

PUBLIC HOUSING LEASE

The Housing Authority is an independent subdivision of the Federal Government organized under the laws of the State of Idaho.

____ 1. **PARTIES AND DWELLING UNIT:** The parties to this Lease are the **Twin Falls Housing Authority/Housing Authority of the City of Jerome** referred to as Housing Authority, and, the occupying family, referred to as the **Resident**. The Housing Authority leases to the Resident (Head of Household): _____ the premises located at _____.

The premises leased are for the exclusive use and occupancy of the Resident and the Resident's household consisting of the following named persons who will live in the dwelling unit:

Name	Date of Birth	Social Security Number	Relation
_____	_____	_____	_____
_____	_____	_____	_____
_____	_____	_____	_____
_____	_____	_____	_____
_____	_____	_____	_____
_____	_____	_____	_____
_____	_____	_____	_____
_____	_____	_____	_____

Any additions to the household members listed above require the advance written approval of the Housing Authority. This includes Live-in Aides and foster children or adults but excludes natural births. The Housing Authority shall approve the additions if they pass the screening and an appropriate size unit is available. Deletions from the household shall be reported to the Housing Authority within ten (10) days.

If the Resident is incapable of complying with this Lease, the Housing Authority should contact the person identified on the HUD Form 92006.

2. **LEASE TERM:** This Lease shall begin on _____. The term shall be one year and shall renew automatically for another year, unless terminated as provided by this Lease.

3. **RENTAL PAYMENT:** Resident shall pay monthly rent of \$_____. If this Lease begins on a day other than the first day of the month, the first month's rent shall be \$_____.

- (Check one)
- _____ This rent is based on the Authority-determined **Flat Rent** for this unit.
- _____ This rent is based on the income and other information reported by the Resident.

Families may change rent calculation methods at any recertification. Families who have chosen the Flat Rent option may request a reexamination and change to the formula-based method at any time if the family's income has decreased, their on-going expenses for such purposes as child care and medical care have changed or any other circumstances that create a hardship for the family that would be alleviated by a change.

_____ This amount is **due on the first day of each month** at the Housing Authority office and shall remain in effect until adjusted in accordance with the provisions of this lease. If a reasonable accommodation on where to pay rent is needed, other arrangements can be made. Cash payments are not acceptable.

If Resident fails to make the rent payment by the fifth (5th) working day of the month, a 72 Hour Notice to Pay or Vacate will be issued to the Resident. A \$20 late charge will be assessed to

cover the added costs of a rent payment received after the fifth working day of the month. A check returned for non-sufficient funds shall be considered non-payment of rent and in addition to the late charge a \$10 returned check fee plus additional bank fees will be charged. The rent amount must be paid within 72 hours of notification, additional charges are due and payable within 14 days of the notification.

In the event legal proceedings are required to recover possession of the premises, the Resident will be charged with the actual cost of such proceedings.

4. SECURITY DEPOSIT: The Resident has paid the amount of \$_____ to the Housing Authority as a Security Deposit for this premises only. Required Deposit(s) listed:

Efficiency & 1 Bedroom Apartments	\$175.00 Security Deposit
2 Bedroom Apartments	\$200.00 Security Deposit
3 & 4 Bedroom Apartments	\$250.00 Security Deposit

The Deposit shall be paid at the time of execution of this Lease and before the Resident takes possession of the dwelling unit. The Housing Authority will hold this security deposit for the period the Resident occupies the dwelling unit. The Housing Authority shall not use the Security Deposit for rent or other charges while the Resident is living in the dwelling unit.

Within 30 days after the Resident has permanently moved out of the dwelling unit, the Housing Authority shall return the Security Deposit after deducting whatever amount is needed to pay the cost of:

- a. unpaid rent;
- b. repair of damages that exceed normal wear and tear as listed on the Move-Out Inspection Report; and
- c. other charges due under the Lease.

The Housing Authority shall provide the Resident with a written list of any charges made against the Security Deposit. If the Resident disagrees with the amounts deducted, they must notify the Housing Authority within 14 days of the Move-Out Statement. The Housing Authority will discuss the charges with the Resident.

The Security Deposit paid by the Resident for the above-named premises is the deposit for this premises only and is not transferable.

