]

Part VII: Entry of Premises During Occupancy:

A. Tenant Responsibilities –

1. Tenant agrees that the duly authorized agent, employee, or contractor of PHA will be permitted to enter Tenant's dwelling during reasonable hours for the purpose of performing routine maintenance, making improvements or repairs, inspecting the unit, or showing the unit for releasing. [966.4 (j)(1)]
2. When Tenant calls to request maintenance on the unit, PHA shall attempt to provide such maintenance at a time convenient to Tenant. If Tenant is absent from the dwelling unit when PHA comes to perform maintenance, Tenant's request for maintenance shall constitute permission to enter.

B. PHA Responsibilities –

1. PHA shall give Tenant at least 48 hours written notice that PHA intends to enter the unit. PHA may enter only at reasonable times. [966.4 (j)(1)]
2. PHA may enter Tenant's dwelling unit at any time without advance notification when there is reasonable cause to believe that an emergency exists. [966.4 (j)(2)]
3. If Tenant and all adult members of the household are absent from the dwelling unit at the time of entry, PHA shall leave in the dwelling unit a written statement specifying the date, time and purpose of entry prior to leaving the dwelling unit. [966.4 (j)(3)]

Part VIII: Notice Procedures:

- A. Tenant Responsibility –** Any notice to PHA must be in writing, delivered to the Management Office, or sent by prepaid first-class mail, properly addressed. Intent to Vacate Notice shall be given at least 28 days prior to move out. [966.4 (k)(1)(ii)]
- B. PHA Responsibility –** Notice to Tenant must be in writing, delivered to Tenant or to any adult member of the household residing in the dwelling unit, or sent by first-class mail addressed to Tenant. [966.4 (k)(1)(i)]
- C. Unopened, canceled, first class mail returned by the Post Office shall be sufficient evidence that notice was given.**

D. If Tenant is visually impaired, all notices must be in an accessible format. [966.4 (k)(2)]

Part IX: Termination of the Lease:

- A. This Lease may be terminated only for serious or repeated violations of material terms of the Lease, such as failure to make payments due under the Lease or to fulfill Tenant obligations set forth in the Lease, or for other good cause. [966.4 (l)(2)] Such serious or repeated violation of terms **shall include but are not limited to:**
1. The failure to pay rent or other payments when due;
 2. Repeated late payment, which shall be defined as failure to pay the amount of rent or other charges due by the sixth business day of the month. Four such late payments within a 12-month period shall constitute a repeated late payment;
 3. Misrepresentation on behalf of the Tenant of family income, assets, or composition;
 4. Failure to supply, in a timely fashion, any certification, release, information, or documentation on family income or composition needed to process annual reexaminations or interim redeterminations, or to sign required consent forms;
 5. Failure to provide or verify social security numbers of household members in a timely fashion; [5.218(c) & 960.259 (a)(3)]
 6. Failure to submit required documentation within the specified timeframe concerning any member's citizenship or immigration status, or if the United States Citizenship and Immigration Services (USCIS) does not verify eligible immigration status, or if the Tenant knowingly allows an individual who is ineligible under HUD's non-citizenship rules to reside in the unit; [5.514 (c) & (d) & 960.259 (a) & (d) and 960.259 (a)]
 7. Failure to permit access to the unit by PHA after proper advance notification for the purposes of performing routine inspections and maintenance, for making improvements or repairs, or to show the dwelling unit for re-leasing, or without advance notice if there is reasonable cause to believe that an emergency exists;
 8. If the family has breached the terms of a repayment agreement entered into with PHA;
 9. If a family member has violated federal, state, or local law that imposes obligations in connection with the occupancy or use of the premises;
 10. If the PHA determines that a household member's abuse or pattern of abuse of alcohol affects the health, safety, or right to peaceful enjoyment of the premises by other residents;
 11. If the PHA determines that a household member has ever been convicted of the manufacture or production of methamphetamine on the premises of federally assisted housing; [966.4 (l)(5)(i)(A)]
 12. If the PHA determines that a Tenant, a member of the Tenant's household, or guest engaged in drug-related criminal activity on or off the premises, or any such activity engaged in on the premises by any other person under the Tenant's control; [966.4 (l)(5)(i)(B)]
 13. If the PHA determines that a household member is illegally using a drug, or that a pattern of illegal drug use interferes with the health, safety, or right to peaceful enjoyment of the premises by other residents; [966.4 (l)(5)(i)(B)]
 14. If any member of the household becomes subject to a lifetime sex offender registration requirement;
 15. Discovery by the PHA that a member of the assisted household was subject to a lifetime sex offender registration requirement at admission and was erroneously admitted to the program;
 The PHA is required to offer the family the opportunity to remove the ineligible family member from the household. If the family is unwilling to remove that individual from the household, the PHA must terminate assistance.
 16. Discovery after admission of facts that made the Tenant ineligible;
 17. Serious or repeated damage to the dwelling unit, creation of physical hazards in the unit, common areas, grounds, or parking areas of any project site;
 18. Criminal activity by Tenant, household member, guest, or other person under Tenant's control, including criminal activity that threatens the health, safety, or right to peaceful enjoyment of PHA's public housing premises by other residents;
 19. PHA will not terminate this Lease based solely on arrest records. Termination decisions involving criminal activity will be based on reliable evidence of conduct, not merely on the fact of arrest, and will comply

