



LEASE IS IN TWO PARTS:

4-2023

Resolution 2355

Part II Terms and Conditions

THIS LEASE AGREEMENT (called the "Lease") is between the Housing Authority of the City of Colorado Springs, d/b/a Colorado Springs Housing Authority ("CSHA") and Tenant named in Part II of this Lease (called "Tenant"). [966.4 (a)]

I. Description of the Parties and Premises: [966.4 (a)]

- (a) CSHA, using data provided by Tenant about Tenant's income, family composition, and needs, leases to Tenant, the property (called "Premises" or "dwelling unit" or "unit") described in Part I of this Lease Agreement, subject to the Terms and conditions contained in this Lease. [966.4 (a)]
- (b) Premises must be used as the only private residence of the Tenant and the family members named on Part II of this Lease. CSHA may, by prior written approval, consent to Tenant's use of the unit for legal profit-making activities subject to CSHA's policy on such activities. [966.4-(d)(l) & (2)]
- (c) Any additions to the household members named on the Lease, including Live-in Aides and foster children, but excluding natural births, adoptions, and court awarded custody require CSHA's advance written approval. Such approval will be granted only if the new family members pass CSHA's screening criteria and a unit of the appropriate size is available. [966.4-(a)(2)&(d)(3)(i)]
Tenant agrees to wait for CSHA's approval before allowing additional persons to move into the Premises. Failure on the part of Tenant to comply with this provision is a serious violation of the material terms of the Lease, for which CSHA may terminate the Lease in accordance with Section XVI. [966.4 (f)(3)]
- (d) Tenant shall report deletions (for any reason) from the household of members named on the Lease to the CSHA orally, in writing, or by another effective form of communication, within 10 days of the occurrence. All non-written reports will be reduced to writing. [966.4-(c)(l) & (2) & (f)(3)]

II. Lease and Amount of Rent

- (a) Unless otherwise modified or terminated in accordance with Section XVI, this Lease shall be renewed for successive terms of one calendar year. [966.4 (a)(I)]
- (b) The rent amount is stated in Part I of this Lease. Rent shall remain in effect unless adjusted by CSHA in accordance with Section VII herein. [966.4 (c)] The amount of the Total Tenant Payment and Tenant Rent shall be determined by the CSHA in compliance with HUD regulations and requirements and in accordance with CSHA's Admissions and Continued Occupancy Policy ("ACOP"). [966.4-(c)]
- (c) Rent is DUE and PAYABLE in full in advance on the first day of each month and shall be considered delinquent after the seventh calendar day of the month. Partial payments may not be accepted. Rent may include utilities as described in Lease Part I, and includes all maintenance services not due to normal wear and tear. [966.4-(e)(1)&(3)] When CSHA makes any change in the amount of Total Tenant Payment or Tenant Rent, CSHA shall give written notice to Tenant. The notice shall state the new amount, and the date from which the new amount is applicable. Rent redeterminations 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 CSHA. If Tenant asks for an explanation, CSHA shall respond in a reasonable time. [966.4 (c)(4)]

III. Other Charges: In addition to rent, Tenant is responsible for the payment of certain other charges specified in this Lease. The type(s) and amounts of other charges are specified in Part I of this Lease Agreement. Other charges can include: [966.4 (b)(2)]

- (a) Maintenance costs -- The cost for 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 or by guests. When CSHA 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 CSHA in management's office or (for work not listed on the Schedule of Maintenance Charges) based on the actual cost to CSHA for the labor and materials needed to complete the work. If overtime work is required, overtime rates shall be charged. [966.4-(b)(2)]
- (b) Excess Utility Charges -- At developments where utilities are provided by CSHA, a charge shall be assessed for excess utility consumption due to the operation of major tenant-supplied appliances. This charge does not apply to Tenants who pay their utilities directly to a utility supplier. [966.4- (b)(2)]
- (c) Late Charges -- Rent shall not be considered paid until it is actually received by Management. A late charge of twenty dollars (\$20.00) will be posted to Tenant's account if the monthly rent is not received by Management by the close of business on the seventh (7th) day of the month. If a check is returned by Tenant's bank for any reason a twenty dollars (\$20.00) charge will be posted to the Tenant's account in addition to the full rent installment, late charges, and any other amounts due. The late charges will be due and

- payable 14 days after Management gives written notice to Tenant. Rent shall be paid by money order, check or certified check. [966.4-(b)(4)]
- (d) All payments under monetary evictions must be paid by money order or certified funds as described on the Notice of Proposed Eviction.

IV. Payment Location: Rent and other charges can be paid at the Main Office of the CSHA located at 831 S. Nevada Avenue, Colorado Springs, Colorado, on business days between 7:30 a.m. and 5:00 p.m. or online at www.csha.us. CSHA will not accept cash. Tenants who have submitted a check that is returned for insufficient funds may be required to make all future payments by cashier's check or money order.