5. PET DEPOSIT: Residents must have prior written approval of the Housing Authority before moving a pet into the unit. Authorization for Pet Ownership/Pet Policy Agreement form must be fully completed before the Housing Authority will approve the request. The Pet Ownership form outlines the type, size and criteria required for compliance. A Deposit of \$200.00 is required upon Housing Authority approval and in accordance with the Housing Authority Pet Policy is required at the time of registering the pet. The deposit is refundable when the pet or the family vacates the unit, less any amounts owed due to damage beyond normal wear and tear. A separate deposit is required per pet. At the discretion of the Housing Authority, a Pet Deposit Agreement may be entered into.

6. OCCUPANCY: The Resident shall use the premises as a private dwelling for himself or herself and the persons named in of this Lease, with the exception of minor children born into the household during this tenancy, and shall not permit its use for any other purpose without the written permission of the Housing Authority.

The Resident shall not:

- a. permit any persons other than those listed above and minor children which are born into the household during this tenancy, to reside in the dwelling unit for more than seven (7) consecutive days or fourteen (14) cumulative days each year without obtaining the prior written approval of the Housing Authority;
- b. sublet or assign the unit, or any part of the unit;
- c. engage in or permit unlawful activities in the unit, in the common areas, or on the property grounds;

- d. or members of the Resident's household **smoke or burn other materials such as incense** anywhere in the unit rented by the Resident, in the building where the Resident's dwelling is located or within 25' of any building, nor shall resident permit any guests or visitors under the control of the Resident to do so.
- e. act or allow household members or guests to act in a manner that will disturb the rights or comfort of neighbors;
- f. permit any member of the household, a guest, or another person under the Resident's control to engage in any criminal activity that threatens the health, safety, or right to peaceful enjoyment of the premises by other residents or Authority employees;
- g. remove any batteries from a smoke detector or fail to notify the Housing Authority if the smoke detector is inoperable for any reason;
- h. permit any member of the household, a guest, or another person under the Resident's control to engage in any violent or drug-related criminal activity on or off the premises.
- i. With the written permission of the Housing Authority, the Resident can incidentally use the premises for legally permissible income producing purposes so long as the business does not infringe on the rights of other Residents or unreasonably utilize PHA-provided utilities. All such business-related uses of the premises must meet all zoning requirements and the Resident must have the proper business licenses.
- j. The Resident cannot make alterations to the physical structure of the premises in order to facilitate the profit-making activities. Profit-making activities cannot cause damage.
- k. The Resident has the right to exclusive use and occupancy of the dwelling unit, which includes reasonable accommodation of the Resident's guests, visitors and, with the consent of the Housing Authority, foster children and/or adults and the live-in care giver of the Resident's family.

7. CONDITION OF DWELLING: By signing this Lease and the Move-in Unit Inspection Report, the Resident acknowledges that the dwelling unit is safe, clean and in good condition, and that all appliances and equipment in the dwelling unit are in good working order as described on the Move-in Unit Inspection Report. This report, signed by both the Resident and Housing Authority, is attached to this Lease.

At the time of move out, the Housing Authority shall complete another inspection of the dwelling unit. When the Resident notifies the Housing Authority by completing the Notice of Intent to Vacate form in writing of his or her intent to vacate, the Housing Authority shall advise the Resident of their opportunity to participate in the move-out inspection.

8. UTILITIES: As part of the Lease Agreement the Housing Authority shall provide water and sanitation services; electricity and/or natural gas, but shall not be liable for the failure to provide service if beyond its control:

The Residents of the following developments must have the utility service turned on in their own name and pay their own bill:

Electricity furnished by Idaho Power

- 1) Washington Courts 2) Pioneer Square 3) Sunny View Courts 4) Elizabeth Courts
5) Heritage Homes

Natural Gas furnished by Intermountain Gas Company

- 1) Elizabeth Courts

The following utilities shall be billed to Residents for excess consumption in the following developments:

Electricity
Duvall Courts
Terry Courts

Natural Gas
Washington Courts units 21-29 & 31-42
Sunny View Courts

The Utility Allowance Schedule for Resident Paid Utilities and the Schedule of Excess Utility Charges are posted in the Housing Authority's office. The Resident shall pay any excess utilities consumed in their unit over and above that set forth in the Schedule. **Excess utilities** are due

and payable 14 days after the statement has been mailed notifying the resident of the charge. **Utility allowance** revisions based on rate changes shall be effective retroactively to the first day of the month following the month in which the last rate change took place. Revisions based on changes in consumption or other reasons shall become effective at each family's next annual reexamination.