with HUD regulations and applicable state/local law. PHA will consider the nature, severity, and recency of the conduct, mitigating circumstances, and evidence of rehabilitation before making a decision.

20. Offensive weapons or illegal drugs seized in a PHA unit by a law enforcement officer;
21. If Tenant or any member of Tenant's household is fleeing to avoid prosecution, or custody or confinement after conviction, for a crime, or attempt to commit a crime, that is a felony under the laws of the place from which the individual flees (or that, in the state of New Jersey, is a high misdemeanor), or violating a condition of probation or parole imposed under federal or state law;
22. Any fire on PHA premises caused by carelessness or unattended cooking;
23. Failure on the part of the Tenant to accept an offer of a lease revision by the PHA, provided PHA has complied with regulatory and policy requirements in giving written notice of the offer of the Lease revision at least 60 calendar days prior to the proposed effective date of the lease, and with the offer specifying a reasonable time limit within that period for acceptance by the Tenant. [966.4 (1)(2)(iii)(E)]
24. Notices of lease violation will be issued to residents who purposely disengage the unit's smoke detector. Only one warning will be given. A second incidence will result in lease termination.

B. PHA shall give written notice of the proposed termination of the Lease of:

1. 30 days in the case of failure to pay rent;
2. Reasonable time, but not to exceed 30 days, considering the seriousness of the situation when the health or safety of other tenants or PHA staff is threatened;
3. 30 days in any other case. [966.4 (1)(3)]

