



**RESIDENTIAL LEASE AGREEMENT**  
**Effective as of November 12, 2020**

QUADEL  
CONSULTING



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## Lease Part 1: The Residential Lease Agreement Terms and Conditions

The Lease Part 1 specifies the terms and conditions applicable to all Hopewell Redevelopment and Housing Authority (HRHA) residents. **The HRHA Admissions and Continued Occupancy Policy (ACOP) is herein incorporated into the Residential Lease Agreement (Lease) by reference.**

The Lease is executed by the head and co-head of household (if applicable), and the HRHA. It includes the following information specific to each family's circumstances:

- (a) Identification of all members of the family and household by dates of birth, their relationship to the head of household, and the last four digits of their Social Security numbers;
- (b) Unit address, occupancy date, development name, and client number;
- (c) Prorated and full monthly rent amount, security deposit required, prorated and full monthly utility allowance provided (if any), and the amount of any other regular, reoccurring charges due under the Lease;
- (d) Utilities and appliances provided by the HRHA and by the resident;
- (e) Identification of any accessible housing, alternate communication needs, or reasonable accommodations;
- (f) Signature line for the parties to the Lease.

### Statement of Fair Housing and Non-Discrimination

HRHA is an equal housing opportunity provider. HRHA does not discriminate on the basis of race, color, sex, national origin, religion, disability or familial status (having children under age 18). HRHA does not interfere, threaten, or coerce persons in the exercise of their fair housing rights. HRHA does not retaliate against persons who have asserted their rights or persons who have assisted someone in asserting their rights.

## Lease Part 2: Definitions

The Lease Part 2 contains definitions of words used throughout Part 1.



## LEASE PART 1: Resident Information & Terms and Conditions

Client Number \_\_\_\_\_

THIS RESIDENTIAL LEASE AGREEMENT (Lease) is between the Hopewell Redevelopment & Housing Authority (HRHA) and/or its property manager(s) and the resident (Resident). The HRHA, relying upon data provided by the resident about income, family composition, and housing needs, leases to the resident the dwelling unit described below, executed by the resident and the HRHA, subject to the terms and conditions contained in this Lease.

1. THIS AGREEMENT is executed between the Hopewell Redevelopment & Housing Authority (hereinafter called "HRHA"), and \_\_\_\_\_(therein called "Resident").

Date of Lease	Term of Lease		Annual Review Date	Monthly Rent	Security Deposit
	Beginning	End			

2. Unit: The HRHA, relying upon the representations of the Resident as to the resident's eligibility, income, deductions from income, preferences, household and housing needs, leases to the Resident a unit in accordance with the Lease.

Resident (Head of Household): \_\_\_\_\_

Co-head (if applicable): \_\_\_\_\_

Street Address: \_\_\_\_\_ Apartment No.: \_\_\_\_\_

City Hopewell State: VA Zip Code: \_\_\_\_\_



3. Authorized Occupants: The Resident's household is composed of the authorized members listed below.

Name	Date of Birth mm/dd/yy	Relationship to Head	Last Four Digits of Social Security
		Head	
		Co-Head	
		Foster Child	
		Foster Child	
		Live-in Aide	

4. Initial rent: Is prorated for a partial month and will be \$ \_\_\_\_\_ .

5. Monthly Rent: After the initial rent set in (4) above, rent in the amount of \$ \_\_\_\_\_ per month is due and payable on the first day of each month. Rent is late if not paid by the fifth of the month. If the fifth falls on a weekend or holiday, rent is due by 5:00 p.m. on the following business day. The monthly rent will remain in effect unless adjusted in accordance with the Lease, Section 4.

This rent is:  Income-based rent  Flat rent

Mail payments to:

Hopewell Redevelopment and Housing Authority  
 Attn: Finance Department  
 P. O. Box 1361  
 Hopewell, Virginia 23861

Hand Deliver Rent Drop Box Payments to (The drop box is located outside of the Administration Building):

Hopewell Redevelopment and Housing Authority  
 350 East Poythress Street  
 Hopewell Virginia 23860

The HRHA will not accept cash for rent payments, or payments or charges in addition to rent.

Notice of payment location changes will be provided to residents 30 days prior to the action.

6. Security Deposit:

a) Resident agrees to pay \$ \_\_\_\_\_ as a security deposit in accordance with the Lease, and the ACOP.

b) Security Deposits are held in escrow until tenant move out.

7. Utility Allowance:

a) The following utilities are furnished by the HRHA, as checked below:

Heat  Hot Water  Cold Water  Electricity  Gas



HRHA agrees to furnish the following utilities as reasonably necessary: heat, hot and cold running water, electricity and gas for lighting and general household appliances. No charge will be billed for providing these utilities unless Resident's consumption of electricity and gas exceeds during any monthly utility billing period the allowance in kilowatt hours (KWH) of electricity and gas posted at the Management Office.

Amounts billed for excess electricity and gas consumption shall be due and collectible on the first of the month following the notice of the charge, provided that Resident has at least two weeks' notice. HRHA may establish a system of utility sub metering, and/or other methods of calculating costs, for one or more of those utilities that are not currently billed to Resident for excess consumption. HRHA reserves the right to adjust the utility charges, at any time, based on increased costs, consumption and/or utility rates, as is deemed necessary at its sole discretion.

Management will not be responsible for failure to furnish utilities by reason of any cause beyond its control. Management shall not be liable for any interruption of utility services. Management may turn off equipment and interrupt utilities as needed to avoid property damage or to perform work requiring such interruptions. Management will act with customary diligence in making repairs and reconnections, and Rent will not abate. All replacement electric bulbs for the unit's fixtures shall be furnished by Resident and shall not be removed upon Resident vacating the Unit.

A PHA may change the utility allowance at any time during the term of the lease, and will give the Resident 60 day's written notice of the revised allowance along with any resultant in changes in Resident rent.

If the Residents actual utility bill exceeds the Allowance for Utilities, the Resident will be responsible for paying the excess amount directly to the HRHA.

8. Other Resident Responsibilities: Subject to reasonable accommodations, this Lease requires the Resident to assume the responsibilities listed below.

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

9. Accessible Features: The Resident has requested to the HRHA and the HRHA has verified the need for the following accessible features indicated below.

<input type="checkbox"/> A separate bedroom	<input type="checkbox"/> Unit for hearing-impaired
<input type="checkbox"/> A barrier-free apartment	<input type="checkbox"/> First-floor unit
<input type="checkbox"/> One-level unit	<input type="checkbox"/> Other _____
<input type="checkbox"/> Unit for vision-impaired	

10. Alternate form of communication or format for written notices: The Resident has requested and the HRHA has verified the need for the following alternate form of communication or format



listed below:

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11. Other Reasonable Accommodations: The Resident has requested and the HRHA has verified the need for the following reasonable accommodations:

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## Section 1. Lease Term and Amount of Rent

- (a) The initial term of this Lease is 12 months, unless otherwise modified or terminated in accordance with this Lease. The Lease is automatically renewable except for noncompliance with the community service requirements or participation in an economic self-sufficiency program for applicable households.
- (b) The rent amount is stated in the Lease #5 above. Rent will remain in effect unless adjusted by the HRHA, in accordance with this Lease. The rent amount will be determined by the HRHA in compliance with United States Department of Housing and Urban Development (HUD) regulations and the HRHA ACOP.
- (c) Each time a resident's check for rent is not honored (due to insufficient funds) the HRHA will collect a fee of \$25. If the resident's check is not honored three times, the HRHA will not accept personal checks during the remainder of that lease term.
- (d) During the re-examination process, residents will have a choice to pay either flat rent or income- based rent. (Utility allowances do not apply to flat rent.)
- (e) Notice of Rent Adjustment and Grievance Rights: When the HRHA makes any increase in the rent amount, the HRHA will provide written notice stating the effective date of the rent adjustment to the resident no less than 30 days prior to the effective date. If the rent decreases, the HRHA may provide less than 30 days' notice if necessary, in order to comply with the requirements set forth in Lease Section 4(d) 1 and 2. The resident may ask for an explanation of the specific grounds of the decision of the HRHA concerning rent, dwelling size, or eligibility. If the resident does not agree with the decision, the resident will have the right to request a hearing under the **HRHA Grievance Procedure**.



## Section 2. Charges in Addition to Rent

- (a) In addition to rent, the resident is responsible for the payment of any other charges not limited to those specified in the Lease. The Notice of Charges in Addition to Rent will advise the resident that he/she has the right to an explanation of the charge(s), and that disputes about charge(s) may be resolved through the HRHA Grievance Procedure.
- (b) Reasonable Accommodations: Qualified persons who request reasonable accommodations, in the form of equipment or devices necessary for the treatment of the disability or to facilitate access to the dwelling unit, common areas, community facilities, or grounds, will not be charged for the reasonable accommodation.
- (c) Charges in addition to rent are due on the first day of the month after the HRHA has provided the resident a minimum of 14 calendar days' notice. The additional charges will be added to and become part of the resident's monthly rental account if not paid based on the notice received. The resident may be granted the chance to enter into a repayment agreement based upon the resident's monthly adjusted income and payment history and in accordance with the HRHA Repayment Policy provided in the Admissions and Continued Occupancy Policy. Charges in addition to rent can include but are not limited to:
  1. Late payment charge.
    - a) Residents must pay a charge for late payments of the following
      - i) Rent
      - ii) Maintenance Charges
      - iii) Utility Charges
    - b) The amount of the late rent charges will be the lesser of:
      - i) 10% of the monthly rent, or
      - ii) 10% of the unpaid balance, or
      - iii) \$25
  2. Payment of utility charges.
    - a) Residents must pay any charges for excess use of utilities (i.e. charges over the monthly utility allowance granted).
    - b) Residents may request a waiver of excess utility usage pursuant to the policy of Reasonable Accommodation in Adjusting the Utility Allowance (Admissions and Continued Occupancy Policy, Chapter 8). Requests for relief from paying excess utility charge will be treated in the same manner as other request for relief due to hardship. Such adjustments will be made based on the qualification of the disabled individual's special need, and will be no more than the difference of the usage of the reasonable cost of a reasonable increased consumption level for the additional required apparatus used to address the need. Residents wishing to requests relief under this procedure should contact the HRHA Housing Manager.
  3. Maintenance costs. The resident will be charged for services or repairs due to intentional, negligent, or reckless damage to the dwelling unit, assigned areas, common areas, or grounds beyond normal wear and tear caused by the resident, resident authorized members, resident's pet(s) and animal(s), or guest(s) or other person(s) under the resident's control. Charges will be made as listed on the Schedule of Maintenance Charges posted by the HRHA, or when work is not listed on the Schedule of Maintenance charges, charges will be equal to the actual cost to the HRHA for the labor and materials needed to complete the work.