____ Requests for **Relief from Excess Consumption Charges** of Housing Authority furnished utilities must be made in writing stating the reasonable grounds for excess consumption are beyond the resident's control. Requests will be considered for granting relief for families that include an elderly member or a member with disabilities. Requests will be considered under the Reasonable Accommodation Policy.

____ 9. **RENT RECERTIFICATIONS:** Each year, 90 days prior to the anniversary date, Residents who are paying rent based on their income shall provide updated information regarding income, assets, expenses, and family composition. The Housing Authority shall verify the information supplied by the Resident and use the verified information to establish the amount of the Resident's rent for the next year. At the time of the annual review, the Housing Authority shall advise the Resident of any income that will be excluded from consideration. Increased earnings due to employment shall be excluded during the twelve-month period following hire for families whose income has increased because of the employment of a family member who was previously unemployed for one or more years, because of participation in a self-sufficiency program or was assisted by a State TANF program within the last six months.

Income reviews will be held every third year for Residents choosing the flat rent option. Residents who have chosen this option will be notified at the appropriate time for their recertification. At the time of the review appointment the Resident may elect to change his or her rent choice option.

In cases where annual income cannot be projected for a twelve-month period or the Resident is reporting no income and Resident has chosen the income-based rent option, the Housing Authority may schedule special rent reviews. In addition, the Resident may request a change in the rent choice option before the date of the review if the family experiences a decrease in income; their circumstances have changed increasing their expenses for child-care, medical, etc.; or other circumstances create a hardship on the family such that the formula method would be more financially feasible for the family.

Residents paying rent based on income may meet with the Housing Authority to discuss any change in rent resulting from the recertification process; and, if the Resident does not agree with the determination of Resident rent, the Resident may request a hearing in accordance with the Housing Authority's grievance procedures.

____ 10. **INTERIM RENT ADJUSTMENTS:** Residents must report to the Housing Authority any of the following changes in household circumstances within 10 days of the occurrence between Annual Rent Recertifications:

- a. An Increase in income
- b. A member has been added to the family through birth, adoption, or court-awarded custody.
- c. A household member is leaving or has left the family unit.

In addition, Residents paying rent on income based rent may report the following activities that occur between Annual Rent Recertifications:

- a. A decrease in annual income;
- b. Childcare expenses for children under the age of 13 that are necessary to enable a member of the household to be employed or to go to school;
- c. Handicapped assistance expenses, which enable a family member to work;
- d. Medical expenses of elderly, disabled, or handicapped headed households that are not covered by insurance; or
- e. Other family changes that impact their adjusted income.

Notwithstanding the provisions listed above, a Resident's rent shall not be reduced if the decrease in the family's annual income is caused by a reduction in the welfare or public assistance benefits received by the family that is a result of the Resident's failure to comply with the conditions of the assistance program requiring participation in an economic self-sufficiency

program or other work activities. In addition, if the decrease in the family's annual income is caused by a reduction in welfare or public assistance benefits received by the family that is the result of an act of fraud, such decrease in income shall not result in a rent reduction. In such cases, the amount of income to be attributed to the family shall include what the family would have received had they complied with the welfare requirements or had not committed an act of fraud.

For purposes of rent adjustments, the reduction of welfare or public assistance benefits to a family that occurs as a result of the expiration of a time limit for the receipt of assistance will not be considered a failure to comply with program requirements. Accordingly, a Resident's rent will be reduced as a result of such a decrease.

The Housing Authority shall verify the information provided by the Resident to determine if a decrease in the rent is warranted. If the Resident receives a letter or notice from HUD concerning the amount or verification of family income the communication shall be brought to the administrative office within 30 calendar days.

11. **EFFECTIVE DATE OF RENT CHANGE:** The Housing Authority shall give the Resident written notice of any change in the Resident's rent. The notice shall be signed by the Housing Authority, state the new amount the Resident is required to pay, and the effective date of the new rental amount.

a. Rent Decreases: The Housing Authority shall process rent decreases so that the lowered rent amount becomes effective on the first day of the month after the Resident reports the change in household circumstances. This rent change may be made retroactive to the appropriate date if less than five (5) working days have been given to the Housing Authority to process this change.

b. Rent Increases: The Housing Authority shall process rent increases so that the Resident is given no less than 30 days advance written notice of the amount due.

