

HOUSING AUTHORITY OF MAYFIELD

LEASE AGREEMENT

The Housing Authority of Mayfield, herein called "PHA" or "Authority", and the person(s) named below, hereinafter called "Resident", have executed this lease Agreement this [Click here to enter a date.](#) The term of this lease shall be for one year and shall renew automatically for one year, unless terminated pursuant to this lease, by operation of law, or the Authority's Admissions and continued Occupancy and Procedures (ACOPP). The parties agree and acknowledge that the ACOPP, Handbook, Board adopted Policies, and HUD regulations thereto adopted from time to time are incorporated herein and made a part by reference as if fully repeated in this Lease. A copy of the ACOPP, Handbook, and Board adopted Policies are posted at the Authority's Office at 312 Brookside Dr., Mayfield, Kentucky 42066. A copy of these documents can be furnished upon request at the expense of the person making the request as provided by this lease.

In consideration of the statements made by the Resident in Resident's application for public housing, the Authority hereby lease and Resident hereby rents and takes the premises described below pursuant to the terms and conditions stated herein.

Section 1 DESCRIPTION OF THE PREMISES AND MEMBERS OF HOUSEHOLD

Unit No: _____ No: Bedrooms: Choose an item.

Address: _____ Monthly Rent: \$ _____

Resident shall not permit anyone (including, but not limited to, boarders, lodgers and former Residents/families of the Authority who have been evicted) other than those members of Resident's household listed below to occupy said premises without prior written consent of the Authority. The Resident agrees not to allow or permit any other person except those listed below to reside in or use the apartment.

| NAME | DOB | SSN | RELATIONSHIP |
|-------|-----|-----|------------------------|
| _____ | | | |
| _____ | | | <u>Choose an item.</u> |
| _____ | | | <u>Choose an item.</u> |
| _____ | | | <u>Choose an item.</u> |
| _____ | | | <u>Choose an item.</u> |
| _____ | | | <u>Choose an item.</u> |
| _____ | | | <u>Choose an item.</u> |
| _____ | | | <u>Choose an item.</u> |

Any additions to the household members listed above, including live-in aides and foster children, but excluding natural births and adoptions, require the advance written approval of the Authority. Such approval shall be granted only if new family members satisfy the Authority's screening criteria, including a criminal records check made by the appropriate law enforcement agency and the availability of an apartment of proper size. Reporting of live births and adoptions is required and must be reported within ten (10) calendar days of the birth or adoption. Permission to add live-in aides or foster children will not be unreasonably refused. The Authority will approve or disapprove new occupants within thirty (30) calendar days, in writing, after the addition is requested. If resident violates this provision by failing to report changes in occupancy, the PHA shall have the right to terminate this Lease and obtain possession of the premises pursuant to available legal remedies. Deletion from the household shall be reported to the Authority within ten (10) calendar days of occurrence.

Section 2 RENT PAYMENTS

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

This rent is based on the Authority determined flat rent for this unit.

This rent is based on the income and other information reported by the resident.
(Check one)

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

The amount is due on the first day of each month without demand and shall remain in effect until adjusted in accordance with the provisions of this Lease.

If Resident fails to make the full rent payment by the seventh (7th) calendar day of the month, a notice to vacate will be issued to the Resident. A \$30.00 late charge will be assessed if the rent is not paid by the seventh calendar day of the month. A check returned shall be considered non-payment of rent and in addition to the charge a \$30.00 returned check fee will be charged for a total of \$60.00.

If the Resident is required to pay retroactive rent it is due in one payment.

In the event legal proceedings are required to recover possession of the premises, the resident will be charged with the actual cost of such proceedings including, but not limited to, serving of notices, attorney fees, court costs and Authority staff charges.