V. Security Deposit

- (a) Tenant Responsibilities: Tenant agrees to pay as a Security Deposit an amount equal to the amounts listed in Part One of the Lease. [966.4 (b) (5)]
- (b) CSHA's Responsibilities: CSHA will use the Security Deposit at the termination of this Lease:
1. To pay the cost of any rent or any other charges owed by Tenant at the termination of this Lease.
 2. To reimburse the cost of repairing any intentional or negligent damages to the dwelling unit caused by Tenant, household members or guests.

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 CSHA has inspected the dwelling unit.

The return of a security deposit shall occur within 60 days after Tenant moves out. CSHA agrees to return the Security Deposit, if any, to Tenant within 60 days after Tenant vacates the Premises, less any deductions for any costs indicated above. Any refund and a statement of charges will be sent to the Tenant's last known address. If any deductions are made, CSHA will furnish Tenant with a written statement of any such costs for damages and/or other charges deducted from the Security Deposit.

VI. Utilities and Appliances [966.4-(b)(I)]

- (a) CSHA Supplied Utilities: If indicated by an (X) on Part I, CSHA will supply the indicated utility: electricity, natural gas, water, sewer service, trash collection. CSHA will not be liable for the failure to supply utility service for any cause whatsoever beyond its control. If indicated by an (X) on Part I of the Lease Agreement, CSHA will provide a cooking range and refrigerator. Other major electrical appliances, air conditioners, freezers, extra refrigerators, washers, dryers, etc., may be installed and operated only with the written approval of CSHA. A monthly service charge will be payable by Tenant for the electricity used in the operation of such appliances, as shown in Part I Section VII of the Lease. [966.4-(b)(2)]
- (b) Tenant-paid Utilities: If Tenant resides in a development where CSHA does not supply electricity, natural gas, water, sewer service, or trash collection, an Allowance for Utilities shall be established, appropriate for

the size and type of dwelling unit, for utilities Tenant pays directly to the utility supplier. The Total Tenant Payment less the Allowance for Utilities equals Tenant Rent. If the Allowance for Utilities exceeds the Total Tenant Payment, CSHA will pay a Utility Reimbursement each month. [5.632] CSHA may change the Allowance at any time during the term of the Lease and shall give Tenant 60 days written notice of the revised Allowance along with any resultant changes in Tenant Rent or Utility Reimbursement. [965.473-(c)]

If Tenant's actual utility bill exceeds the Allowance for Utilities, Tenant shall be responsible for paying the actual bill to the supplier. If Tenant's actual utility bill is less than the Allowance for Utilities, Tenant shall receive the benefit of such saving. CSHA will not be responsible for failure to furnish utilities by reason of any cause beyond its control. Tenant will be charged for any damages resulting from Tenant's failure to maintain sufficient heat in the dwelling. Failure of Tenant to maintain utility service to the dwelling shall render the dwelling substandard and be cause for termination of the tenancy.

- (c) Tenant Responsibilities: Tenant agrees not to waste the utilities provided by CSHA and to comply with any applicable laws, regulations, or guidelines 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.
- (d) Tenants that pay utilities directly to the utility company agree to sign a third party notification form with Colorado Springs Utilities.
- (e) Utilities should be in the head of household's name.

VII. 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 Tenant and other household members listed on the Lease. With the prior written consent of CSHA, members of the household may engage in legal profit making activities in the dwelling unit. [966.4-(d)-(1) & (2)]
- (b) Tenant has the right to live in and physically occupy the dwelling unit, except for reasonable absences for vacations, hospitalizations, or rehabilitation. Whenever Tenant knows that the dwelling unit will be unoccupied for a period of fourteen (14) days or longer, Tenant will notify CSHA in writing in advance. Tenant is responsible for maintaining the dwelling unit as spelled out in Section IX Tenant's Obligations of this Lease during their absence.
- (c) Tenant may have guests or visitors for a period not exceeding fourteen (14) days in a twelve month period. Permission may be granted upon a request to the manager for an extension of this provision made orally, in writing, or by another effective form of communication. All non-written requests will be reduced to writing. Guests must provide Identification when requested by CSHA. [966.4 (d)(1)]