Once the rental rate is established, it shall remain in effect until the effective date of the next annual review, unless another interim review and change is warranted or the Resident elects to change to or from flat rent calculation method.

____ 12. **RESIDENT OBLIGATION TO REPAY:** Residents who pay rent based on income shall reimburse the Housing Authority for the difference between the rent that was paid and the rent that should have been charged if proper notice of income change had been given and if the following circumstances occur:

- a. Resident does not submit rent review information by the date specified in the HA's request; or
- b. Resident submits false information at Admission or at annual, special, or interim review.
- c. Resident fails to report income change timely, with required documentation

Resident is not required to reimburse the Housing Authority for undercharges caused solely by the Housing Authority's failure to follow U.S. Department of Housing and Urban Development's procedures for computing rent.

13. **MAINTENANCE:**

The Resident Agrees To:

- a. keep the dwelling unit and any other areas assigned for the Resident's exclusive use in a clean, orderly and safe condition;
- b. use all appliances, fixtures and equipment in a safe manner and only for the purposes for which they are intended;
- c. not litter the grounds or common areas of the property;
- d. not undertake, or permit his or her family or guests to undertake any hazardous acts or do anything that will damage the property;
- e. not destroy, deface, damage or remove any part of the dwelling unit, common areas, or property grounds;
- f. give the Housing Authority prompt notice of any defects in the plumbing, fixtures, appliances, heating equipment or any other part of the unit or related facilities;

- g. not park or allow family members or guests to park unregistered or un-inspected vehicles on the property or park any vehicle in an unauthorized location; must have current licensing;
- h. remove garbage and other waste from the dwelling unit in a clean and safe manner and dispose of in plastic bags in the containers provided for that purpose;
- i. not remove any batteries from a smoke detector or fail to notify the Housing Authority if the smoke detector is inoperable for any reason or if the fire extinguisher has been discharged. The resident shall be held responsible if a smoke alarm has been deliberately disabled.
- j. promptly notify the Housing Authority of pest infestations noted in or around their dwelling unit;
- k. fully cooperate in any pest control efforts made by the Housing Authority; and
- l. pay reasonable charges for the repair of damages other than normal wear and tear to the premises, development buildings, facilities or common areas caused by the Resident, his or her household or guests, and to do so within 14 days after the receipt of the Housing Authority's itemized statement of the repair charges. The Maintenance Schedule of Charges is posted in the Housing Authority's office. If the item is not listed on the Schedule, the Resident shall be charged the actual cost the Housing Authority incurred.

The Housing Authority Agrees To:

- a. maintain the premises and the property in decent and safe condition;
- b. comply with requirements of applicable building codes, housing codes materially affecting health and safety, and U.S. Department of Housing and Urban Development regulations;
- c. make necessary repairs to the premises;
- d. keep property buildings, facilities and common areas, not otherwise assigned to the Resident for maintenance and upkeep, in a clean and safe condition;
- e. maintain in good and safe working order and condition electrical, plumbing, sanitary, heating, ventilating, and other facilities and appliances, supplied or required to be supplied by the Housing Authority;
- f. provide and maintain appropriate receptacles and facilities for the deposit of garbage, rubbish, and other waste removed from the premises by the Resident; and
- g. supply running water and reasonable amounts of hot water and heat at appropriate times of the year (according to local customs and usage) except where heat or hot water is generated by an installation within the exclusive control of the Resident and supplied by a direct utility connection.

If the dwelling unit is rendered uninhabitable, regardless of cause:

- a. The Resident shall immediately notify the Housing Authority;
- b. The Housing Authority shall be responsible for repair of the unit within a reasonable time. If the Resident, household members or guests caused the damage, the reasonable cost of the repairs shall be charged to the Resident.
- c. The Housing Authority shall offer standard alternative accommodations, if available, when necessary repairs cannot be made within a reasonable time.
- d. The Housing Authority shall make a provision for rent abatement in proportion to the seriousness of the damage and loss in value if repairs are not made within a reasonable time. No abatement of rent shall occur if the Resident rejects the alternative accommodations or if the Resident, Resident's household, or guests caused the damage.