4. Installation Charges. The HRHA will charge for the installation of approved resident supplied air conditioners and other approved appliances or equipment that require special wiring or structural changes to the dwelling unit or premises.

### Section 3. Security Deposit

- (a) The exact dollar amount of the security deposit is noted in Lease, #7 above. Existing residents who have not paid a security deposit must pay a deposit of \$75.00 within three months of signing the Lease. Security deposits will not be increased even if rent increases.
- (b) The HRHA will deposit the security deposit in an interest-bearing account as listed in #7 above, supply the resident with information of the account and credit the resident's account on an annual basis, in accordance with state and local law and ordinances.
- (c) Following state and local laws and ordinances, after proper notice that the unit has been vacated the HRHA will complete a move-out inspection and return the security deposit with any interest to the resident. The security deposit is subject to the deductions stated in this section and with state and local law. If deductions are made, the HRHA will mail an itemized statement of the reason(s) for the deductions to the last known address of the resident vacating the unit, within 30 calendar days.

The HRHA may use the security deposit at the expiration or termination of this Lease for the following:

1. As collection for any rent that has not been validly withheld or deducted based on state or federal law or local ordinance; and
  2. To collect the cost of repairing any damages caused by the resident, resident authorized members, resident's pet(s) and animal(s), or guest(s), or other person(s) under the resident's control, excluding reasonable wear and tear.
- (b) Residents transferring from one HRHA unit to another unit within the same development (intra-development) will have the security deposit credited to the new unit. If the resident transfers from one HRHA development to a different development (inter-development) the HRHA will refund the resident's security deposit minus any damages assessed. The resident will be responsible for paying a security deposit for the new dwelling unit equal to the original security deposit amount at the previous unit. If a security deposit was not collected on the previous unit a new security deposit equal to the minimum rent must be collected.
  - (c) The security deposit will not be used by the resident to pay the first or last month's rent.

### Section 4. Scheduled and Interim Re-examination of Rent, Dwelling Size, and Eligibility

The rent amount as stated in Lease above is due each month until the rent amount is modified or amended after a re-examination, as described in the ACOP. Any changes in the lease must be in writing and result in a lease amendment or a newly signed lease.

- (a) Scheduled Re-examinations:

As stated in the ACOP, residents and all authorized members will be re-examined to determine eligibility for continued occupancy. The resident must supply the HRHA with truthful written information about family composition, citizenship and/or eligible immigration status, age of resident authorized members,



income and source of income of all resident authorized members, assets and related information necessary to determine eligibility, annual income, adjusted income, rent, and dwelling size. Failure to supply such information or misrepresentation of information is a serious violation of the terms of the Lease and may result in lease termination.

The resident and resident adult authorized members agree to comply with reasonable HRHA requests for verification by signing releases or authorizations for third-party sources, including HUD Form 9886 and the HRHA Authorization and Consent Release Form, presenting documents for review, or providing other suitable forms of verification. This information will be used by the HRHA to decide whether the amount of the rent should change, whether the dwelling size is correct for the resident's needs, and whether the resident and all authorized family members are in compliance with the terms and conditions of the lease agreement. Failure to sign releases, including HUD Form 9886 and the HRHA Authorization and Consent Release Form, is a serious violation of the terms of the Lease and can result in lease termination.

(b) Interim Re-examinations:

As specified in the ACOP, if there are any changes in a family's income or household composition between scheduled re-examinations, an interim re-examination may be conducted. Certain changes require advance approval by the HRHA.

1. Residents are required to report all changes in family composition or income to the property manager within 10 calendar days of the occurrence.
2. Failure to report changes in income within the 10 calendar days may result in a retroactive rent increase, but not a retroactive credit or rent reduction.
3. In order to qualify for rent reductions, residents must report income decreases.
4. Residents are required to report interim increases in income. If a resident was granted an interim rent reduction, he/she must report an interim increase in income within 10 calendar days.

(c) Hardship Suspension/Exemption from the minimum rent:

A minimum rent hardship suspension will be granted to a resident who requests and can document, that due to a financial hardship he/she is unable to pay the minimum rent amount. If a resident paying minimum rent requests a hardship suspension, the HRHA must suspend the minimum rent, effective the following month, and determine whether the resident qualifies for hardship exemption. A hardship suspension from the minimum rent does not mean the rent amount becomes zero (0). The family is required to pay the greater of 30% of adjusted monthly income or 10% of gross monthly income when that amount is less than the minimum rent. When appropriate, a hardship exemption will be granted considering the basis of the hardship and the amount the resident should be obligated to pay based on their income.

(d) Effective date of rent adjustments:

1. Timely Reporting (Within 10 calendar days of the occurrence)
  - i. Decreases - First day of the month after the decrease in income is first reported to the property manager.
  - ii. Increases - First day of the second month following the increase in income.
2. Late Reporting (After 10 calendar days of the occurrence)
  - i. Decreases - The household is not entitled to a rent credit for any prior monthly rent before the



decrease in income is reported to the property manager. Any required earned income disallowance (EID) period will occur, whether reported in a timely manner or not.

- ii. Increases - The household will receive a retroactive charge for an increase in income that would have resulted in a rent increase and was not reported timely, retroactive to the month after the change should have been reported.
- (e) Retroactive rent charges will be applied only where it is found that the resident or resident authorized members have (1) misrepresented or omitted the facts on which the rent is based, so that the rent the resident is paying is less than the rent the resident should have been charged; or (2) is late in reporting in accordance with the ACOP. The increase in rent will be applied retroactively to the first of the second month following the event in which the misrepresentation or failure to report occurred. Failure to pay the retroactive charge may result in termination of tenancy.
  - (f) If the error in rent calculation is caused by information reported by the resident at admission or any re-examination, resulting in an overpayment by the resident, the resident's rent will decrease effective the month after reporting. Less than a 30 day written notice, if necessary, is allowable to correct the error. The resident will not receive a retroactive credit.
  - (g) When the HRHA makes a rent calculation error at admission or re-examination and it causes a household's rent to be too low, any increase in rent will not go into effect retroactively. The increase in rent will go into effect the first day of the second month after the HRHA error is discovered and proper notice of the rent increase has been given to the household pursuant to Lease, Section 1(e). If the HRHA's rent calculation error resulted in an overpayment by the resident, the resident has a choice between a check for overpayment or a credit to their account.

## Section 5. General Conditions for Use and Occupancy of the Dwelling Unit

- (a) The dwelling unit will be the sole domicile of the resident and resident authorized members.
- (b) The resident and resident authorized members will have the right to exclusive use and occupancy of the dwelling unit. The resident and resident's authorized members will not assign the Lease, nor sublease the dwelling unit.
- (c) The dwelling unit must be used only as a private residence solely for the resident and resident authorized members named on the Lease. The resident must request and receive prior written approval from the HRHA for the resident to use their dwelling unit for legal profit-making activities incidental to the primary use of the dwelling unit.
- (d) The resident will have the right to allow individual guests or visitors for a period up to 14 calendar days in a calendar year. If the resident wishes a guest to remain longer than 14 consecutive days in a calendar year, the resident must submit a written request to the property manager. The HRHA will not unreasonably deny a request for an extension.
- (e) The HRHA may ban/bar visitors who engage in any behavior that threatens the health, safety, or right to peaceful enjoyment of the premises by other residents, HRHA employees, agents of the HRHA, or other persons, including criminal activity cases. Visitors banned for such behavior, will be restricted from entering HRHA properties. A resident will be notified by HRHA, the Hopewell Police Department and/or property manager when a guest of his/hers has been banned. Residents may grieve the HRHA's decision to ban a visitor in accordance with the HRHA Grievance Procedure.



- (f) Violation of any of the terms of this Lease Section or the ACOP is cause for termination of tenancy.