- (d) Ability to Comply with Lease: 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 CSHA cannot make a reasonable accommodation that would enable Tenant to comply with the Lease THEN, CSHA will assist Tenant, or designated member(s) of Tenant's family, to find more suitable housing. If there are no family members who can or will take responsibility for moving Tenant, CSHA will work with appropriate agencies to secure suitable housing and will terminate the Lease. [8.3]
- (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.
- (1) The status of each family shall be re-examined at least once a year. Annually CSHA will give each family the opportunity to choose between two methods for determining the amount of rent payable monthly by Tenant, either an income based rent or a flat rent. Tenants paying flat rent shall have their incomes reexamined every three years. At the annual recertification Tenant shall certify to compliance with the 8 hour per month community service requirement, if applicable.[960.209]
- (2) Tenant promises to supply CSHA, when requested, with accurate information about family composition, age of family members, income and source of income of all family members, assets, community service activities, and related information necessary to determine eligibility, annual income, adjusted income, and rent. [966.4-(c)(2)]
- (a) Failure to supply such information when requested is a serious violation of the terms of the Lease and CSHA may terminate the Lease.
- (b) All information must be verified. Tenant agrees to comply with CSHA requests for verification by signing releases for third-party sources, presenting documents for review, or providing other suitable forms of verification. If Tenant fails to provide verifications in a timely fashion an eviction will be issued one month prior to Lease ending. [966.4-(c)(2)]
- (c) CSHA shall give Tenant reasonable notice of what actions Tenant must take, and of the date by which any such action must be taken for compliance under this section. This information will be used by CSHA to determine whether the amount of the rent should be changed, and whether the dwelling size is still appropriate for Tenant's needs. This determination will be made in accordance with CSHA's Admission and Continued Occupancy Policy ("ACOP"), which is publicly posted in the CSHA Office. A copy of the policies can be furnished on request at the expense of the person making the request.
- (3) Rent will not change during the period between regular re-examinations, unless during such period: [960.209-(b)]

- (a) Tenant has a verifiable change in his/her monthly income. If there is a verifiable income decrease, the rent may be reduced. If there is a verifiable income increase of \$200.00 per month, or \$2,400.00 annually, rent will be increased. Except that rent shall not be reduced if a Tenant's TANF grant is reduced because Tenant committed welfare fraud or failed to comply with a welfare department economic self-sufficiency requirement. If a reduction is granted, Tenant must report subsequent increases in income within 10 days of the occurrence, until the next scheduled re-examination. (Failure to report within the 10 days may result in a retroactive rent charge.)
 - (b) If it is found that Tenant has misrepresented the facts upon which the rent is based so that the rent Tenant is paying is less than the rent that he/she should have been charged, CSHA then may apply an increase in rent retroactive to the first of the month following the month in which the misrepresentation occurred.
 - (c) Rent formulas or procedures may be changed by Federal law or regulation.
- (4) All changes in family composition must be reported to the Housing Manager within 10 days of the occurrence. Failure to report within 10 days may result in a retroactive rent charge. [966.4 (c) (2)] This Lease will NOT be revised to permit a change of family composition resulting from a request to allow an adult child to move back into the unit unless CSHA determines that it is essential for an adult child to move back in as the caregiver of Tenant and the change does not disqualify the family for the size unit it is currently occupying.
- (a) Rent Adjustments: Tenant will be notified in writing of any rent adjustment due to the situations described above. All notices will state the effective date of the rent adjustment.
- 1. In the case of a rent reduction, the adjustment will become effective on the first day of the month following the reported change in circumstances, provided Tenant reported the change in a timely manner, as specified above.
 - 2. In the case of a rent increase, when an increase in income occurs after a prior rent reduction and is reported within 10 calendar days of the occurrence, the increase will become effective the first day of the 2nd month following the month in which the change was reported.
 - 3. In the case of a rent increase due to misrepresentation, failure to report a change in family composition, or failure to report an increase in income (after a reduction in rent per the fixed rent policy), CSHA shall apply the increase in rent retroactive to the first of the month following the month in which the misrepresentation occurred.

VIII. Transfers [966.4-(c)(3)]

- 1. Tenant agrees that if CSHA determines that the size or design of the dwelling unit is no longer appropriate to Tenant's needs, CSHA shall send

- Tenant written notice. Tenant further agrees to accept a new lease for a different dwelling unit of the appropriate size or design.
2. CSHA may transfer Tenant into another unit if it is determined necessary to rehabilitate or demolish Tenant's unit.
 3. If a Tenant makes a written request for special unit features in support of a documented disability, CSHA shall modify Tenant's existing unit or at CSHA's option, transfer Tenant to another unit with the features requested at CSHA's expense.
 4. A tenant without disabilities that is housed in a unit with special features must transfer to a unit without such features if CSHA determines that a tenant with disabilities needs the unit.
 5. In the case of involuntary transfers, Tenant shall be required to move into the dwelling unit made available by CSHA. Tenant shall be given 7 days in which to move following termination of the current lease. If Tenant refuses to move, the Tenant may be evicted. [966.4-(c)(3)]
 6. Involuntary transfers are subject to the Grievance Procedure, and no such transfers may be made until either the time to request a Grievance has expired or the procedure has been completed. [966.4-(c)(4)]
 7. CSHA will consider any Tenant requests for transfers in accordance with the transfer priorities established in the ACOP.