14. **RESTRICTION ON ALTERATIONS:** The Resident shall not do any of the following without first obtaining the Housing Authority's written permission:

- a. dismantle, change or remove any part of the Housing Authority appliances, fixtures or equipment in the dwelling unit;
- b. paint or install wallpaper or contact paper in the dwelling unit or exterior;
- c. attach awnings or window guards in the dwelling unit

- d. attach or place any fixtures, signs, or fences on the building(s), the common areas, or the property grounds;
- e. attach any shelves, screen doors, or other permanent improvements in the dwelling unit;
- f. install or alter carpeting, resurface floors or alter woodwork;
- g. install ceiling fans or light fixtures, heaters, washing machines, dryers, in a unit without proper hookups;
- h. installation of air conditioners must be approved and installed per specifications;
- i. install antennas, satellite dishes, or other electrical connections on the dwelling unit;
- j. install additional or different locks or gates on any doors or windows of the dwelling unit;
or
- k. operate a business as an incidental use in the dwelling unit.

15. **ACCESS BY HOUSING AUTHORITY:** The Housing Authority shall provide two (2) days written advance notice to the Resident of his or her intent to enter the dwelling unit for the purpose of performing routine inspections and preventive maintenance, extermination or to show the dwelling unit for re-renting. The notice shall specify the date, time, and purpose for the entry. The Resident shall permit the Housing Authority, his or her agents, or other persons, when accompanied by the Housing Authority, to enter the dwelling unit for these purposes. In the event that the Resident and all adult members of the household are absent from the dwelling unit at the time of entry, the Housing Authority shall leave a written notification stating the date, time and name of the person entering the dwelling unit and the purpose of the visit.

The Housing Authority may enter the dwelling unit at any time without advance notice when there is reasonable cause to believe an emergency exists.

16. **SIZE OF DWELLING:** The Resident understands that the Housing Authority assigns dwelling units according to the Occupancy Standards published in its Admissions and Continued Occupancy Policy (ACOP). The Standards consider the type (such as dwelling units designed for the elderly or handicapped) and size of the dwelling unit required by the number of household members. If the Resident is or becomes eligible for a different type or size dwelling unit and an appropriate dwelling unit under this program and the Housing Authority's transfer policy becomes available, the Resident shall be notified that he/she will be expected to move as soon as the appropriate unit is available for occupancy. This notification will provide a reasonable period of time to move. Once the premises is available for occupancy, the resident will have seven (7) days to complete the transfer. The family will be responsible for paying rent for the new unit upon signing the lease. Rent at the old unit is suspended unless it takes more than seven (7) days to vacate. If the Resident fails to move to the designated dwelling unit within the notice period specified by the Housing Authority, the Housing Authority will charge rent for both units or may be cause to terminate this lease.

If the Housing Authority determines that a Resident must transfer to another unit based on family composition, the Housing Authority shall notify the Resident. The Resident may ask for an explanation stating the specific grounds of the determination, and if the Resident does not agree with the determination, the Resident may request a hearing in accordance with the Housing Authority's grievance procedures.

17. **LEASE TERMINATION BY HOUSING AUTHORITY:** Any termination of this Lease shall be carried out in accordance with U.S. Department of Housing and Urban Development regulations, State and local law, and the terms of this Lease.

The Housing Authority shall not terminate or refuse to renew the Lease other than for serious or repeated violation of material terms of the Lease, such as, but not limited to, the following:

- a. nonpayment of rent or other charges due under the Lease (i.e. utilities), or repeated chronic late payment of rent (three times in a twelve-month period);
- b. failure to provide timely and accurate statements of income, assets, expenses and family composition at Admission, Interim, Special or Annual Rent Recertifications, to attend

scheduled reexamination interviews or to cooperate in the verification process if the Resident has chosen to pay rent based on a percentage of income;