## Section 6 Pet Ownership:

- (a) Each head of household may own one four-legged pet, which may be either a dog or cat. The weight of a cat cannot exceed ten (10) pounds (fully grown) and a dog may not exceed 25 pounds (fully-grown). The height of all four-legged animals cannot exceed 15 inches from the front shoulder of the animal. Each bird or aquarium, will not be counted as one pet.
- (b) If the pet is a dog or cat, it must be neutered/spayed by the age of six (6) months. Evidence of such neutering/spaying can be provided by a statement/bill from a veterinarian, certified on the appropriate HRHA Form and/or staff of the appropriate agency. Evidence must be provided prior to the execution of this agreement and/or within 10 days of the pet becoming of the age to be neutered/spayed.
- (c) Tenant must provide waterproof and leak proof litter boxes for cat waste, which must be kept inside the dwelling unit. Cardboard boxes are not acceptable and will not be approved. Tenant will not permit refuse from litter boxes to accumulate nor to become unsightly or unsanitary.
- (d) If the pet is a bird, it will be housed in a birdcage and cannot be let out of the cage at any time
- (e) If the pet is a fish, the aquarium must be ten (10) gallons or less, and the container must be placed in a safe location in the unit. Tenant is limited to one container for the fish; however, there is no limit on the number of fish that can be maintained in the container as long as the container is maintained in a safe and non-hazardous manner.
- (f) If the pet is a cat or dog, it must have received rabies and distemper inoculations or boosters, as applicable. Evidence of inoculations can be provided by a statement/bill from veterinarian, certified on the appropriate HRHA Form, or by staff of the appropriate agency and must be provided before the execution of the Pet Policy Addendum.
- (g) All pets must be housed within the Leased Premises and no facilities can be constructed outside of the unit for any pet. No animal will be permitted to be loose and if the pet is taken outside it must be taken outside on a leash and kept off other tenants' lawns. Also, all pets must wear collars with identification and license at all times. Pets without a collar will be picked up immediately by the appropriate agency.
- (h) All pets must be under the control of an adult leaseholder. An unleashed pet, or one tied to a fixed object, is not considered to be under the control of an adult leaseholder. Pets, which are unleashed, or leashed and unattended, on housing authority property, may be impounded and reported to the appropriate agency for pick-up. It will be the responsibility of the Tenant to reclaim the pet at the expense of Tenant.
- (i) Pets may not be left unattended for more than twenty-four (24) consecutive hours. If it is reported to HRHA staff that a pet has been left unattended for more than a twenty-four (24) consecutive hour period, HRHA staff may enter the unit with the appropriate agency to pick-up the animal. Any expense to remove and reclaim the pet from any facility will be the responsibility of Tenant. In the case of an emergency, HRHA will work with Tenant to allow no more than 24 hours for Tenant to make accommodations for the pet.
- (j) Pets, as applicable, must be weighed by a veterinarian or staff of an appropriate agency. A statement containing the weight of the pet must be provided to HRHA prior to the execution of this agreement and upon request by the HRHA at any time following the inception of the Pet Policy Addendum.



- (k) Responsible Pet Ownership: Each pet must be maintained responsibly and in accordance with this Pet Policy Addendum and in accordance with all applicable ordinances, state and local public health, animal control, and animal anti-cruelty laws and regulations governing pet ownership. Any waste generated by a pet must be properly and promptly disposed of by Tenant to avoid any unpleasant and unsanitary odor from being in the unit in accordance with the provisions of HRHA's Pet Policy.
- (l) Prohibited Animals: Breeds of animals that are considered by HRHA to be vicious and/or intimidating will not be allowed. Some examples of animals that have a reputation of a vicious nature are: Rottweiler, Doberman Pinscher, Pit Bull-type dog, German Shepherd, Chow, and/or any animal that displays vicious behavior. This determination will be made by a HRHA representative prior to the execution of this lease addendum.
- (m) Pets will not disturb, interfere or diminish the peaceful enjoyment of other Tenants. The terms, "disturb, interfere or diminish" will include but not be limited to barking, meowing, crying, howling, chirping, biting, scratching and other like activities. This includes any pets that make noise continuously and/or incessantly for a period of 10 minutes or intermittently for one-half hour or more and therefore disturbs any person at any time of the day or night. The HRHA will terminate this authorization if a pet disturbs other tenants under this section of the lease addendum. Tenant will be given one (1) week to make other arrangements for the care of the pet or the Lease will be terminated.
- (n) If the animal should become destructive, create a nuisance, represent a threat to the safety and security of other persons, or create a problem in the area of cleanliness and sanitation, HRHA will notify Tenant, in writing, that the animal must be removed from the community, within five (5) days of the date of the notice from HRHA. Tenant may request a hearing, which will be handled according to HRHA's established grievance procedure. The pet may remain with Tenant during the hearing process unless HRHA has determined that the pet may be a danger or threat to the safety and security of other persons. If this determination has been made by HRHA, the pet must be immediately removed from the unit upon receipt of the notice from HRHA.
- (o) The Tenant is solely responsible for cleaning up the waste of the pet within the Lease Premises and on the premises of the public housing development. If the pet is taken outside, it must be on a leash at all times. If there is any visible waste by the pet, Tenant must dispose of it in a plastic bag, which is securely tied and placed in the garbage receptacle for Leased Premises. If the Housing Authority staff is required to clean any waste left by a pet, Tenant will be charged \$25 for the removal of the waste.
- (p) Tenant will have pets restrained so that maintenance can be performed in the Leased Premises. Tenant will, whenever an inspection or maintenance is scheduled, either be at home or will have all animals restrained or caged. If a maintenance person enters an apartment where an animal is not restrained, maintenance will not be performed, and Tenant will be charged a fee of \$50.00. If this same situation again occurs, the pet will be removed from the Leased Premises. Pets that are not caged or properly restrained may be impounded by animal control officers and taken to the appropriate agency. It will be the responsibility of Tenant to reclaim the pet at the expense of the Tenant. Management will not be responsible if any animal escapes from the residence due to maintenance, inspections, or other activities of the Management.
- (q) Pets may not be bred or used for any commercial purposes on HRHA property.



(r) Pet Security Deposit

Type of Pet Fee Deposit	Fee	Deposit
Dog	\$50	\$100
Cat	\$50	\$100
Fish Aquarium	\$0	\$0
Fish Bowl (Requires no power and no larger than two	\$0	\$0

The Pet Fee will be paid at the time of the pet approval and all proof of inoculation requirements will be made available to Management at such time. The Pet Fee Deposit made will be utilized to offset damages caused by the pet and/or Tenant from the deposit will be refunded to Tenant.

**THERE SHALL BE NO REFUND OF THE PET FEE.**

It will be a serious violation of the Lease for any Tenant to have a pet without having complied with the terms of this Pet Policy. Such violation to be a serious violation of the Lease and this Pet Policy and Management termination notice. Tenant will be entitled to a grievance hearing in accordance lease.

**Section 7. Housing Transfers**

The HRHA has the authority to relocate a resident and resident's authorized members to another unit in the same or different development under the HRHA transfer policy pursuant to ACOP. For a detailed list and application of each type of transfer, see ACOP.

- (a) Failure to transfer when required under an emergency or mandatory transfer may subject a family to lease termination. Residents who occupy a unit with accessibility features that are not required for members of the household may be required to move upon 30 days notice by HRHA to allow for a family that requires the accessibility features. Residents choosing to move into a unit with accessibility features will pay the expense for moving out of the unit when required for a family needing the features of the unit. Failure to move within the 30 day period is grounds for lease termination.
- (b) Failure to maintain lease compliance will result in denial of the transfer and may be cause for lease termination.
- (c) For voluntary or resident-initiated transfers, refusal of a unit offer with or without good cause will result in the removal of the household from the transfer wait list. Residents will not be able to request any of these transfer types for 12 months from the date of removal letter.
- (d) Residents are solely responsible for all costs associated with Resident-Initiated transfers.
- (e) The HRHA may revise the transfer categories below to create and implement special programs and/or



for the benefit of residents.

#### Types of HRHA Transfers:

1. Emergency Transfers: Emergency transfers may be made to: permit repair of unit defects hazardous to life, health, or safety; alleviate verified disability problems of a life-threatening nature; protect members of the household from attack by the criminal element in a particular property or neighborhood; or to comply with the Violence Against Woman's Act (VAWA).
2. Category 1 Administrative Transfers: Witnesses to crimes and may face reprisals; victims of hate crimes or extreme harassment; alleviate verified medical problems of a serious (but not life-threatening) nature; permit modernization or demolition of units; or requires a unit with accessible features.
3. Category 2 Administrative Transfers: Family size is so small that it includes fewer persons than the number of bedrooms, or so large that the household members over age 5 would equal more than two persons per bedroom.
4. Category 3 Administrative Transfers: To avoid concentration of the most economically and socially deprived families, correct occupancy standards, or address situations that interfere with peaceful enjoyment of the premises.

### Section 8. Resident's Obligations

The resident and all resident authorized members must comply with this section. Failure to comply will subject the family to lease termination. Residents and resident authorized members are obligated:

- (a) To comply with all responsibilities imposed upon the resident and resident authorized members by applicable provisions of the building and housing codes materially affecting health and safety, and to allow the HRHA to make necessary inspections of the resident's dwelling unit pursuant to the ACOP.
- (b) To personally refrain from and to cause resident authorized members, pets/animals, guests and other persons under the residents' control to refrain from destroying, defacing, damaging, littering, or removing any part of the dwelling unit or development, and to immediately notify the HRHA of any damage in the dwelling unit.
  - i. To keep the dwelling unit and other such areas as may be assigned to the resident for the family's exclusive use in a clean and safe condition, and to cure housekeeping violations within 30 calendar days of notice.
  - ii. To buy and install working batteries in smoke and carbon monoxide detectors within the unit.
  - iii. To act and cause resident authorized members, pets/animals, visitors, and/or guests to behave in a manner that will not disturb other residents' peaceful enjoyment of their accommodations and that will contribute to maintaining the building and/or development in a decent, safe, and sanitary condition. This includes refraining from alcohol abuse, or any other activity that interferes with the health, safety, or right to peaceful enjoyment of the premises by other residents, HRHA employees, agents of the HRHA, or other persons.