IX. CSHA Obligations [966.4-(e)]: CSHA shall be obligated:

- (a) To maintain the dwelling unit and the project in decent, safe, and sanitary condition; [966.4(e)(1)]
- (b) To comply with the requirements of applicable building codes, housing codes, and HUD regulations materially affecting health and safety; [966.4-(e)(2)]
- (c) To make necessary repairs to the dwelling unit; [966.4-(e)(3)]
- (d) 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)]
- (e) To maintain in good and safe working order and condition electrical, plumbing, sanitary, heating, ventilating, and other facilities and appliances, including elevators supplied or required to be supplied by CSHA [966.4-(e)(5)]
- (f) To provide and maintain appropriate receptacles and facilities (except containers for the exclusive use of an individual tenant family) for the deposit of garbage, rubbish, and other waste removed from the Premises by Tenant as required by this Lease; [966.4-(e)(6)]
- (g) To supply running water and reasonable amounts of hot water and a 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)]
- (h) To notify Tenant of the specific grounds for any proposed adverse action by CSHA. (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 CSHA is required to afford Tenant the opportunity for a hearing under the CSHA 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, CSHA 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)]

X. Tenant's Obligations: Tenant shall be obligated:

- (a) Not to assign the Lease, nor sublease the dwelling unit. [966.4-(f)(1)]
- (b) Not to give accommodation to boarders or lodgers; (a boarder or lodger is defined as someone who is not a family member residing in tenant's unit in excess of fourteen (14) days in a twelve (12) month period). Overnight guests who are not a family member listed on the Lease may not occupy the dwelling without written permission from management. [966.4-(f)(2)]
- (c) Not to give accommodation to long term guests (in excess of fourteen (14) days in a twelve (12) month period) without the advance written consent of CSHA.
- (d) To use the dwelling unit solely as a private dwelling for Tenant and Tenant's household as identified in PART I of the 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 CSHA's Occupancy standards, and so long as CSHA 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 promulgated by CSHA for the benefit and well-being of the housing property and Tenant as determined by CSHA. These regulations shall be posted in a conspicuous manner in the CSHA office and incorporated by reference in this Lease. Violation of such regulations constitutes a violation of the Lease. [966.4-(f)(4)]
- (f) To comply with the requirements of applicable state, Federal, and local building or housing codes, materially affecting health and/or safety of the Tenant and household. [966.4-(f)(5)]
- (g) To keep the dwelling unit and other such areas as may be assigned to Tenant in a clean and safe condition. To pass inspections as required by Management including, but not limited to, pest control inspections. [966.4-(f)(6)]
- (h) To keep front and rear entrances and walkways for the exclusive use of Tenant, free from hazards and trash and keep the yard free of debris and litter.

(i) 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 CSHA [§ 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.

(j) To use only in a reasonable manner all electrical, sanitary, heating, ventilating, air-conditioning, and other facilities and appurtenances including elevators. [966.4(f)(8)]

(k) To refrain from, and to cause household members and guests to refrain from destroying, defacing, damaging, or removing any part of the dwelling unit or project. To refrain from creating, causing, or allowing serious or repeated physical hazards in the unit, common areas, grounds or parking lots. [966.4-(f)(9)]

(l) To pay reasonable charges (other than for wear and tear) for the repair of damage to the dwelling unit, project buildings, facilities, or common areas including landscaping caused by Tenant, household members, or guests. [§ 966.4(f)(10)]

(m) To assure that Tenant, any member of the household, a guest or another person under Tenant's control shall act in a manner that will:

1. Not disturb other residents' or neighbors' peaceful enjoyment of their accommodations; and/or
2. Be conducive to maintaining all of CSHA's projects in a decent, safe, and sanitary condition. [966.4 (f)(11)]

(n) To assure that Tenant, any member of the household, a guest, or another person under Tenant's control, shall not engage in:

1. Any criminal activity that threatens the health, safety, or right to peaceful enjoyment of CSHA's public housing premises by other residents or employees of CSHA, or;
2. Any drug-related criminal activity. (For the purposes of this Lease, the term 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)] Any criminal activity in violation of this Section X(l) shall be cause for termination of tenancy, and for eviction from the unit.

(o) To not alter the dwelling unit or patio/balcony in any manner, including, but not limited to, painting, installation of ceiling fan, or permanently affixing decorations, without the advanced written consent of Management. To make no changes to locks or install new locks on exterior and interior doors without CSHA's written approval.

(p) To act in a cooperative manner with neighbors and CSHA 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 CSHA staff.