- c. furnishing false or misleading information during the application or review process;
- d. assignment or subleasing of the premises or providing access for boarders or lodgers;
- e. use of the premises for purposes other than solely as a dwelling unit for the Resident and Resident's household as identified in this Lease, or permitting its use for any other purpose without the written permission of the Housing Authority;
- f. failure to abide by necessary and reasonable rules made by the Housing Authority for the benefit and well-being of the housing development and the Residents;
- g. failure to abide by applicable building and housing codes materially affecting health or safety;
- h. failure to regularly dispose of garbage, waste and rubbish in a safe and sanitary manner;
- i. failure to use electrical, plumbing, sanitary, heating, ventilating, air conditioning and other equipment, in a safe manner;
- j. acts of destruction, defacement or removal of any part of the premises, or failure to cause guests to refrain from such acts;
- k. failure to pay reasonable charges for the repair of damages to the premises, property buildings, facilities or common areas;
- l. any activity that threatens the health, safety, or right to peaceful enjoyment of the premises by other Residents, employees of the Authority, or other persons living in the immediate vicinity of the premises by the Resident or a guest of the Resident;
- m. failure to abide by the provisions of the pet and or service/assistance animal policies;
- n. any violent or drug-related criminal activity on or off the premises, not just on or near the premises. This includes any tenant, member of the tenant's household or guest, and any such activity engaged in on the premises by any other person under the tenant's control;
- o. alcohol abuse that the Housing Authority determines interferes with the health, safety, or right to peaceful enjoyment of the premises by other residents;
- p. failure to perform required community service or be exempted therefrom;
- q. failure to allow inspection of the dwelling unit;
- r. determination that a family member has knowingly permitted an ineligible non-citizen not listed on the lease to permanently reside in their public housing unit;
- s. determination or discovery that a resident is a registered sex offender;
- t. determination that any member of the household has ever been convicted of drug-related criminal activity for manufacture or production of methamphetamine on the premises of federally assisted housing;
- u. determination that a household member is illegally using a drug or when the Housing Authority determines that a pattern of illegal use of a drug interferes with the health, safety, or right to peaceful enjoyment of the premises by other residents;
- v. if a Resident is fleeing to avoid prosecution, or custody or confinement after conviction of a crime that is a felony;
- w. removing any batteries from a smoke detector or failing to notify the Housing Authority if the smoke detector or fire extinguisher is inoperable for any reason;
- x. failure to promptly notify the Housing Authority of any pest infestations noted in or around their dwelling unit;
- y. failure to fully cooperate in any pest control efforts made by the Housing Authority;
- z. violate the Housing Authority's Smoke Free Housing policy; or
- a.a. any other good cause.

18. **NOTICE OF LEASE TERMINATION:** If the Housing Authority proposes to terminate this Lease, the Resident shall be given written notice of the proposed termination, as listed below:

- a. for failure to pay rent, a 72 Notice to Pay or Vacate followed by Notice of Lease Termination of fourteen (14) days, which may run concurrently;
- b. for creation or maintenance of a threat to health or safety of other Residents or Housing Authority's employees, a reasonable time based on the urgency of the situation; or
- c. for all other cases, thirty (30) days, unless State law permits a shorter period.

The Notice to Vacate required by State or local law may be combined with or run concurrently with a Notice of Lease termination required by this lease.

The Notice of Lease Termination from the Housing Authority may be either personally delivered to the Resident or to an adult member of the Resident's family residing in the dwelling unit, or sent to the Resident by First Class Mail, properly addressed, postage pre-paid. The notice shall:

- a. specify the date the Lease shall be terminated;
- b. state the grounds for termination with enough detail for the Resident to prepare a defense. The Housing Authority shall rely solely on the grounds stated in the Notice of Lease Termination in the event eviction action is initiated;
- c. advise the Resident of the right to reply as he or she may wish, to examine the Housing Authority's documents directly relevant to the termination or eviction, to use the Grievance Policy to contest the termination, and/or to defend the action in court.

___19. **LEASE TERMINATION BY RESIDENT:** The Resident shall give the Housing Authority 30 days written notice before moving from the dwelling unit. If the Resident does not give the full notice, the Resident shall be liable for rent to the end of the notice period or to the date the dwelling unit is re-rented, whichever date comes first. Resident should complete the Intent to Vacate Form.

20. **TERMINATION OF LEASE UPON DEATH OR INCAPACITY OF RESIDENT:** Upon the death of the Resident, or if there is more than one Resident, upon the death of all Residents, either the Housing Authority or the personal representative of the Resident's estate may terminate this Lease upon the following: The Housing Authority will allow up to fourteen (14) days from the date of notification for the personal representative to remove personal belongings and clean the unit prior to submitting keys, surrendering possession of the unit to the Housing Authority. The Resident's estate shall be liable for rent until the Housing Authority takes possession of the unit. The termination of a Lease under this section shall not relieve the Resident's estate from liability either for payment of rent or other amounts owed prior to or during the notice period, or for the payment of amounts necessary to restore the premises to their condition at the beginning of the Resident's occupancy, normal wear and tear excepted.