- iv. To use in a reasonable manner all electrical, plumbing, sanitary, heating, ventilation, air conditioning, and other appurtenances, including elevators. Reasonable behavior includes, but is not limited to, not splicing, stealing, running extension cords, or other wiring throughout the property to produce utility connections.
  - v. To provide appropriate climate control in the unit and take other measures to retard and prevent mold and mildew from accumulating in the unit.
    - a) To remove visible moisture, build up on windows, walls and other surfaces as soon as reasonably possible.
    - b) To not block or cover any of the heating, ventilation or air-conditioning ducts in the unit.
    - c) To immediately report to the management office:
      - i. any evidence of a water leak or excessive moisture in the unit, as well as in any storage room, garage or other common area;
      - ii. any evidence of mold or mildew like growth that cannot be removed by simply applying a common household cleaner and wiping the area;
      - iii. any failure or malfunction in the heating, ventilation, air conditioning systems or laundry systems in the unit; and any inoperable doors or windows.
  - vi. Resident further agrees that they will be responsible for damage to the unit and Resident's property as well as injury to Resident and Resident's Invitees resulting from Resident's failure to comply with the terms of this paragraph.
  - vii. To dispose of all ashes, garbage, rubbish, and other waste from the dwelling unit in a sanitary and safe manner.
  - viii. To maintain mailboxes in clean and operable condition. No garbage or disposed of mail will be placed inside mailboxes.
- (c) To remove from HRHA property any vehicles owned or in the control of the household, that are without valid registration and inspection stickers. To refrain from parking any vehicles in any right-of-way, fire lane, or other HRHA property not designated for parking purposes. Any inoperable or unlicensed vehicle as described above will be removed from HRHA property at the resident's expense. Automobile repairs are not permitted on HRHA property.
- (d) To not change locks or install new locks or anti-theft devices without the written approval of the HRHA. If the HRHA approves the request to install such locks, the resident agrees to provide a key for each lock. When this Lease ends, the resident agrees to return all keys to the dwelling unit to the property manager. The HRHA will charge the resident \$50 for each key not returned.
- (e) To abide by the necessary and reasonable policies and procedures established by the HRHA, for the benefit and well-being of the housing development and the residents, which will be posted in the management office and incorporated by reference in the Lease.
- (f) To refrain from and cause resident authorized members and guests to refrain from:
  - i. Engaging in any activity, including physical and verbal assaults, harassment, that threaten the health, safety, or right to peaceful enjoyment of the premises by other residents, HRHA employees, agents of the HRHA, or other persons.
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- ii. Engaging in any criminal activity that threatens the life, health, or property of other residents, HRHA employees, agents of the HRHA, or other persons.
  - iii. Engaging in any drug-related criminal activity on or off HRHA premises. For purposes of the Lease, the term drug-related criminal activity means the illegal manufacture, sale, distribution, use, possession, storage, service, delivery, or cultivation of a controlled substance, including medical marijuana.
- (g) To personally refrain from and to cause resident authorized members, guests and other persons under the residents' control to not display, use, control, or possess anywhere on or near HRHA property any firearms, ammunition, or other weapons in violation of Federal, State, and local laws. Unless required by lawful employment, and in accordance with law, it will be a lease violation to:
- i. Display, intentionally or unintentionally, a weapon while on or near HRHA Property, or Hide or conceal, intentionally or unintentionally, a weapon on one's person or belongings while on HRHA Property, or
  - ii. Fire or otherwise discharge, intentionally or unintentionally, the weapon while on or near HRHA Property, or
  - iii. Use, intentionally or unintentionally, a weapon with a verbal or non-verbal threat to shoot, fire, explode, throw, or
  - iv. Cause, intentionally or unintentionally, any injury to or on another person, or cause damage to any personal or real property with the use of a weapon, or
  - v. Cause, intentionally or unintentionally, any other person to perform any of the above conduct.
  - vi. Causing any fire on HRHA premises, either intentionally or through gross negligence, recklessness, or careless disregard.
- (h) To refrain from and keep persons under the resident's control from engaging in any criminal activity that threatens the health, safety, or right of peaceful enjoyment of the premises by other residents, HRHA employees, agents of the HRHA, or other persons. To have persons under the resident's control refrain from any drug-related criminal activity on the premises.
- (i) To assure that no tenant, member of the tenant's household, or guest engages in any smoking of prohibited tobacco products in restricted areas, as defined by 24 CFR 965.653(a), or in other outdoor areas that the HRHA designated as smoke free.
- (j) To refrain from igniting fireworks in any unit, common area, or premises.
- (k) To assure that no member of the household engages in an abuse or pattern of abuse of alcohol that affects the health, safety, or right to peaceful enjoyment of the premises by other residents.
- (l) To refrain from and prohibit resident authorized members or guests from allowing persons who are under Electronic Home Detention Program (Home Monitoring/House Arrest Program) from entering or residing on the premises.
- (m) Electronic Monitoring Program: Resident must notify the HRHA within 48 hours of the return of an authorized member who is a participant in the Electronic Monitoring Program to his/her unit. Failure of the resident to notify the property manager in a timely fashion is grounds for lease termination. Allowing residency of a participant in the Electronic Monitoring Program in the resident's unit who is



not on the Lease as an authorized member for that unit is grounds for lease termination

- (n) To notify the HRHA of any additions to the household (by child birth, adoption, or court-awarded custody to a current member of the household during tenancy, excluding foster care arrangements) within 10 calendar days of the occurrence, and to refrain from permitting any unauthorized persons to join the household.
- (o) To make an emergency or mandatory administrative transfer to another unit when required under the HRHA transfer policy in the ACOP and Lease Section 7.
- (p) To pay reasonable charges (other than for normal wear and tear) for the repair of damages to the dwelling unit or to the development (including damages to buildings, facilities, or common areas) caused by the resident, a member of the resident's household, pets/animals, or a visitor/guest of the household.
- (q) To refrain from providing accommodations to boarders or lodgers, assigning the lease, or subleasing the dwelling unit.
- (r) To refrain from allowing a former public housing resident, who was evicted from a federally- funded program to occupy their unit. The term to occupy means to reside in the unit.
- (s) To sign all necessary consent forms for the release of information that are necessary to complete the re-examination process, including but not limited to HUD Form 9886 and the HRHA Authorization and Consent Release Form.
- (t) To allow HRHA, its agents or contractors, access to the unit after proper notice, in accordance with Lease Section 12.
- (u) To refrain from allowing an HRHA-barred individual to reside in or visit the unit.

## Section 9. Restrictions on Alterations

The resident agrees not to make alterations, additions, or improvements without first obtaining written permission from the HRHA. Alterations completed without HRHA permission is cause for termination of tenancy. Alterations include, but are not limited to:

- Changing or removing any part of the appliances, fixtures, or equipment provided by the HRHA in the unit;
- Painting or installing wallpaper or contact paper in the unit;
- Attaching awnings or window guards in the unit;
- Attaching or placing any fixtures, signs, or fences on the building(s), the common areas, or the development grounds;
- Attaching any shelves, screen doors, or other permanent improvements in the unit;
- Installing washing machines, dryers, fans, heaters, or air conditioners in the unit;
- Placing any aerials, antennas, or other electrical connections on the unit or building exterior;
- Installing burglar bars and/or gates on the premises; or
- Having a waterbed on the premises.



- (a) Alterations, additions, and improvements that cannot be removed without permanent damage to the dwelling unit will become the property of the HRHA without payment to the resident.
- (b) The HRHA agrees to provide reasonable accommodations to an eligible qualified resident with disabilities, including making changes to rules, policies, or procedures, and making and paying for a reasonable accommodation to a unit or common areas. The HRHA is not required to provide accommodations that constitute a fundamental alteration to the program or which would pose an undue financial and administrative burden.
- (c) The HRHA will consider the needs and concerns of victims of domestic violence, sexual assault/violence, dating violence, or stalking when considering requests for alterations, additions, or improvements to the dwelling unit.

## Section 10. Changes in the Household

- (a) Children born, adopted, and granted through a court-awarded custody agreement (excluding foster care arrangements) to a current member of the household during tenancy will automatically be added to the Lease upon prompt notice (within 10 calendar days of the occurrence) by the resident.
- (b) The addition of foster children, foster adults, kinship care children, and live-in aides to the household, require the prior written approval of the HRHA. The HRHA will not approve lease addition requests for adults. Exceptions will be made for legally protected relationships or extenuating circumstances determined at the sole discretion of the HRHA. Any such approval is required prior to bringing the person(s) into the household. Person(s) residing in the household without HRHA approval will be considered unauthorized occupants, and the entire household will be subject to lease termination.
- (c) Prior written approval to add a live-in aide is required and will not be unreasonably refused. Live-in aides are required to meet all admissions screening criteria except employment. A live-in aide resides in the unit for essential care and necessary supportive services to one or more elderly, near elderly residents, or a resident with a disability. A live-in aide is not required to share a bedroom with another member of the household and may be assigned his/her own bedroom. A live-in aide may not move into a unit if it would create overcrowding as defined by HRHA occupancy standards. However, a resident may be transferred as reasonable accommodation to allow a Live-in aide. If the addition of the live-in aide will not overcrowd the current unit, the HRHA will not transfer the resident or increase the bedroom size. A resident's bedroom size will not be adjusted to allow the family members of a live-in aide; a live-in aide's family members cannot cause overcrowding in the unit. Live-in aides have no rights as remaining family members regardless of the familial relationship and upon the death, eviction, departure, or abandonment of the assisted resident family member, the live-in aide must leave the unit. Failure to leave is cause for eviction.
- (d) The HRHA will approve or disapprove a resident's request to allow a foster child, foster adult, kinship care child, live-in aide, or adult to be added to the lease and move into the dwelling unit within 20 business days of receipt of the completed request package by the HRHA Occupancy Department. This time period can be extended if there is a delay beyond the control of the HRHA or the resident.
- (e) Resident authorized members who move out of the dwelling unit, for any reason, will be reported



by the resident to the HRHA in writing within 10 calendar days of the occurrence. The resident will complete a Move-Out Affidavit.