(q) Tenants may possess firearms that are legal in the state of Colorado for self-defense and defense of others in their residences, provided they are otherwise-qualified and in compliance with all local, state, and federal legal

requirements applicable to the ownership, possession, transportation and use of firearms. Residents are prohibited from brandishing, displaying, or using firearms outside resident units, including in any common areas. Guests and other non-residents may not possess or use firearms in or on the leased premises or anywhere on CSHA property.

(r) To take precautions to prevent fires and to refrain from storing or keeping volatile or flammable materials upon the premises.

(s) To not obstruct sidewalks, entryways, galleries, passages, elevators, stairs, or doorways and to avoid using these for purposes other than going in and out of the dwelling unit.

(t) To not erect or hang radios, televisions, antennas or satellite dishes on or from any part of the dwelling unit, without specific written permission from CSHA, which permission shall set forth workmanship and location standards.

(u) To not place 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 CSHA.

(v) Pets shall not exceed 20 lbs. and be allowed only with written permission from CSHA, with payment of an additional deposit, as prescribed by CSHA. Information about pets that are not allowed by CSHA will be posted in the management's office building. Pets or other animals belonging to non-residents or guests may not visit the Premises at any time, except for Service or Assistance animals.

(w) Service or Assistance Animals, which serve a function for the disabled, are permitted with written permission from management. Pets or other animals belonging to non-residents or guests may not visit the premises at any time, except for Service or Assistance Animals.

(x) Vehicles on or about CSHA property must have valid registration and/or inspection stickers. Tenant shall refrain from parking any vehicles in any right-of-way or fire lane designated and marked by CSHA to include yards. Any inoperable or unlicensed vehicle may be removed from CSHA property at Tenant's expense. Automobile repairs are not permitted on CSHA property.

(y) If Tenant abandons the premises without notifying CSHA, before the term of the Lease ends, CSHA at its option and without notice, may enter the premises and remove the Tenant's property without recourse by the Tenant. Abandonment is defined as a period of 30 consecutive days of absence from the dwelling. Abandonment will constitute a breach of the Lease and be cause for termination of the Lease.

(z) To use reasonable care to keep dwelling unit in such condition as to ensure proper health and sanitation standards for Tenant, household members, and neighbors. TENANT SHALL NOTIFY CSHA PROMPTLY OF KNOWN NEED FOR REPAIRS TO 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.

(aa) To not commit any fraud in connection with any Federal housing assistance program.

(bb) To not receive assistance for occupancy of any other unit assisted under any Federal housing assistance program during the term of the Lease for head of household or any other household member.

(cc) To pay promptly any utility bills for utilities supplied to Tenant by a direct connection to the utility company, and to avoid disconnection of utility service for such utilities.

(dd) For each adult in the Tenant household to perform at least 8 hours per month of qualifying community service (as specified by the CSHA) unless the requirement is waived due to age, disability, or the fact that an adult is excused from this requirement because he/she is working at least 30 hours per week, attending an educational institution full time, or participating in some other qualified training program.

(ee) To prohibit guests from using Tenants mailbox for personal use.

(ff) To comply with the Pest Control Lease Addendum.

(gg) To comply with the Marijuana Policy.

(hh) To comply with the Smoke Free Policy.

(ii) To prohibit evicted CSHA participants/tenants as guests on any CSHA property.

(jj) To prohibit registered sex offenders from residing in the unit.

XI. Conditions Hazardous to Life, Health, or Safety: In the event 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)]

CSHA Responsibilities:

- CSHA 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 cost of the repairs shall be charged to Tenant. [966.4 (h)(2)]
- CSHA shall offer Tenant a replacement dwelling unit, if available, or if an appropriate unit is not immediately available, shall provide temporary accommodations to the tenant by arranging for temporary lodging at a hotel or similar location if necessary repairs cannot be made within a reasonable time. CSHA is not required to offer Tenant a replacement unit if Tenant, household members, or guests caused the hazardous condition. [966.4-(h)(3)] Tenant shall accept any replacement unit offered by CSHA.
- In the event the CSHA cannot make timely repairs as described above, and alternative accommodations are not available, CSHA will transfer the Tenant to the first available and appropriate unit after the temporary relocation.
- If CSHA determines that the dwelling unit is uninhabitable because of imminent danger to the life, health, and safety of Tenant and Tenant refuses alternative accommodations, CSHA shall issue an eviction, and any remaining rent paid will be refunded to Tenant.

Tenant Responsibilities:

- Tenant shall immediately notify CSHA of damage to the unit including, but not limited to, pest problems or infestations. [966.4 (h)(l)]

XII. Move-in and Move-out Inspections

- (a) Move-in Inspection: CSHA and Tenant shall inspect the dwelling unit prior to occupancy by Tenant. CSHA 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 CSHA and Tenant and a copy of the statement retained in Tenant's file. [966.4 (i)]
- (b) Move-out Inspection: CSHA 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 may join in such inspection, (unless Tenant vacates without notice to CSHA.) [966.4].