Section 3 OTHER CHARGES

In addition to rent the resident is responsible for the payment of certain other charges specified in this Lease. Other charges can include:

- a) Maintenance Charges - The cost for service repairs, or damages, beyond normal wear and tear, to the apartment, facilities, buildings, common areas, or grounds, caused either

intentionally or negligently, by the Resident's household members or guests. Additionally, Resident may be charged for the labor and material necessary to restore the premises to their original condition because of unauthorized changes made to the premises. Resident may be charged with the actual cost for cleanup or removal of litter and garbage left in the premises, common areas or grounds. When the Authority determines that needed maintenance is not caused by normal wear and tear, Resident shall be charged for the cost of such maintenance or damage either in accordance with the Schedule of Resident Charges, or for work not listed, based on the actual cost to the Authority for labor and materials needed to complete the work. A charge of \$25.00 will be assessed for all maintenance requests that are deemed not valid. Residents who wish to dispute maintenance costs may use the Authority's Grievance Procedure.

- b) Excess Utility Charges - The Authority provides a monthly gas and electric allowance, if this amount is exceeded the Resident will be assessed for excess utility consumption.
- c) Any charges made under subparagraphs (a) or (b) above shall become due and collectible no earlier than fourteen (14) calendar days following the day on which the charges are posted to the Resident's account.
- d) The Resident will be charged and hereby agrees to pay a late fee of \$30.00 on any rent/charges not paid by 4:00 p.m. on the seventh (7th) calendar day of the month, not postmarked the seventh or not placed in the night deposit before 8:00 am of the next working day
- e) The Resident will be charged, and hereby agrees to pay \$30.00 for any check returned.

Section 4 UTILITIES AND APPLIANCES

- a) As part of the rent, the Authority will supply natural gas, electric, water and sewer. The Resident has individual control of the amount of each utility consumed within their unit.
- b) The Authority is not liable for failure to supply utility service for any cause whatsoever beyond its control.
- c) The Authority will supply gas or electric cooking ranges (depending upon location) and a refrigerator.
- d) Other major appliances, such as freezers, extra refrigerators, clothes dryers, etc. may be installed and operated with the written approval of the Authority. Air conditioners may only be installed where no central air exists and air conditioners must be installed by the Authority or an approved vendor.
- e) Resident agrees not to waste the utilities provided by the Authority and to comply with any applicable law, regulation or guidelines with any governmental entity regulating utilities.

Section 5 RE-DETERMINATION OF RENT AND FAMILY COMPOSITION

Each year, by the date specified by the Authority, Residents who are paying rent based upon their income shall provide updated information regarding income, assets, expenses, and family composition. The Authority shall verify the information supplied by the Resident and use the verified information to establish the amount of the Resident's rent for next year. Failure to supply such information is a serious violation of the terms of this Lease for which the Authority may seek to terminate the Lease **and/or increase Resident's rent to the appropriate flat/ceiling rent**. All

information must be verified. Resident agrees to comply with the Authority's request for reexamination by signing releases for third-party sources, presenting documents for review, or providing other suitable forms of verification in a timely manner. The Authority shall give the resident reasonable notice of what actions Residents must take and of the date by which such action must be taken or compliance under this section. This information will be used by the authority to decide whether the amount of rent should be changed and whether the dwelling size is still appropriate for the Resident's needs. This determination will be made in accordance with the ACOPP.

Income reviews will be held every third year for Residents choosing the flat rent option. Residents who have chosen this option will be notified at the appropriate time for their re-certification.

In cases where annual income cannot be projected for a twelve month period or if the Resident is reporting no income and Resident has chosen the percentage of income rent option, the Authority will schedule special rent reviews every sixty (60) days. The Resident may request a change in the rent choice option before the review if the family experiences a decrease in income, their circumstances have changed increasing their expenses for child care, medical, etc., or other circumstances create a hardship on the family.

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

Section 6 INTERIM RENT ADJUSTMENT

Resident must report within ten (10) calendar days any of the following changes in household circumstances that occur between Annual Rent Re-certifications:

- a) A member has been added to the family through birth, adoption, or court awarded custody, or a household member is leaving or has left the family unit.