- (f) Remaining family members: If the head of household dies, continued occupancy by remaining family members is only permissible if there is at least one family member on the Lease living in the household who can pass applicant screening and is 18 years old or over or an emancipated minor. The household must be lease compliant at the time of the request. Remaining family members must have lived in the unit as an authorized occupant on the Lease, for a minimum of three consecutive years (36 months) to become the head of household, and without any unauthorized extended absences. If the entire household has resided in public housing for less than three consecutive years, the HRHA will consider the timeframe the family has lived in housing as the minimum time period for determining the rights of the remaining head of household status.
- (g) Then a head of household leaves a household with children or adults with a disability who cannot assume the role of the head of household, and there is no remaining family member to assume the head of household role, the lease will be terminated. Subject to program eligibility and voucher availability, the HRHA may offer either a housing choice voucher or a public housing unit to the permanent legal custodial guardian.
- (h) A new head of household, under the above paragraph (g), will be charged for any arrearages incurred by the former head of household. The HRHA reserves the right to establish a payment plan with the new head of household. Consideration will be given to whether an eviction for arrearages would result in the separation of the family.
- (i) If this Lease is an extension of occupancy by the resident's household under a prior Lease or Leases with the HRHA, any amounts due under the prior Lease or Leases may be charged and collected as if the amounts due occurred under this Lease.

## Section 11. HRHA Obligations

The HRHA is obligated:

- (a) To maintain the dwelling unit and development in a decent, safe, and sanitary condition.
- (b) To comply with the requirements of applicable city building codes, housing codes, and HUD regulations materially affecting health and safety.
- (c) To make necessary repairs to the dwelling unit.
- (d) To keep buildings, facilities, and common areas in HRHA's control, not otherwise assigned to the resident for maintenance and upkeep, in a clean and safe condition.
- (e) To maintain in good and safe condition and working order electrical, plumbing, sanitary, heating, ventilating, and other facilities and appliances, including elevators supplied or required to be supplied and control by the HRHA. In multi-story buildings controlled by the HRHA, the HRHA agrees to keep the stairwells clean and free of debris.
- (f) To provide and maintain appropriate receptacles and facilities (except containers for the exclusive use of a resident) for the deposit of garbage, rubbish, ashes, and other waste removed from the



dwelling unit by the resident.

- (g) To supply running water, reasonable amounts of hot and cold water, and a reasonable amount of heat at proper times of the year according to local custom and usage, except where the building that includes the dwelling unit is not required by law to be equipped for that purpose, or where heat or hot water is generated by an installation within the exclusive control of the resident and supplied by a direct utility connection.
- (h) To notify the resident of the specific grounds for any proposed adverse action by the HRHA, and when applicable, to inform the resident of his/her right to a grievance hearing under the **HRHA Grievance Procedure**.
- (i) **Reasonable Accommodations for Residents with Disabilities**: Upon request and verification for structural modification or policy accommodation by a qualified resident with disabilities, or head of household on behalf of a family member with disabilities, the HRHA will provide reasonable accommodations after determining that making the requested modification or accommodation would not result in a fundamental alteration in the nature of its program or an undue financial and administrative burden. If providing such modification or accommodation would result in a fundamental program alteration or undue financial and/or administrative burden, the HRHA will take alternate action to accommodate the individual. Reasonable accommodations will be provided pursuant to the ACOP and the HRHA Reasonable Accommodations Policy and Procedure.
- (j) To notify the resident of the specific grounds for any proposed adverse action by the HRHA, and when applicable, to inform the resident of his/her occupancy rights under the Violence Against Women's Act 2013 Reauthorization.

## Section 12. Entry of Premises during Tenancy

- (a) Upon applicable and/or reasonable advance notice (48 hours prior to entry), any duly authorized agent, employee, or contractor of the HRHA will be permitted to enter the dwelling unit 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.
- (b) When the resident calls to request maintenance on the dwelling unit, the HRHA will acknowledge receipt of the request within 24 hours and the resident will be provided a 48-hour window in which work orders will be completed. A request for maintenance constitutes permission for the HRHA to enter the unit and perform the maintenance. If the resident is not at home when the HRHA performs the requested maintenance, the HRHA will leave a copy of the completed work order in the unit.
- (c) Aside from maintenance requests, the HRHA will give all residents a minimum 48 hours written notice that the HRHA intends to enter the dwelling unit and state the reason for entry. Qualified residents with disabilities will be provided notice in the alternative format requested by the resident (e.g. Braille, large print, audiotape, etc.).
- (d) If necessary, notices for entry into the premises for extermination purposes can be posted to the resident's front door.
- (e) The HRHA may enter the resident's dwelling unit at any time without advance notice when there is



reasonable cause to believe an emergency exists that poses an immediate threat to the health, safety, and/or welfare of residents and/or employees. Legitimate emergency conditions will not be used as a pretext for unit inspections.

- (f) If the resident and all adult members of the household are absent from the dwelling unit at the time of entry, the HRHA will leave a written statement in the dwelling unit specifying the date, time, and purpose of entry prior to leaving the dwelling unit.

### Section 13. Defects Hazardous to Life, Health or Safety

If the dwelling unit is damaged to the extent that it creates conditions hazardous to the life, health, or safety of the occupants, the following terms will be applicable:

- (a) HRHA Responsibilities and Services: The HRHA will be responsible for repair of the unit within a reasonable period of time after receiving notice from the resident. If the damage was caused by the resident, resident authorized members, resident's pet(s), animal(s), guests, or persons under the resident's control, the reasonable cost of the repairs will be charged to the resident. The reasonable period of time to abate and repair an emergency is 24 hours.
- (b) If necessary repairs cannot be made within a reasonable time, the HRHA will offer the resident decent, safe, and sanitary alternative lodging.
- (c) If repairs cannot be made by the HRHA within a reasonable amount of time, or if decent, safe and sanitary, alternative lodgings that do not contain hazardous defects are unavailable, then rent will abate in proportion to the seriousness of the damage and loss in value as a dwelling unit. The abatement will remain in effect until the damage is corrected.
- (d) No abatement of rent will occur if the resident rejects the alternative lodgings and remains in the dwelling unit or if the damage was caused by the resident, resident authorized members, resident's pet(s), animal(s), guests, or persons under the resident's control.
- (e) If the resident's dwelling unit is uninhabitable or is hazardous to life, health, and safety, and if a decent and sanitary alternative lodging that does not contain hazardous defects is offered and refused and the resident refuses to leave the unit until it is repaired, the resident's Lease may be terminated.
- (f) Resident Responsibilities: The resident will immediately notify the property manager of the damage to the dwelling unit that is hazardous to life, health, or safety of the occupants. The resident agrees to continue to pay full rent, less the abated portion, during the time the defect remains uncorrected.
- (g) The HRHA will not be liable for any injuries or property damage sustained on any premises leased or assigned to the resident except for injuries or property damage resulting from intentional or negligent acts or omissions on the part of the HRHA, HRHA representatives, or agents of the HRHA. HRHA encourages and recommends that the resident obtains renters insurance.
- (h) All accidents involving injury or loss of property to the resident and/or resident authorized members, resident's pet(s), animal(s) guests, or persons under the resident's control must be



reported, verbally or in writing, to property management within five (5) business days. Failure to comply with this reporting procedure does not waive or foreclose any legal or equitable remedies the person may have against the HRHA with respect to said damages or injury.

- (i) HRHA makes no representation that its premises are safe from the threat of theft, injury or damage to residents, residents' families, or the residents' property. HRHA makes no representation that its gates, fences, locks, security or surveillance cameras, and other equipment and services are provided for resident's safety. Any such items are provided for the protection of HRHA's property.

## Section 14. Inspections

- (a) All inspections will be conducted to evaluate unit conditions, identify health and safety violations, establish preventive maintenance programs, prepare unit rehabilitation specifications, or take other actions to improve the maintenance of units. Annual and interim inspections will be done pursuant to the ACOP.
- (b) Move-in Inspections: The HRHA and the resident or his/her representative will inspect the dwelling unit prior to occupancy. The HRHA will give the resident a written statement of the condition of the dwelling unit and note any equipment provided with the dwelling unit. The statement will be signed by the HRHA and the resident or his/her representative. A copy of the statement will be retained in the resident's folder. Any deficiencies noted on the inspection report will be corrected by the HRHA at no charge to the resident prior to move-in or within 10 business days after move-in, provided the defect does not render the unit uninhabitable. In the event the HRHA fails to correct the deficiencies within 10 business days of the move-in, the resident may exercise the remedy described in Lease Section 13(c).
- (c) Annual and Interim Inspections: Residents will be notified at least 48 hours in advance of any annual or interim inspections. The HRHA will inspect the condition of the dwelling unit, the equipment within, and any areas assigned to the resident for upkeep. Inspections will be used to determine the family's compliance with housekeeping standards and overall care of the dwelling unit and equipment. HRHA will request work orders for items found to be in disrepair and residents will be given a 30 day notice for any housekeeping violations.
- (d) An interim inspection will occur at the end of the 30-day cure period to follow up on any housekeeping violations found during the annual inspection and measure corrections to any identified unsatisfactory conditions and progress toward resolution of the problem. If the housekeeping violation has not been resolved during notice and any cure period, the HRHA may proceed with lease termination.
- (e) Annual and Interim inspections of units will also occur where an extra bedroom has been granted in order to reasonably accommodate a resident or family member's verifiable disability. Management will inspect to see that the extra rooms are being utilized based on the documented reason for the accommodation (e.g. a live-in aide, large hospital bed, breathing apparatus, mobility aids, etc. are housed within the room). If the extra bedroom is not being used in accordance with the documented reason for the accommodation, the resident may be subjected to lease termination or mandatory transfer.
- (f) Move-out Inspection: The HRHA will inspect the dwelling unit at the time the resident vacates and



give the resident a written statement of the charges, if any, for which the resident is responsible. In order to protect the resident's rights, the resident and/or representative may join in such move-out inspection, unless the resident vacates without notice to the HRHA.