XIII. Entry of Premises During Tenancy

Tenant and management agree that when the Tenant calls in a work order, such action constitutes permission of CSHA staff to enter the leased Premises during work hours. Tenant and management agree that when an inspection is completed, and a work order is entered from the inspector, a work order notice will be put on a hang tag and given to the Tenant or placed inside the unit. Such action will constitute notice to the Tenant. CSHA and Tenant agree that management will be able to enter Tenant's dwelling under the conditions listed below:

(a) CSHA Responsibilities-

1. If a work order has been called in by Tenant, or entered through the inspection process, with notice given to the Tenant as stated above, CSHA may enter the dwelling unit. If not, CSHA shall give Tenant at least 48 hours written notice that CSHA intends to enter the unit to complete routine maintenance. [966.4-U)(1)]
2. CSHA 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 0)(2)]
3. If Tenant and all adult members of the household are absent from the dwelling unit at the time of entry, CSHA 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 0)(3)]
4. If a pet or assistance animal is not under control while CSHA staff are performing duties listed in sub-sections (a)1 and (a)3 of this Section XIII, CSHA staff may leave and reenter another time to perform the duties.

(b) Tenant Responsibilities-

1. Tenant agrees that CSHA's duly authorized agents, employees, or contractors will be permitted to enter Tenant's dwelling during reasonable hours (8:00 a.m. to 5:00 p.m.) for the purpose of performing routine maintenance, making improvements or repairs, inspecting the unit, or showing the unit for re-leasing. [966.4 0)(1)]
2. If Tenant is absent from the dwelling unit when PHA comes to perform maintenance, inspect, or show the unit for re-leasing, Tenant's request for maintenance or prior written notice shall constitute permission for CSHA to enter.
3. If Tenant has a pet or assistance animal, Tenant agrees to have such animal under control while CSHA is in the dwelling unit performing duties listed in sub-sections (b)1 and (b)2 above.

XIV. Notice Procedures

(a) CSHA Responsibility

1. Notice to Tenant must be in writing, delivered to Tenant or to any adult member of the household residing in the dwelling unit, posted to the unit door, or sent by first-class mail addressed to Tenant. [966.4 (k)(1)(i)]
2. Unopened, canceled, first class mail returned by the Post Office shall be sufficient evidence that notice was given.
3. If Tenant is visually impaired, all notices must be in an accessible format, if requested by tenant. [966.4-(k)(2)]

(b) Tenant Responsibility

1. Any notice to CSHA must be made orally or in writing (or by another effective form of communication), delivered to the Project Office or to CSHA's central office, or sent by prepaid first-class mail, properly addressed. All non-written requests will be reduced to writing. [966.4-(k)(1)(ii)] If Tenant is visually impaired, all notices must be in an accessible format, if requested by tenant. [966.4- (k)(2)]

XV. Non-renewal of the Lease: Management reserves the right not to renew the Lease with tenant for the following reason:

- (a) Non completion of Community Service.

XVI. Termination of the Lease: In terminating the Lease, the following procedures shall be followed by CSHA and Tenant:

- (a) This Lease may be terminated for serious and/or repeated violations of material terms of the Lease, such as failure to make payments due under the Lease or to fulfill the Tenant obligations set forth in Section X above, or for other good cause. [966.4-(1)(2)] Such serious or repeated violation of terms shall include, but not be limited to, any violation of the Tenant Obligations contained in Section X, and:
1. The failure to pay rent or other payments when due. [966.4-(1)(2)]
 2. Repeated late payment, which shall be defined as failure to pay the amount of rent or other charges due by the seventh of the month. [966.4-(1)(2)]
 3. Failure to pay utility bills when Tenant is responsible for paying such bills directly to the supplier of utilities. [966.4-(1)(2)]
 4. Misrepresentation of family income, assets, or composition. [966.4 (c)(2)]
 5. Failure to wait for CSHA written approval before allowing additional persons to move into the premises, excluding natural births, adoptions, or court awarded custody.
 6. 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 to include community service. [966.4-(c)(2)]