In addition, Residents paying rent based on a percentage of income must report within ten calendar days the following activities that occur between Annual Rent Re-certifications:

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

Notwithstanding the provisions listed above, a Resident's rent shall not be reduced if the decrease in the family's annual income is caused by a reduction in the welfare or public assistance benefits

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

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

The Authority shall verify the information provided by the Resident to determine if an increase or decrease in the rent is warranted.

Section 7 EFFECTIVE DATE OF RENT CHANGE

The Authority shall give the Resident written notice of any change in the Resident's rent. The notice shall be signed by the Authority, state the new amount the Resident is required to pay, and the effective date of the new amount.

- a) Rent Decreases: The Authority shall process rent decreases so that the lowered rent amount becomes effective on the first day of month after the Resident reported change in household circumstances verification process is completed.
- b) Rent Increases: The Authority shall process rent increase so that the Resident is given no less than 30 calendar days advance written notice of the amount due.
- c) All requests for rent adjustment received after the 20th day of the month will be considered the next month's business.

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

Section 8 RESIDENT OBLIGATION TO REPAY

Residents who pay rent on income shall reimburse the Authority for the difference between the rent that was paid and the rent that should have been charged if proper notice of income change had been given and if the following circumstances occur:

- a) Resident does not submit rent review information by the date specified in the Authority's request; or
- b) Resident submits false information at Admission or at annual, special, or interim review.

Resident is not required to reimburse the Authority for undercharges caused solely by the Authority's

failure to follow US Department of Housing and Urban Development's procedures for computing rent.

Section 9 RESTRICTIONS ON ALTERATIONS

The Resident shall not do any of the following without first obtaining the Authority's written permission:

- a) Dismantle, change or remove any part of the appliances, fixtures or equipment in the dwelling unit;
- b) Paint or install wallpaper or contact paper in the dwelling unit;
- c) Attach awnings or window guards in the dwelling unit;
- d) Attach or place any fixtures, signs or fences on the building(s), the common areas, or the property grounds;
- e) Attach any shelves, screen doors, or other permanent improvements in the dwelling unit;
- f) Install washing machines, dryers, fans, heaters, or air conditioners in the dwelling unit;
- g) Place any aerials, antennas, satellite dishes or other electrical connections on the dwelling unit;
- h) Install additional or different locks or gates on any door or windows of the dwelling unit; or
- i) Operate a business as an incidental use in the dwelling unit.

Section 10 ACCESS BY AUTHORITY

The Authority shall provide 48 hours written advance notice to the Resident of Authority's intent to enter the dwelling unit for the purpose of performing routine inspections and preventive maintenance, or to show the dwelling unit for re-renting. The notice shall specify the date and purpose for the entry. The Resident shall permit the Authority, its agents, or other persons to enter the dwelling unit for these purposes. In the event that the Resident and all adult members of the household are absent from the dwelling unit at the time of entry, the Authority shall leave card stating the date, time, name of the person entering the dwelling unit, and the purpose of the visit. A Resident's request for repairs, maintenance or services constitutes permission to enter the premises.

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

Section 11 TRANSFERS

- a) Resident agrees that if Authority determines that the size of the apartment is no longer appropriate to Resident's needs, the Authority shall send Resident written notice. Resident further agrees to accept a new lease for a different apartment of the appropriate size or design, and to leave the apartment from which Resident is being moved in clean and safe condition.
- b) The Authority may move a Resident into another apartment if it is determined necessary to rehabilitate Resident's apartment.
- c) If a Resident makes a written request for special apartment features in support of a

documented disability and Authority approves the request, Authority shall have the choice to modify Resident's existing apartment or transfer Resident to another apartment, when available, with the features requested.