## Section 15. Notice Procedures

- (a) Resident Responsibility: The Resident must personally deliver a written notice to the property management office or the central office of the HRHA, or send it prepaid first-class mail properly addressed. Any notice to the HRHA can be in an alternative format as a result of a request for a reasonable accommodation by a qualified resident with disabilities.
- (b) HRHA Responsibility: All notices to residents must be in writing, except notices to residents with disabilities, which must be in the alternative format requested by the resident. Notices will also be available in Spanish or other languages as needed.
- (c) Notices for Lease Termination or non-renewal must be personally delivered to the resident or any adult resident authorized member (i.e. person age 18 years or over residing in the dwelling unit) or sent properly addressed by prepaid first class to the addressee. If no one is in actual possession of the premises, the notice of termination may be posted on the premises.
- (d) Notices, other than a Notice for Lease Termination or non-renewal, may be delivered to the resident or any adult resident authorized member of the resident's household or sent by prepaid first class mail properly addressed to the resident except as provided in Section 12 (d) and (e). If the Notice is mailed, receipt is considered to have occurred five (5) calendar days after mailing.

## Section 16. Termination of the Lease

For termination of the Lease, the following procedures and the ACOP will be followed by the HRHA and the resident:

- (a) The resident may terminate this Lease at any time following the initial term by giving 30 calendar days written notice.
- (b) Failure to give notice to management may result in additional rent being charged to the resident's account. The resident is responsible for the final month's rent until the vacate date. The security deposit may not be used by the resident for the rent or other charges.
- (c) This Lease may be terminated by the HRHA at any time only for serious or repeated violations of material terms of the Lease. **A criminal conviction is not needed to demonstrate a serious or material violation of the lease.** The Lease will be terminated if:
  - The resident fails to make payments due under the Lease; this includes failure to pay reasonable charges (other than normal wear and tear) for the repair of damages to the dwelling unit or to the development (including damages to buildings, facilities, or common areas) caused by the resident, authorized household member, pet(s), animal(s), or guests of the household.
  - The resident and authorized household members fail to obtain and maintain utilities connected and comply with the HRHA utilities policy;
  - The resident or any authorized household members are in violation of the occupancy guidelines;
  - The resident or any authorized household members fail to abide by the necessary and





reasonable policies and procedures established by the HRHA, for the benefit and well-being of the housing development and the residents, which will be posted in the management office and incorporated by reference in the Lease.

- The resident fails to fulfill Resident Obligations set forth in Lease Section 8;
- After admission, the HRHA discovers material facts that would have made the resident ineligible for housing during the initial screening process or re-examination;
- The HRHA discovers material false statements or fraud by the resident in connection with an application for assistance or with re-examination of income;
- The resident allows an unauthorized individual to reside in the unit;
- The resident falsifies documents or provides misleading documents regarding any resident authorized member's illegal use of a controlled substance (including medical marijuana), abuse of alcohol, or rehabilitation of illegal drug users or alcohol abusers;
- The resident fails to notify the HRHA of any additions to the household (by child birth adoption, or court-awarded custody to a current member of the household during tenancy, excluding foster care arrangements) within 10 calendar days of the occurrence.
- The resident allows an HRHA-barred individual to reside or visit the unit. Lease Section 5 for policy on barred visitors.
- The resident allows guests or visitors to remain in the unit for a time period that exceeds the limits stated in the HRHA Visitors Policy in the ACOP and Section 5 of the Lease without approval from the Property Manager.
- The resident fails to complete a scheduled or interim re-examination.
- The resident fails to supply information necessary to complete re-examination, including but not limited to Social Security numbers and Employer Identification Numbers;
- The resident fails to accept the HRHA's offer of a lease revision or modification to an existing lease;
- The resident fails to sign the required consent forms for the HRHA to conduct inquiries into the resident and household member(s)' background at re-examination, including HUD Form 9886 and the HRHA Authorization and Consent Release Form;
- The resident fails to comply with all responsibilities imposed upon the resident and resident authorized members by applicable provisions of the building and housing codes materially affecting health and safety.
- The resident refuses to allow the HRHA to perform necessary unit inspections of the resident's unit pursuant to the ACOP and the Lease.
- The resident or any authorized household members, visitors, guests, or persons under the resident's control fail to refrain from destroying, defacing, damaging, littering, or removing any part of the dwelling units or developments.
- The resident fails to keep the dwelling unit and other such areas as may be assigned to the household for the household's exclusive use in a clean and safe condition.
- The resident fails to dispose of all ashes, garbage, rubbish, and other waste from the dwelling unit in a sanitary and safe manner.
- The resident fails to cure housekeeping violations within 30 calendar days of notice.
- The resident fails to buy and install working batteries in smoke and carbon monoxide detectors within the dwelling unit.
- The resident fails to remove from HRHA property any vehicles owned or in the control of the household that are without valid registration and inspection stickers. The resident fails to refrain from parking any vehicles in any right-of-way, fire lane, or other HRHA property not designated for parking purposes. Any inoperable or unlicensed vehicle as described above will be removed from HRHA property at the resident's expense. Automobile repairs are not permitted on HRHA property.
- The resident changes locks or installs new locks or anti-theft devices without the written approval



of the HRHA.

- The resident, any authorized household members, visitors, guests or persons under the resident's control fail to behave in a manner that will not disturb other residents' peaceful enjoyment of their accommodations and will contribute to maintaining the building and/or development in a decent, safe, and sanitary condition. This includes refraining from alcohol abuse, verbal abuse, harassment or any other activity that interferes with the health, safety, or right to peaceful enjoyment of the premises by other residents, HRHA employees, agents of the HRHA, or other persons.
- The resident or any authorized household members fail to use in a reasonable manner all electrical, plumbing, sanitary, heating, ventilation, air conditioning, and other fixtures, including elevators. Reasonable behavior includes, but is not limited to, not splicing, stealing, running extension cords, or other wiring throughout the property to produce utility connections.
- The resident violates or fails to keep dogs, cats, other common household pets, and assistance animals on the premises, in accordance with the Pet Policy located in Section XIII of the ACOP and Lease Section 6. Pet Ownership requires prior written consent and approval of a pet application, which will become part of this Lease.
- The resident is fleeing to avoid prosecution, custody, or confinement after conviction for a crime or attempt to commit a crime, which is a felony under the laws of the state from which he/she flees, or for violating a condition of probation or parole imposed under federal or state law;
- The resident, any authorized member of the household, a guest, or another person under the resident's control engages in criminal activity that threatens the health, safety, or right to peaceful enjoyment of the premises by other residents, HRHA employees, agents of HRHA, or other persons;
- The resident, any authorized member of the household, a guest, or another person under the resident's control engages in any drug-related criminal activity on or off the premises. For purposes of the Lease, the term drug-related criminal activity means the illegal manufacture, sale, distribution, use, possession, storage, service, delivery, or cultivation of a controlled substance including medical marijuana;
- The resident or resident authorized member is convicted of a felony within the past three years, including, but not limited to convictions for:
  - Threats to or harassment of another person or actual or attempted injury, harm, or violence to another person.
  - Offenses against property including, but not limited to burglary, breaking and entering, arson, or malicious destruction of property.
  - Robbery, theft, or the selling of stolen property.
  - The use of the online or internet access provided by HRHA at the property for criminal activity.
  - The unauthorized use of the internet services provided to residents at the property or the physical communication lines used to provide internet services to other residents and/or units at the property.
  - Fraud against any government entity or agency involving any government program.
  - The resident or resident authorized member has a conviction for the manufacture or production of methamphetamine;
  - The resident or resident authorized member is convicted of a crime that requires them to be subject to a lifetime or any registration requirement under a state sex offender registration program;
  - The resident or resident authorized member was involved in criminal and/or drug-related activity within the past three (3) years that was a threat to health and safety as determined by the use of a criminal background report;