If during the term of this Lease the Resident, by reason of physical or mental impairment, is no longer able to comply with the material provisions of this Lease and the Housing Authority cannot make a reasonable accommodation to enable the Resident to comply with the Lease; then action shall be taken. The Housing Authority will assist the Resident or designated member(s) of the Resident's family to move the Resident to more suitable housing. If there are no family members, the Housing Authority will work with appropriate agencies to secure suitable housing. This Lease will terminate upon the Resident moving from the unit.

21. **PROPERTY ABANDONMENT:** If a Resident abandons the dwelling unit, the Housing Authority shall take possession of the Resident's personal property remaining on the premises and shall store and care for the property. The Housing Authority will consider the unit to be abandoned when a resident has fallen behind in rent and has clearly indicated by words and actions an intention not to continue living in the unit. The Housing Authority has a claim against the Resident for reasonable costs and expenses incurred in removing the property, in storing and caring for the property, and in selling the property. The Housing Authority can collect from the Resident all these costs.

The Housing Authority may sell or otherwise dispose of the property 60 days after the Housing Authority receives actual notice of abandonment or 60 days after it reasonably appears to the Housing Authority that the Resident has abandoned the premises, whichever date occurs last. At least 14 days prior to the sale, the Housing Authority agrees to make

reasonable efforts to notify the Resident of the sale by sending written notice of the sale by certified mail, return receipt requested, to the Resident's last known address or likely living quarters if that is known by the Housing Authority. The Housing Authority shall also post a notice of sale in a clearly visible place on the premises for at least two weeks before the sale. The Housing Authority may use the money from the sale to pay off any debts the Resident owes the Housing Authority. Any amount above this belongs to the Resident, if the Resident has written and asked for it.

22. **DELIVERY OF NOTICES:**

Notice by Housing Authority: Any notice from the Housing Authority shall be in writing and either personally delivered to the Resident or to an adult member of the Resident's family residing in the dwelling unit, or sent to the Resident by USPS Mail, or Certified Mail with a return receipt requested, properly addressed, postage pre-paid.

Notice by Resident: Any notice to the Housing Authority shall be in writing, and either personally delivered to the Housing Authority at the Housing Authority's Office, or sent to Housing Authority by first-class mail, postage pre-paid and addressed to: The Housing Authority, 200 Elm Street North, Twin Falls ID 83301.

*If the Resident is visually impaired, notices may be in accessible format.

23. **GRIEVANCES:** All individual grievances or appeals, with the exception of those cases concerning eviction or termination of tenancy which are based upon a Resident's creation or maintenance of a threat to health or safety of other Residents or Housing Authority employees, shall be processed under the Grievance Policy. This policy is posted in the Housing Authority's Office where copies are available upon request.

Before the Housing Authority shall schedule an Informal Hearing for any grievance concerning the amount of rent the Housing Authority claims is due, the Resident must first bring his or her rent account current by paying to the Housing Authority an amount equal to the amount of rent due and payable as of the first of the month preceding the month in which the act or failure to act took place. After the hearing is scheduled, the Resident shall continue to submit this same monthly rent amount to the Housing Authority until the complaint is resolved at the informal hearing or by the decision of the hearing officer or panel.

When the Housing Authority is required to afford the Resident the opportunity for a hearing in accordance with the authority's grievance procedure for a grievance concerning the Lease termination, the tenancy shall not terminate (even if any notice to vacate under State or local law has expired) until the time for the Resident to request a grievance hearing has expired, and (if a hearing was timely requested by the Resident) the grievance process has been completed.

Formal Grievance Hearings shall be presided over by a Hearing Officer who shall be an impartial person or persons selected by the Housing Authority's Executive Director. It shall be someone other than the person who made or approved the decision under review, or a subordinate of that person. Such individual or individuals do not need legal training.

24. **TENANT RULES:** The Resident agrees to obey any Tenant Rules, which are reasonably related to the safety, care and cleanliness of the building and the safety, comfort and convenience of the Residents. Such rules may be modified by the Housing Authority from time to time provided that the Resident receives written notice of the proposed change, reasons for the change and an opportunity to submit written comments during a 30 day comment period at least 30 days before the proposed effective date of the change in the Rule. Existing Tenant Rules, if any, are posted on the property and are attached to this Lease.

25. **DISCRIMINATION PROHIBITED:** The Housing Authority shall not discriminate based upon race, color, creed, religion, national origin, sex, marital status, age, handicap or disability, familial status, or recipients of public assistance and shall comply with all nondiscrimination requirements of Federal, State and local law.