C. The notice of termination:

1. Tenant may terminate this Lease at any time by giving twenty-eight (28) calendar days written notice as described in Section VIII, above. PHA will conduct a pre-vacate inspection to determine what, if any, damages may exist. Unit keys must be returned to the Management Office in order to properly vacate a unit.
2. PHA notice of termination to Tenant shall state specific reasons for the termination, shall inform Tenant of his/her right to make such reply as he/she may wish, and Tenant's right to examine and copy PHA documents directly relevant to the termination or eviction. [966.4 (1)(3)(ii)]
3. If the PHA is required to offer Tenant the opportunity for a grievance hearing, and the Tenant requests such hearing, the PHA will schedule within a reasonable period of time. In order to ensure impartiality, the hearing officer selected by the PHA will be a knowledgeable, qualified individual other than the person who made or approved the PHA action under review, or a subordinate of such person.
4. When PHA is required to offer Tenant the opportunity for a grievance hearing, the notice shall also inform Tenant of the right to request such a hearing in accordance with PHA's grievance procedures. [966.4 (1)(3)(ii)]
5. Any notice to vacate (or quit) that is required by State or local law may be combined with or run concurrently with the notice of Lease termination under this section. [966.4 (1)(3)(iii)] The Notice to Vacate must be in writing and specify that if Tenant fails to quit the premises within the applicable statutory period, appropriate action will be brought against Tenant, and if PHA prevails in court, Tenant may be required to pay the costs of court and attorney's fees.
6. When PHA is required to offer Tenant the opportunity for a grievance hearing concerning the Lease termination under PHA's grievance procedure, the Lease shall not terminate (even if any Notice to Vacate under State or local law has expired) until the period to request a hearing has expired, or (if a hearing is requested) the grievance process has been completed. [966.4 (1)(3)(iv)]
7. The PHA is located in a due-process state. The term 'due process determination' means a determination by HUD that the laws of the jurisdiction require that the Tenant be given the opportunity for a hearing in court which provides the basic elements of due process before eviction from the dwelling unit. [966.51] Therefore, the PHA, in accordance with regulations, excludes from the PHA administrative grievance procedure any grievance concerning a termination of tenancy or eviction that involves:
 - a. Any criminal activity that threatens the health, safety or right to peaceful enjoyment of the premises of other residents or employees of the PHA;
 - b. Any violent or drug-related criminal activity on or off such premises; or

- c. Any criminal activity that resulted in felony conviction of a household member.
- 8. When PHA is not required to offer the Tenant the opportunity for a hearing under the grievance procedure and PHA has decided to exclude such grievance from PHA grievance procedure, the notice of Lease termination shall (a) state that Tenant is not entitled to a grievance hearing on the termination; (b) specify the judicial eviction procedure to be used by PHA for eviction and state that HUD has determined that this eviction procedure provides the opportunity for a hearing in a court that contains the basic elements of due process as defined in HUD regulations; and (c) state whether the eviction is for a criminal activity that threatens health or safety of residents or staff or for drug related criminal activity. [966.4 (1)(3)(v)]
- 9. PHA may evict Tenant from the unit only by bringing a court action. [966.4 (1)(4)]
- 10. In deciding to evict for criminal activity, PHA shall have discretion to consider (or not to consider) all of the circumstances of the case, including the seriousness of the offense, the extent of participation by or awareness of family members, and the effects the eviction would have both on family members not involved in the proscribed activity and on the family's neighbors. In appropriate cases, PHA may permit continued occupancy by remaining family members and may impose a condition that family members who engaged in the proscribed activity will neither reside in nor visit the unit. PHA may require a family member who has engaged in the illegal use of drugs to present credible evidence of successful completion of a treatment program as a condition to being allowed to reside in the unit. [966.4 (1)(5)]
- 11. When a PHA evicts a Tenant from a dwelling unit for criminal activity the PHA shall notify the local post office serving that dwelling unit that such individual or family is no longer residing in the unit so the post office will stop mail delivery for such persons and they will have no reason to return to the unit. [966.4 (1)(5)(ii)]

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

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

- A. PHA Responsibility: The standards that follow will be applied fairly and uniformly to all Tenants. PHA will inspect each unit at least annually to determine compliance with the standards. Upon completion of an inspection, PHA will notify Tenant in writing if he/she fails to comply with the standards. PHA will advise Tenant of the specific correction(s) required establishing compliance, and indicating that training is available. Within a reasonable period of time, PHA will schedule a second inspection. Failure of a second inspection will constitute a violation of the Lease terms. Training will be available at no cost to any Tenant requesting or needing assistance in complying with the Housekeeping Standards.
- B. Tenant Responsibility: Tenant is required to abide by the standards set forth below. **A failure to abide by the Housekeeping Standards that results in the creation or maintenance of a threat to health or safety is a violation of the Lease terms and can result in eviction.**
- C. Housekeeping Standards: Inside the Unit

General -

- 1. Walls: should be clean, free of dirt, grease, holes, cobwebs, and fingerprints.
- 2. Floors: should be clean, clear of food, dry and free of hazards.
- 3. Ceilings: should be clean and free of cobwebs.
- 4. Ceiling Fans: should be clean and free of cobwebs.
- 5. Drapes should be intact.
- 6. Windows: should be clean and not nailed shut. Shades or blinds should be intact.
- 7. Woodwork: should be clean, free of dust, gouges, or scratches.
- 8. Doors: should be clean, free of grease and fingerprints. Doorstops should be present. Locks should work.