- The resident fails to refrain from and cause resident authorized members and guests to refrain from:
    - Engaging in any activity, including physical and verbal assaults, that threaten the health, safety, or right to peaceful enjoyment of the premises by other residents, HRHA employees, agents of the HRHA, or other persons.
    - Engaging in any criminal activity that threatens the life, health, or property of other residents, HRHA employees, agents of the HRHA, or other persons.
    - Causing any fire on HRHA premises, either intentionally or through gross negligence, recklessness, or careless disregard.
  - The resident or any authorized household members fail to refrain from allowing a former public housing resident, who was evicted from a federally-funded program to occupy their unit.
  - The resident or any authorized household members fail to refrain from providing housing to boarders or lodgers, assigning the lease, or subletting the unit.
  - The resident household is over the income limit of the housing program. The HRHA will not evict a family for being over the income limit for public housing if the family currently receives an EID or has a valid contract for participation in a Family Self-Sufficiency (FSS) Program;
  - The resident and the live-in aide fail to complete and sign the HRHA Lease Addendum for Live-In Aides;
  - The resident fails to allow the HRHA, its agents or contractors, access to the unit after proper notice has been given to the resident as provided in Section 12 of the Lease;
  - The resident, any authorized members, guests, or persons under the resident's control participates in or causes any incident or incidents of actual and/or threatened domestic violence, sexual assault/violence, dating violence, or stalking. The HRHA will not hold the victim of any incident or incidents of actual and/or threatened domestic violence, sexual assault/violence, dating violence, or stalking liable for lease violations;
  - The resident fails to make an emergency or mandatory administrative transfer to another unit when required under the HRHA transfer policy in the ACOP.
  - Public housing dwelling unit is not the sole domicile of the resident and resident authorized members
- i. Compliance with Lease Terms
1. The HRHA may terminate this Lease if, during the term of this Lease:
    - a) There is a serious or repeated violation of the material terms of the Lease by the resident, by reason of the resident's verified physical or mental impairment;
    - b) The resident does not make arrangements for someone to aid him/her in complying with the Lease; and
    - c) The HRHA cannot make any reasonable accommodation that would enable the resident to comply with the Lease.
  2. The HRHA will cooperate with the resident, designated member(s) of the resident's family, or a live-in aide to identify more suitable housing and to assist the resident's move from the dwelling unit.
  3. If there are no members of the resident's family who can or will take responsibility for moving the resident, the HRHA will cooperate with appropriate agencies, including but not limited to, the Office of the Public Guardian or local protection and advocacy organizations, to secure suitable housing and terminate the Lease.
  4. An incident or incidents of actual or threatened domestic violence, sexual assault/violence, dating violence, or stalking will not be construed as serious or repeated violations of the lease by the victim or threatened victim of that violence and will not be good cause for termination of the assistance, tenancy, or occupancy rights of a victim of such violence.



- ii. Extended Absences
  1. Notice is required when all household members will be absent from the unit for over 30 consecutive days. If the entire household is absent beyond 60 consecutive days, HRHA will consider the unit to be abandoned. HRHA may require the family to supply information to verify absence or residency in the assisted unit. Exceptions will be made for instances related to reasonable accommodations or VAWA.
  2. The head or co-head of household must notify the property manager if the unit will be entirely vacated or if any authorized family member will be residing in his/her unit during the absence. Exceptions will be made in instances where the resident is a victim of domestic violence, sexual assault/violence, dating violence, or stalking. To the extent that circumstances allow, residents will notify the property manager, secure the unit, and provide a means for the HRHA to contact the resident in an emergency. Residents who cannot provide proper notification due to long-term hospital admittance or a stay in a rehabilitative center may be eligible for a reasonable accommodation to this policy.
  3. If the resident exceeds the limit for absence, property management will take appropriate legal action, including lease termination and eviction, if necessary.
- iii. Remaining Family Members Eviction proceedings can be commenced if:
  1. The remaining family members fail to inform the HRHA within 10 calendar days of the death or departure of the former head of household;
  2. The remaining family members do not have a family member qualified to sign a new Lease as the new head of household or cannot pass screening;
  3. The HRHA approved remaining family member fails to sign a new Lease within 30 days of approval of their request; and/or
  4. The household has pending rent default or criminal violations.
- iv. In deciding to evict for criminal activity, the HRHA may consider all of the circumstances of the case, including the seriousness of the offense, the impact of the offense on other residents and the surrounding community, the extent of participation by resident authorized members and the effects that the eviction would have on resident authorized members not involved in the proscribed activity. In appropriate cases, the HRHA may permit continued occupancy by remaining authorized members and may impose a condition that resident authorized members who engaged in the proscribed activity will neither reside in nor visit the dwelling unit. The HRHA may require a family member who has engaged in the illegal use of drugs to present evidence of successful completion of a treatment program as a condition to being allowed to reside in or visit in the dwelling unit.
- v. The HRHA will not be required to prove that the resident knew, or should have known, that the authorized member of the household, guest, or another person under the resident's control was engaged in the prohibited activity. However, the resident may raise as a defense that the resident did not know, nor should have known, of said criminal activity. The resident must prove such defense by the preponderance of the evidence.
- vi. If the HRHA seeks to terminate/not renew the lease for criminal activity shown by the criminal background checks under Lease Section 5(a), upon the resident's request, the HRHA will supply the resident with a copy of the criminal background record prior to any proceedings to



terminate.

- vii. This Lease will not be renewed and tenancy will be terminated at the end of the 12-month term by the HRHA if non-exempt adult members of the resident family are not in compliance with the Community Service and Economic Self-Sufficiency Requirement described in Lease Section 22.
- viii. The HRHA will give written notice of proposed termination in English, Spanish, or other languages as needed<sup>3</sup> or, in the case of a resident with a disability, in an alternative format. The amount of notice requirement is:
  - 1. Fourteen (14) days in the case of failure to pay rent;
  - 2. A reasonable time, in accordance with state or local law or ordinance, considering the seriousness of the situation (but not to exceed 30 days) when the health, safety or right to peaceful enjoyment of residents, HRHA employees, agents of HRHA, or other persons is threatened, or in the event of any drug-related criminal or violent criminal activity; or
  - 3. Thirty (30) days in any other case.
- ix. If the HRHA prevails in an eviction action by obtaining an order for possession or if the parties agree in a stipulation, the resident will be liable for all costs awarded by the court, excluding the attorney's fees for the HRHA, unless the resident prevails in the action.
- x. A qualified resident with a disability may request a reasonable accommodation up until the time that they voluntarily vacate or are forcibly evicted from the dwelling unit.

## Section 17. Grievance Procedure and Requirements

- (a) Disputes arising under this Lease will be resolved pursuant to the **HRHA's Grievance Procedure**, and any amendments thereto that are in effect at the time such grievances arise, incorporated herein by reference.
- (b) The resident will not be allowed to use the **HRHA's Grievance Procedure** for any activity that threatens the health, safety, or right to peaceful enjoyment of the premises by other residents, HRHA employees, agents of HRHA, or persons; any drug-related criminal activity on or off premises; or any activity resulting in a felony conviction.
- (c) Grievances that do not involve the HRHA as a party to the dispute, attempts to file a class action grievance complaints, and grievances attempting to initiate policy changes are prohibited.
- (d) In the case of a proposed adverse action, including a proposed Lease termination, the HRHA will not take the proposed action until the time for the resident to request a grievance hearing has expired or, where applicable, the grievance process has expired.
- (e) When the HRHA is required to offer the resident the chance for a grievance hearing and the resident has made a timely request, the tenancy will not terminate, until the time for the tenant to request a grievance hearing has expired. If the hearing was timely requested, and the request is grievable under the HRHA's Grievance Procedure, tenancy will not terminate until the grievance process has been



completed and results have been forwarded to the resident, even if the Notice of Lease Termination has expired.

### Section 18. Abandonment

- (a) In accordance with local law, the resident will be deemed to have abandoned the dwelling unit when (a) the resident has provided the HRHA with actual notice indicating intent not to return to the dwelling unit; (b) the resident has been absent from the dwelling unit for 21 consecutive days, has removed all personal property from the dwelling unit and has failed to pay rent for that period; or (c) the resident has been absent from the dwelling unit for 32 consecutive days and has failed to pay rent for that period.
- (b) Seven days after the resident has been deemed to have abandoned the dwelling unit, the HRHA may secure the dwelling unit and the resident will be deemed to have abandoned any personal property remaining in the dwelling unit. The HRHA may remove any personal property from the dwelling unit and dispose of it. Nothing in this section will affect any other remedies provided to the HRHA under this Lease.

### Section 19. Lease Modifications, Riders, and Addendums

Residents will be notified of revisions to the lease before the revision is scheduled to take effect. Any modification of this Lease must be accomplished by a written rider or lease addendum to the Lease executed by the HRHA and the resident. The only exception to this rule is for modifications of rent pursuant to Lease Section 5. Failure to accept revisions is cause for termination or nonrenewal of the lease.

### Section 20 Community Service and Economic Self-Sufficiency Requirement

- (a) Community Service and Economic Self-Sufficiency Requirements mandate that each adult household member not eligible for an exemption will either contribute eight hours per month of community service within their community, participate in an Economic Self-Sufficiency program for eight hours per month, or a combination of both. Refer to the ACOP for the full policy on the Community Service and Economic Self-Sufficiency Requirement.
- (b) In the event the resident does not comply with Community Service and Economic Self-Sufficiency Requirement, the HRHA will not renew or extend the resident's Lease upon expiration of the Lease term. The HRHA will take such action as is necessary to terminate the tenancy of the household.
- (c) Based on consideration of the resident's efforts to comply with this Section, the HRHA reserves the right to enter into a written agreement with the resident before the expiration of the Lease term to cure any non-compliance with Community Service and Economic Self-Sufficiency Requirements.
- (d) Failure of the resident to comply with the Community Service and Economic Self-Sufficiency Requirement is grounds for non-renewal of the lease.
- (e) Residents in compliance with the HRHA Work Requirement (Lease Section 21) are considered by the HRHA to be in compliance with Community Service and Economic Self-Sufficiency Requirement.
- (f) Religious recruitment activity does not satisfy the volunteer/self-sufficiency requirements.