26. **VIOLENCE AGAINST WOMEN ACT PROTECTIONS:** The Violence Against Women Act provides the following protections to public housing residents.
a. The Housing Authority will not terminate or refuse to renew the Lease and will not evict

- the Resident or a member of Resident's household from the dwelling unit if the Resident, lawful household member, or an affiliated individual is a victim of actual or threatened domestic violence, dating violence, sexual assault, or stalking as those terms are defined by the Admission and Continued Occupancy Policy (ACOP).
- b. Under the Violence Against Women Act, the Housing Authority may bifurcate this Lease in order to evict, remove, or terminate assistance to any person who is a Resident, a lawful occupant, or affiliated individual under this lease when such person engages in criminal acts of physical violence against family members or others, on or off the premises. Housing Authority may take such action without evicting, removing, terminating assistance to, or otherwise penalizing a victim of such violence who is the Resident, a lawful occupant, or affiliated individual under this Lease.
 - c. With any notification of eviction or notification of termination of assistance, Residents will be given a "Notice of Occupancy Rights under the Violence Against Women Act" which provides information on their rights and responsibilities under the Violence Against Women Act (VAWA). A copy of the HUD-approved Certification form shall be provided with the notice.
 - d. The Housing Authority may request in writing that the victim, or a family member on the victim's behalf, certify that the individual is a victim of abuse and that the HUD Certification of Domestic Violence, Dating Violence or Stalking, or other documentation as noted on the certification form, be completed and submitted within 14 business days, or an agreed upon extension date, to receive protection under the VAWA. Failure to provide the certification or other supporting documentation within the specified timeframe may result in eviction.
 - e. Notwithstanding anything to the contrary contained in paragraphs a and b above, the Housing Authority may terminate the Lease and evict the Resident if the Housing Authority can demonstrate an actual and imminent threat to other residents or to those employed at or providing goods or services to the site in which the unit is located, if the resident's tenancy is not terminated.
 - f. **Nothing in this section** shall prohibit the Housing Authority from terminating the Lease and evicting the Resident based on any violation of this lease not involving domestic violence, dating violence, sexual assault, or stalking against the Resident or household member provided that the Housing Authority does not subject such a tenant to a more demanding standard than other tenants in making the determination whether to evict or to terminate assistance or occupancy rights.
 - g. The VAWA definitions set forth in 24 CFR 5.2003 are hereby incorporated by reference in this lease.

27. **OVER-INCOME FAMILIES**

Beginning December 1, 2018, the Housing Authority shall track all public housing residents who have an income over 120% of the Area Median Income (AMI). When the Housing Authority becomes aware, through an annual reexamination or an interim reexamination for an increase in income, that a family's income exceeds the applicable income limit, the Housing Authority must, per HUD regulation, document that the family exceeds the threshold to compare with the family's income a year later.

If, one year after the initial determination by the Housing Authority that a family's income exceeds the over-income limit, and the family's income continues to exceed the over-income limit, the Housing Authority must, as required by HUD regulation, provide written notification to the family that their income has exceeded the over-income limit for one year. The written notification shall further state that if the family's income continues to exceed the over-income limit for the next 12 consecutive months, the family will be subject to either a higher rent (as determined on a HUD formula) or termination based on the Housing Authority's policies.

Exactly how this will occur depends on a HUD regulation that has not yet been published. More details will be determined after the regulation has been published. The Housing Authority is adding this language in the ACOP and in the Lease (or a Lease Addendum, as appropriate) at this time to give the residents notice of this changing policy being implemented by HUD.

Exempted from this regulation are families where at least one family member is receiving the Earned Income Disregard benefit.

28. ATTACHMENTS TO THE LEASE: The Resident certifies that he/she has received a copy of this Lease and the following Attachments to this Lease and understands that these Attachments are part of this Lease.

Attachments:

- a) Tenant Rules
- b) Housekeeping Standards and Responsibilities
- c) Uniform Release of Information
- d) Smoke Free Housing Lease Addendum
- e) Disclosure of Lead Base Paint Hazards / Watch out for Lead Based Paint Booklet (for units #21 thru #56 TFHA only)

Signatures:

Date

RESIDENT: 1) _____

RESIDENT: 2) _____

RESIDENT: 3) _____

RESIDENT: 4) _____

HOUSING AUTHORITY: _____