9. Heating units: should be dusted and access uncluttered.
10. Trash: shall be disposed of properly and not left in the unit.
11. Air Conditioners: should be dusted and filter cleaned monthly.
12. Entire unit should be free of rodent or insect infestation.

Kitchen –

1. Stove: should be clean and free of food and grease.
2. Refrigerator: should be clean, inside and out. Freezer door should close properly, and freezer should have no more than one inch of ice.
3. Cabinets: should be clean and neat. Cabinet surfaces and countertop should be free of grease and spilled food. Cabinets should not be overloaded. Storage under the sink should be limited to small or lightweight items to permit access for repairs. Heavy pots and pans should not be stored under the sink.
4. Exhaust fan: should be free of grease and dust.
5. Sink: should be clean, free of grease and garbage. Dirty dishes should be washed and put away in a timely manner.
6. Food storage areas: should be neat and clean without spilled food.
7. Trash/garbage: should be stored in a covered container until removed to the disposal area.

Bathroom –

1. Toilet and tank: should be clean and odor free.
2. Tub and shower: should be clean and free of excessive mildew and mold. Where applicable, shower curtains should be in place and of adequate length.
3. Lavatory: should be clean.
4. Exhaust fans: should be free of dust.
5. Floor should be clean and dry.

Storage Areas –

1. Pantry: should be neat and clean, with no objects in front of the circuit breaker box.
2. Other closets: should be neat and clean. No highly volatile or flammable materials should be stored in the unit.
3. Storage Unit: should be free of debris, motor vehicle parts, and flammable materials.

D. Housekeeping Standards: Outside the Unit -

1. Parking lot: should be free of abandoned cars. There should be no car repairs in the lots.
2. Hallways: should be clean and free of hazards.
3. Stairwells: should be clean and uncluttered.
4. Laundry areas: should be clean and neat. Remove lint from dryers after use.

Part XII: Domestic Violence, Dating Violence, Sexual Assault or Stalking

- A. Incidents of actual or threatened domestic violence, dating violence, sexual assault or stalking may not be construed either as serious or repeated violations of the lease by the victim of such violence or as good cause for terminating the tenancy or occupancy rights of the victim of such violence. [Violence Against Women Act of (VAWA), 24 CFR 5.2003].
- B. Under the authority provided in Section 6(1)(6)(B) of the United States Housing Act of 1937, as amended (42 U.S.C. §1437d(1)(6)(B)), PHA has the authority:
 1. To require certification and documentation when the actions of a Resident or other family member result in a determination by PHA to terminate the family's lease and another family member claims that the actions involve criminal acts of physical violence against the family members or others. [VAWA]
 2. To terminate the tenancy of any tenant if the PHA can demonstrate an actual and imminent threat to other tenants or those employed at or providing service to the property. [VAWA]
 3. To bifurcate the lease, or to remove a household member from the lease, in order to evict, remove, terminate occupancy rights, or terminate assistance to any individual who is a tenant or lawful occupant

and who engages in criminal acts of physical violence against family members or others, without evicting, removing, terminating assistance to, or otherwise penalizing the victim of such violence who is also a tenant or lawful occupant. This authority supersedes any local, state, or other federal law to the contrary. [VAWA]

Part XIII: Reasonable Accommodation for Persons with Disabilities: For all aspects of the Lease and grievance procedures, a person with disabilities shall be provided reasonable accommodation to the extent necessary to provide the disabled individual with an opportunity to use and occupy the dwelling unit equal to a non-disabled person. The Tenant may at any time during the term of the Lease or during any renewal term request reasonable accommodation, including reasonable accommodation so that the resident can meet Lease requirements or other requirements of tenancy.