- d) A Resident without disabilities who is housed in an apartment with special features must transfer to an apartment without features, when available, should a Resident with disabilities need the apartment.
- e) In order to make the full and best use of accessible apartments, a Resident with disabilities occupying an accessible apartment may be transferred to another apartment. Transfers of this type will be made to permit occupancy of an accessible apartment by another disabled person who needs the full range of features offered by the apartment.
- f) In the case of a required Authority transfer, Resident shall be required to move into an apartment made available by the Authority.
- g) In all transfers, the time to move will not exceed three (3) calendar days unless an unusual hardship condition exists. If the Resident fails to move to the designated dwelling unit within the notice period specified by the authority, the Authority may terminate this Lease.
- h) Authority will consider any Residents request for transfers in accordance with the transfer priorities established in the ACOPP.
- i) All costs related to unit transfers will be borne by the Resident with exception of (b) above.

Section 12 OCCUPANCY OF THE PREMISES AND RESIDENT'S OBLIGATIONS

- a) **Use and Occupancy of Dwelling:** Resident shall have the right to exclusive use and occupancy of the apartment for Resident and other household members listed on the Lease. This provision permits reasonable accommodation of Resident's guests or visitors for a period not exceeding fourteen (14) calendar days each year. Permission may be granted, upon written request to the Authority, for an extension of this provision.
- b) **Ability to Comply with Lease Terms:** If, during the term of the Lease, Resident develops a diminished capacity to care for the apartment and, by reason of physical or mental impairment, is no longer able to comply with the material provisions of this Lease and cannot make arrangements for someone to aid him/her in complying with the terms of the Lease, and the Authority is unable to make reasonable accommodations, the Authority will defer to a designated member of Resident's family or some other suitable person for relocation assistance. If no such assistance is forthcoming, the Authority will provide referrals to appropriate agencies and will initiate action to terminate the Lease. The Authority will not assume responsibility for the actual move or moving costs. At the time of admission, all Residents must identify someone to be contacted in the case of an emergency. If the Resident is incapable of complying with the Lease, the Authority should contact the following person:
_____. This person's address is:
_____, and phone number is:
_____.
- c) In consideration of these rights, the Resident shall:
 - 1. Pay rent and all other rightful charges no later than the seventh (7th) calendar day of the month.

2. Refrain from and cause the Resident's household members, visitors and guests to refrain from either negligently, willfully, intentionally and/or maliciously destroying, defacing, damaging or removing any part of the premises (including the authority supplied appliances and other contents thereof or any Authority owned property.)
3. Refrain from and cause the Resident's household members, visitors and guests of any age, to refrain from the consumption, (unless such consumption is within the confines of Resident's apartment,) the sale, or distribution of any alcoholic beverage while on the Authority's premises. Consumption, sale or distribution of any alcoholic beverage that threatens the health, safety, or right to peaceful enjoyment of other Residents or employees of the Authority is a serious violation of the Lease and constitutes ground for termination of the Lease.
4. Pay reasonable charges, other than for normal wear and tear, for the maintenance, labor, materials and repair of damages to the premises, property, building facilities, grounds or common areas caused by Resident, Resident's household members, visitors or guests.
5. Not give accommodations to long term guests in excess of fourteen (14) calendar days per year without the advance written consent of the Authority.
6. Use the apartment solely as a private apartment for the Resident and Resident's household members identified on page 1 of this Lease, and not to use or permit its use for any other purpose, unless the Authority consents to the use of the apartment for legal profit making activities incidental to its primary use as a residence. This provision does not exclude the care of foster children or live-in care of a member of Resident's family, provided the accommodation of such persons conforms to the Authority's ACOPP standards, and so long as the Authority has granted prior written approval for the foster child(ren), or live-in aide to reside in the apartment.
7. Not allow any person not listed as household members in Section 1 to receive mail at Resident's address or use the Resident's address for any purpose or on any documents.
8. Abide by necessary and reasonable policies and procedures and all addends thereto promulgated by the Authority for the benefit and well-being of the housing development and the Residents, and any other policies and procedures promulgated during the term of this Lease.
9. Comply with all obligations imposed upon Resident by the applicable provisions of federal, state, county, city, and other municipal building, occupancy, housing and health codes.
10. Dispose of all ashes, rubbish, and other waste from the apartment in a sanitary and safe manner and only in containers provided by the Authority. To refrain from and cause members of Resident's household or guests to refrain from littering or leaving trash and debris in common areas or grounds. All garbage shall be put in plastic bags and put into Authority supplied trash cans. Failure to comply with any aspect of this regulation shall be subject to charges under Schedule of Resident Charges.
11. Use all electrical, plumbing, heating, ventilation, air conditioning and equipment in a reasonable manner.
12. Keep the yard area assigned to Resident in a clean and orderly condition at all times. Grounds must be kept free of all litter and trash regardless of how it got there. Only furniture designed for outdoor use, and flower pots are to be put on porches. Toys,