7. Serious or repeated damage to the dwelling unit, or creation of physical or safety hazards in the unit, common areas, grounds, or parking areas of any project site. [966.4-(1)(2)]
 8. 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 CSHA's public housing premises by other residents, or any drug-related criminal activity. [966.4-(1)(2)]
 9. Weapons or illegal drugs seized in a CSHA unit by a law enforcement officer. [966.4 (1)(2)]
 10. Any fire on CSHA premises caused by carelessness or unattended cooking. [966.4 (1)(2)]
 11. Failure to pass inspection process.
 12. Refusal of unit offered by CSHA for an involuntary transfer.
 13. Failure to move when Lease is not renewed.
 14. Disturbing peaceful enjoyment of other residents/neighbors.
 15. Using medical or recreational marijuana in public housing unit, common areas or grounds even though state law may permit.
 16. Smoking in public housing unit, common areas or grounds in violation of CSHA's smoke free policy.
 17. Household member found to have manufactured or produced methamphetamine on the premises of federally assisted housing.
 18. Sex offenders subject to a lifetime registration requirement under State sex offender registration program.
 19. Reasonable cause to believe that a household member's illegal drug use, alcohol use, or pattern of drug or alcohol abuse may threaten the health, safety, or right to peaceful enjoyment of the premises by other residents.
- (b) CSHA shall give written notice of the proposed termination of the Lease.
1. Three (3) days for substantial violations as defined by State statutes (Notice to Quit).
 2. Fourteen (14) days in the case of failure to pay rent.
 3. A reasonable time, not to exceed thirty (30) days, considering the seriousness of the situation when the health or safety of other tenants or CSHA staff is threatened.
 4. 30 days in any other case. [966.4-(1)(3)(i)(A), (B) & (C)]
- (c) The 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 CSHA documents directly relevant to the termination or eviction. [966.4(1)(3)(ii)]
1. When CSHA 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 CSHA's grievance procedures. [966.4-(1)(3)(ii)]
 2. Any notice or demand 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 must be in writing and

specify that if Tenant fails to vacate the premises within the applicable statutory period, appropriate action will be brought against Tenant, and Tenant may be required to pay court costs and attorney's fees.

3. When CSHA is required to offer Tenant the opportunity for a grievance hearing concerning the lease termination under CSHA's grievance procedure, the tenancy shall not terminate (even if any notice or demand 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)]
 4. When CSHA is not required to offer Tenant the opportunity for a hearing under the 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 CSHA 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)]
 5. CSHA may evict Tenant from the unit only by bringing a court action. [966.4 (1)(4)]
- (d) Tenant may terminate this Lease at any time by giving thirty days' notice orally, in writing, (or by another form of effective communication) as described in Section XIII, above. All non-written notices will be reduced to writing.
- (e) In deciding to evict for criminal activity, CSHA 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 that the eviction would have both on family members not involved in the proscribed activity and on the family's neighbors. In appropriate cases, CSHA 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. CSHA 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)]
- (f) When CSHA evicts a Tenant from a dwelling unit for criminal activity CSHA 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)]

XVII. Waiver: No delay or failure by CSHA 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.

XVIII. Grievance Procedure All grievances or appeals arising under this Lease shall be processed and resolved pursuant to the adopted Grievance Procedure which is in effect at the time such grievance or appeal arises. This procedure is posted in the CSHA office and incorporated herein by reference. Lease termination for reasons of criminal activity which threatens the health, safety, or right to peaceful enjoyment of CSHA employees or other residents, and/or drug related activity on or near the premises shall be exempt from a Grievance Hearing.

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

- (a) CSHA Responsibility: The standards that follow will be applied fairly and uniformly to all Tenants. CSHA will inspect each unit at least annually, to determine compliance with the standards. Upon completion of an inspection CSHA will notify Tenant in writing if he/she fails to comply with the standards. CSHA will advise Tenant of the specific correction(s) required to establishing compliance. Within a reasonable period of time, CSHA will schedule a second inspection. Failure of a second inspection will constitute a violation of the Lease terms.
- (b) Tenant responsibility: Tenant is required to abide by the standards set forth below. Failure to abide by the Housekeeping Standards is a violation of the Lease terms and can result in Lease termination.
- (c) Housekeeping Standards: Inside the dwelling

General-

- 1. Walls must be clean, free of dirt, grease, holes, cobwebs, and fingerprints.
- 2. Floors must be clean, clear, dry and free of hazards.
- 3. Ceilings must be clean and free of cobwebs.
- 4. Windows and tracks must be clean and operable. Screens and blinds should be intact.
- 5. Woodwork must be clean, free of dust, gouges, or scratches.
- 6. Doors must be clean, free of grease and fingerprints. Doorstops must be present. Locks and hardware must be CSHA approved and operable.
- 7. Heating units must be free of clutter.
- 8. Trash shall be disposed of properly and not left in the unit.
- 9. Entire unit must be free of rodent or insect infestation.

Kitchen-

- 1. Stove must be clean and free of food and grease.
- 2. Refrigerator must be clean. Freezer door must close properly, and freezer must be free of ice.
- 3. Cabinets must be clean and neat. Cabinet surfaces and countertops must be free of grease and spilled food. Cabinets shall not be overloaded. Storage under the sink must be limited to small or lightweight items to permit access for repairs. Heavy pots and pans shall not be stored under the sink.
- 4. Exhaust fan should be free of grease and dust.