## Section 21 House Rules:

- (a) Smoking is prohibited at all buildings and properties designated as a smoke-free living environment. Residents, resident's authorized members, visitors, guests, and persons under the resident's control, are prohibited from smoking anywhere in the unit, including but not limited to, lobbies, reception areas, vestibules, hallways, elevators, stairwells, community rooms, bathrooms, laundry rooms, and offices. No smoking is permitted within 25 feet of the building's entryways, porches, and patios. Noncompliance is a serious violation of the lease and cause for lease termination. Additionally, resident will be responsible for all cost to remove smoke odor, smoke residue, and any damages caused by the violation.
- (b) Residents owning any pets and/or assistance animals are not allowed to install dog houses, cages, or other types of pet maintenance equipment on HRHA property, including porches, balconies, and yards.
- (c) Residents owning pets and/or assistance animals will keep dishes or containers for food and water located within the resident's unit. Residents will not deposit food or table scraps for pets, assistance animals, or stray animals on their porches, yards, balconies or HRHA property.
- (d) The City Ordinance on Curfew is enforced. Minors are not allowed to be out past required curfew. All residents must adhere to local curfew laws for children. Curfew hours are set by ordinance of the City of Hopewell and will be posted in the management office.
- (e) No gathering in the common areas after 10:00 p.m.
- (f) No loud music after 10:00 p.m.
- (g) Prior written approval is needed to use any common areas, community rooms, and open space for parties, gatherings, or meetings. Type of use, length of time, and size of the gathering will be considered prior to approval.
- (h) All visitors must use front entrance/sign in with security. Resident, authorized members, guests, or other persons under the resident's control are prohibited from opening prohibited entryways to allow access to the buildings.
- (i) Use of BBQs on balconies is prohibited. BBQ usage on the property is limited to the designated area as notified by Property Management.
- (j) At properties where parking permits are required, one (1) permit per household will be supplied. Proof of ownership and registration is required.
- (k) Residents are responsible for the conduct of their family and guests. Please do not leave bicycles, toys, tricycles, grills, chairs and other personal items on sidewalks, in front of the apartment door, in the laundry room, or on any other part of the community property.
- (l) At properties where Condominium Declarations and other house rules apply, residents are responsible to abide by the terms of the applicable Condominium Declarations and rules.
- (m) The common areas of properties may not be used for campaigning for office by candidates for public office.



- (n) The common areas of properties may not be used to staff a campaign for public office.
- (o) No common areas of properties may be used for the purpose of religious worship, programs, meetings, activities, or events.



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## Lease Part 2: Definitions

1. Resident: The head of household and co-head, if applicable, who sign the Lease.
2. Head of the Household - The adult member of the family who is considered the head for purposes of determining income eligibility and rent. However, the income of the head of household, co-head, and each additional family member is included in determining rent. The head of household is responsible for ensuring that the family fulfills all of its responsibilities under the program, alone or in conjunction with a co-head or spouse. **24 CFR5.504(b)**
  - a. The family may designate any qualified family member as the head of household.
  - b. The head of household must have the legal capacity to enter into a lease under state and local law. A minor who is emancipated under state law may be designated as head of household.
  - c. Final approval of the head of household is based on the person passing HRHA's screening requirements.
3. Family Member(s): Any authorized persons whose names are included or added to the resident's application and the Lease and who are members of the resident's "family," as defined in the ACOP. Family members have rights as remaining family members.
4. Household Member(s): Any authorized persons who are not family members but are members of the resident's household and whose names are included or added to the resident's application and the Lease. Household members are usually foster children, foster adults, and live-in aides. Household members do not have rights as remaining family members.
5. Resident Authorized Members: Authorized occupants who are either family members or household members and are referred to as "resident authorized members."
6. Remaining Family Members: Family members listed on the lease that remain in the unit when the head of household dies or leaves the unit without a housing subsidy assistance (e.g. institutionalization) forming a new household in unsubsidized housing. Continued occupancy by remaining family members is permissible only if:
  - (a) The family reports the death or departure of the head of household within 10 calendar days of the occurrence;
  - (b) The family member requesting to become the new head of household is age 18 years or over, has lived in the unit as an authorized occupant, on the Lease, for a minimum of three consecutive calendar years (36 months), has not had any unauthorized extended absences, and passes applicant screening;
  - (c) The HRHA approved new head of household signs a new lease within 30 calendar days after the HRHA approves the remaining family members; and
  - (d) There are no rent and/or criminal activity violations.
6. Common Household Pets: Domesticated animals, such as a dog, cat, bird, rodent, rabbit, fish, or turtle, which are kept for pleasure and not for commercial purposes.
7. Dwelling Unit: The unit occupied by the resident and the resident authorized members.
8. Extenuating Circumstance: Circumstances that by their serious, unpredictable, or uncontrollable nature warrant an exception to the policies in place.
9. Assigned Areas: Areas of public housing property that are assigned to residents for their exclusive use



as part of their unit, (e.g. front and back porches, yards, etc.) and for which the resident and resident's household are required to keep in a clean and safe condition by performance of housekeeping and/or maintenance upkeep.

10. Premises or Property: All of the property owned or operated by the HRHA directly or indirectly including, but not limited to, stairways, landings, elevators, and solariums.
11. Total Tenant Payment: The highest of 30% of adjusted monthly income or 10% of gross monthly income. The Total Tenant Payment is never less than \$75.
12. Tenant Rent: Tenant Rent will be computed by subtracting the utility allowance for resident-supplied utilities (if applicable) from the Total Tenant Payment. In developments where the HRHA pays all utility bills directly to the utility provider, Tenant Rent equals Total Tenant Payment.
13. Sole Domicile: The dwelling unit where a resident is not absent for more than 90 consecutive days in a lease term without prior approval from the property manager.
14. Live-In Aide: A live-in aide is a person who resides with one or more elderly, near elderly residents, or a resident with a disability and who (a) is determined, by a knowledgeable professional, to be essential to the care and well-being of the resident, (b) is not obligated for the financial support of the resident, and (c) who would not be living in the dwelling unit except to provide the necessary supportive services. Prior approval of HRHA is required to add a live-in aide to the household.

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## EXECUTION AND CERTIFICATION

By signature below, the Resident agrees to the Terms and Conditions of this Lease. By signature below, the Resident also acknowledges that this Lease Agreement has been thoroughly explained.

I hereby certify that I have not committed fraud in connection with any federal housing assistance program. If I have committed fraud, such fraud was fully disclosed to the HRHA before execution of the Lease or before HRHA approval for occupancy of the unit. I further certify that all information or documents submitted to the HRHA before and during the Lease term are true and complete to the best of my knowledge and belief. If I do give fraudulent information, I understand that my Lease may be terminated or my rent retroactively increased.

Resident (Authorized Head of Household):

Date:

\_\_\_\_\_

\_\_\_\_\_

Co-head of Household (if applicable):

Date:

\_\_\_\_\_

\_\_\_\_\_

Property Manager:

Date:

\_\_\_\_\_

\_\_\_\_\_

(A witness is only required where the resident's signature is a marking".)

Witness:

Date

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_



**ATTACHMENTS TO THE LEASE**

Please initial that you received the following attachments and information:

- \_\_\_\_\_ Admissions and Continued Occupancy Policy
- \_\_\_\_\_ Move-In Checklist
- \_\_\_\_\_ HRHA's Grievance Procedure
- \_\_\_\_\_ Information on Lead Poisoning
- \_\_\_\_\_ Virginia Statement of Tenant Rights and Responsibilities as of July 1, 2020
- \_\_\_\_\_ City of Hopewell Residential Landlord/Tenant Ordinance



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**STATEMENT ON RECEIPT OF INFORMATION ON LEAD POISONING**

I certify that a copy of the information regarding lead poisoning was provided as part of the move-in packet. The information was thoroughly explained and I understand the possibility that lead-based paint may exist in the unit.

Resident (Authorized Head of Household):

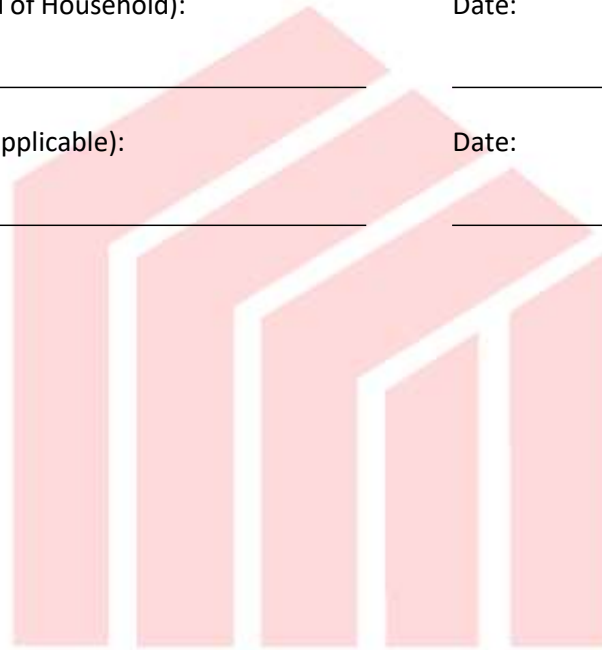
Date:

\_\_\_\_\_

Co-head of Household (if applicable):

Date:

\_\_\_\_\_



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**VIRGINIA STATEMENT OF TENANT RIGHTS AND RESPONSIBILITIES AS OF JULY 1, 2020**



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