Part XIV: Definitions

- A. "Household" is the family and the PHA-approved live-in aide, family members of live-in aides, and foster children and/or adults. [5.100; Form HUD-50058 Instruction Booklet]
- B. "Guest" is a person temporarily staying in the unit with the consent of a Tenant or other member household who has express or implied authority to so consent on behalf of the Tenant. [5.100]
- C. "Other person under Tenant's Control" means a person who is or was at the time of the activity in question, on the premises because of an invitation from the tenant or other member of the household who has express or implied authority to so consent on behalf of the Tenant. Absent evidence to the contrary, a person temporarily and infrequently on the premises solely for legitimate commercial purposes is not under the Tenant's control. [5.100]
- D. "Premises" means the building, complex or development in which the public or assisted housing dwelling is located, including common areas or grounds.
- E. "Material noncompliance" includes:
 - 1. One or more substantial violations of the lease and regulations;
 - 2. Repeated minor violations of the lease and regulations that:
 - a. Disrupt the livability of the project;
 - b. Adversely affect the health or safety of any person or the right of any tenant to the quiet enjoyment to the leased premises and related project facilities;
 - c. Interfere with the management of the project; or
 - d. Have an adverse financial effect on the project.
 - 3. Failure of the tenant to timely supply all required information on the income and composition, or eligibility factors, of the tenant household (including but not limited to, failure to meet the disclosure and verification requirements for Social Security Numbers, or failure to sign and submit consent forms for the obtaining of wage and claim information);
 - 4. Nonpayment of rent or any other financial obligations due under the lease beyond any grace period permitted under state law. The payment of rent or any other financial obligation due under the lease after the due date but within the grace period permitted under state law constitutes a minor violation.
- F. "Pattern of illegal drug use" means more than one incident of any use of illegal drugs during the previous three months.
- G. "Pattern of abuse of alcohol" means more than one incident of any such abuse of alcohol during the previous three months.
- H. "Drug-related criminal activity" means the illegal possession, manufacture, sale, distribution, use or possession with intent to manufacture, sell, distribute, or use of a controlled substance as defined in Section 102 of the Controlled Substances Act. [966.4 (f)(12)]

Part XV: Tenant Certification and Execution: I, **George Washington**, hereby certify that I, and other members of my Household, have not committed any fraud in connection with any federal housing assistance program, unless such fraud was fully disclosed to the PHA before execution of the Lease, or before PHA approval for occupancy of the unit by the Household member.

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

By signature below, Tenant and household agree to the terms and conditions of this Lease and all additional documents made a part of the Lease by reference. Tenant and household further acknowledge that the Provisions of this Lease Agreement, Parts I through XIV have been received and thoroughly explained, and all questions answered.

TENANT	_____	DATE _____
CO-TENANT	_____	DATE _____
MANAGEMENT	_____	DATE _____
	Executive Director	

ATTACHMENTS

If indicated by an [X] below, PHA has provided the Tenant with the following attachments and information:

- | | |
|---|--|
| ☐ Flat Rate Rent vs Income-based Rent | ☐ Maintenance Fees |
| ☐ Excess Utility and Satellite/Cable Policy | ☐ Emergency Plan |
| ☐ Pet / Assistance Animal Policies | ☐ Move in Inspection |
| ☐ House Rules | ☐ Tenant Handbook |
| ☐ Smoke Free Policy | |
| ☐ Storage Room Policy | |
| ☐ Bed Bug Policy | |
| ☐ Violence Against Women Act HUD 5380 & 5382 | |
| ☐ Lead Disclosure & Information Pamphlet | ☒ ALL |