5. Sink must be clean, and free of grease and garbage.
6. Food storage areas must be neat and clean without spilled food.
7. Dishes must be washed and properly stored.

Bathroom-

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

Storage Areas and Garages-

1. Closets must be neat and clean. No highly volatile or flammable materials may be stored in the unit.
2. Other storage areas must be clean, neat, and free of hazards.
3. Garages may not be used as an extension of the living space.

All rooms to Include Hallways-

1. Egress windows shall not be blocked.
2. No electrical cover plates may be cracked.
3. No electrical cords may be in traffic areas where they are a tripping hazard. U.L. approved electrical cord covers must be used in any traffic area. Cable and phone wires must be covered with a rug.
4. All breaker boxes must be visible and accessible.
5. Smoke detectors and carbon monoxide detectors must be operable at all times.

Clutter - all rooms to Include Hallways and Garage-

1. Stored items that cause an accumulation which could result in an infestation, fire, tripping (i.e., piles of clothing) and/or other safety hazard will not be allowed.

Housekeeping Standards: Outside the dwelling

1. Yards must be free of debris, trash, and vehicles. Exterior walls must be free of graffiti. Lawns and vegetation must be watered, mowed, and maintained.
2. Porches (front and rear): must be clean and free of hazards. Any items stored on the porch shall not impede access to the unit.
3. Steps (front and rear): must be clean, and free of hazards.
4. Sidewalks must be clean and free of hazards.
5. Storm doors must be clean, with glass or screens intact.
6. Parking lot must be free of abandoned cars. There must be no car repairs on the site.
7. Hallways must be clean and free of hazards.
8. Stairwells must be clean and uncluttered.
9. Laundry areas must be clean and neat. Remove lint from dryers after use. Personal items may not be stored in common area or laundry room.
10. Utility room must be free of debris, motor vehicle parts, and flammable materials.

XX. Additional Provisions

(a) CSHA'S insurance does not cover Tenant's personal possessions in the event of loss due to fire, flood, theft, vandalism or other cause. If Tenant desires to insure personal possessions or to insure Tenant's personal liability, renters insurance should be obtained. CSHA will not be held liable for any damages done to or loss of the Tenant's personal property.

(b) If CSHA should for any reason, fail to ask a court of competent jurisdiction to take action against Tenant for violating any provision of the Lease, such action or non-action on the part of CSHA shall not be considered a waiver of any right to take legal action in the future with respect to that violation or with respect to any subsequent violation of that provision or other provisions. If CSHA raises or lowers the rent or changes the size of the dwelling unit, as required by the provisions of this Lease Agreement, such change shall not in any manner prevent CSHA from taking any and all action against Tenant for a prior or concurrent breach of any provision of this Lease Agreement.

(c) The persons listed in the Lease as Household Members are joint tenants. They shall be jointly and severally liable for all obligations, financial or otherwise, under this Lease, and each adult Tenant hereby agrees that each of the other adult Tenants shall have the authority to enter into any written amendments or modifications of the Lease on behalf of him/her so as to fully bind him/her. In simplest terms - joint and several liability means that each of the Tenants individually, and all of the Tenants collectively are responsible for fulfilling all of the obligations of the Lease.

(d) Disclosure Rights. Landlord may disclose the identities and addresses of Resident and all occupants to any requesting law enforcement or other governmental agency, including the U.S. Census Bureau. Landlord shall not be obligated to disclose any information to any other third-party. At Landlord's option, Landlord may disclose information regarding rental history if requested or authorized by resident in writing.

TENANT AGREES THAT ALL THE PROVISIONS OF THIS LEASE SECTION I AND II HAVE BEEN READ AND ARE UNDERSTOOD AND FURTHER AGREES TO BE BOUND BY ITS PROVISIONS, ATTACHMENTS, ADDENDUMS, AND CONDITIONS AS WRITTEN. NO CHANGES HEREIN SHALL BE MADE EXCEPT IN WRITING, SIGNED AND DATED BY BOTH PARTIES. TENANT ACKNOWLEDGES AND AGREES HE/SHE HAS NOT RELIED UPON ANY STATEMENTS, REPRESENTATIONS, AGREEMENTS OR WARRANTIES, EXCEPT AS ARE EXPRESSED HEREIN. (SIGNATURE REQUIRED ON PART II OF THE LEASE.)

XXI. Lead-Based Paint Notification

I have received a copy of the publication entitled Protect Your Family from Lead In Your Home, EPA 747-K-99-001 current edition. I understand it is my responsibility to read this brochure to be informed about lead based paint in the home.

Household Members

Signature Date

Signature Date

Signature Date

Signature Date

Address and Apartment Number Colorado Springs, CO

Housing Management Specialist II Date