- BBQ and all other outdoor items must be kept in the rear of the apartment.
13. Obtain prior written Authority approval for all planting. Planting outside of approved areas will be removed. All plants and borders once placed in the ground become the property of the Authority. The Authority is not responsible for damage to any plant, pot, or border damaged during mowing.
 14. Refrain from illegal conduct or actions detrimental to the other Residents or employees of the Authority.
 15. Act, and cause household members or guests to act in a manner that will not disturb other Residents' peaceful enjoyment of their accommodations; and be conducive to maintaining all Authority developments in a decent, safe, and sanitary condition. The Resident agrees not to make or permit noise or acts that will disturb the rights or comfort of neighbors, including, but not limited to, keeping the volume of any radio, stereo, television, or musical instrument at a level which will not disturb neighbors.
 16. Make no alterations, repairs or decorations to the interior or exterior of the apartment of the grounds or to the equipment, or to install additional equipment or major appliances without written consent of the Authority; to make no changes to locks or install new lock on exterior doors without the PHA's written approval; to use no wallpaper, contact paper or nails, tacks, screws, brackets or fasteners on any part of the apartment (a reasonable number of picture hangers is excepted) without written authorization by the Authority.
 17. Refrain from, and cause members of Resident's household and guests to refrain from, acting or speaking in an abusive or threatening manner toward neighbors, Authority staff, police and emergency response personnel.
 18. Refrain from storing any flammable materials upon the premises, i.e. kerosene, gasoline, and explosives or to or permit any act deemed hazardous by the Authority which would create fire or that would increase the rate of insurance on said premises or building. In the event of Resident caused fire, the Resident agrees to pay the current Authority insurance deductible amount as damages and shall promptly remove all belongings from a fire damaged apartment and dispose of them. Resident shall take reasonable precautions to prevent fires and shall not disconnect any smoke detector and will report immediately any smoke detector that is not working properly.
 19. Avoid obstructing sidewalks, and not erect radio or television antennas or other objects on or from any part of the apartment or building.
 20. Refrain from placing signs of any type outside the apartment. Nothing herein shall inhibit the Resident from having seasonal decorations placed by tape on outer doors.
 21. Perform required community service or be exempted there from.
 22. Refrain from parking or driving Resident or guest automobiles across lawn areas at any time. This includes backing up to the unit during moving in or moving out of the unit or when unloading groceries. Vehicle repairs are not permitted on development sites.
 23. Use reasonable care to keep the apartment in such condition as to ensure proper health and sanitation standards for Residents, household members and neighbors. Resident shall notify the Authority promptly of known need for repairs to Resident's dwelling unit, and of known unsafe or unsanitary conditions in the apartment or in common areas and grounds of the Authority. Resident's failure to report the need for repairs in

- a timely manner shall be considered to contribute to any damage that occurs.
24. Not commit any fraud in connection with any federal housing assistance program, and not receive assistance for occupancy of any other apartment assisted under any federal housing assistance program during the term of the Lease.
 25. Not to tamper with the smoke detector to render it ineffective for its intended use. Disconnection of the smoke alarm for any reason is a material non-compliance of this Lease and will result in eviction. It shall be the responsibility of the Residents to test their own smoke detector(s) monthly and report any malfunction promptly to the Authority.
 26. Will not change or adjust the preset temperature on the hot water heater.
 27. To notify the Authority in advance and to make arrangements for the care of the premises if Resident and Resident's household plans to be away from the premises for more than fourteen (14) consecutive days.
 28. Not to allow any animals on the premises without prior written approval from the Authority. This includes visiting animals.
 29. To explain these rules to all household members and to be responsible for their abiding by these rules and having all household members and guests also abide by them.

Section 13 CRIMINAL ACTIVITY

It is a serious violation of the terms of this Lease when a Resident, member of his/her household, guest, or any other person under Resident's control engages in any criminal activity that threatens the health, safety or right of peaceful enjoyment of Authority premises by other Residents, or employees of the Authority, or engages in any drug related criminal activity on or off the Authority premises.

Therefore, Resident agrees as follows:

- a) Resident, members of his/her household, guests, or any other person under Resident's control shall neither engage in any criminal activity on the Authority's premises, wherever located, that threatens the health, safety, or right to peaceful enjoyment of the Authority's premises by other Residents, or employees of the Authority, nor engage in any drug related criminal activity on or off the Authority premises.
- b) It shall be refutably presumed that any individual who is listed on the Lease as a member of Resident's household, or who otherwise is listed in Authority files as a member of Resident's household, and who engages in any criminal activity, jeopardizes the Resident and Resident family's right to continued occupancy, unless the Resident, before the date of any incident giving rise to any criminal activity, shall have specifically informed the Authority in writing that said individual is no longer a member of his/her household and no longer occupies the premises; and
- c) It shall be refutably presumed that any person engaging in said criminal activity is a guest or a visitor of the Resident or a member of Resident's household if said criminal activity takes place on the premises.

It shall be cause for immediate termination of the tenancy of an Authority Resident if such Resident,

or a household member or guest (1) is fleeing to avoid prosecution, or custody or confinement after conviction, under the laws of the place from which the individual flees, for a crime, or attempt to commit a crime, which is a felony under the laws of the place from which the individual flees or, (2) is violating a condition of probation or parole imposed under Federal or State law.

For the purpose of this Section of the Lease, criminal activity that threatens the health, safety or right to peaceful enjoyment of the premises by other Residents or employees of the Authority, shall include, but is not limited to, any of the following:

- a) Physical assault or the threat of physical assault to any person whatsoever;
- b) Illegal use of a firearm or other weapon or the threat to use a firearm or other weapon;
- c) Sexual molestation, debauchery of a minor, prostitution and other similar or related sexual misconduct.
- d) Sale or distribution of any alcoholic beverage.

For the purpose of this Section of the Lease, drug related criminal activity means the following:

Illegal manufacture, sale, distribution, use or possession with intent to manufacture, sell, distribute or use, of a controlled substance, or substance commonly known as but not limited to cocaine, heroin, methamphetamine, marijuana, opium and further defined as in Section 102 of the Controlled Substance Act (21 U.S.C. 802) or KRS 218A, unless such controlled substance or substances were obtained directly pursuant to a valid prescription or order.

Compliance with this Section of the Lease is a material condition of the Lease for continued occupancy of the premises by the Resident, Resident's household members or guests and violation shall be cause for termination of this Lease. If the Authority believes, in good faith, that a breach of this Section of the Lease has occurred, it may terminate this tenancy without regard to the following:

- a) Whether or not any person, whose conduct is at issue, has been arrested, charged, or convicted by law; or
- b) Whether or not the Resident had knowledge, in fact, of criminal activity engaged in by a member of said Resident's household or of any guest or invitee of said Resident of a member of said Resident's household.

For the purpose of this Section of the Lease it shall be conclusively presumed that a breach hereof constitutes a serious and clear danger to the health or safety of other Residents or employees of the Authority. Any violation of this section is a serious violation of a material term of the Lease and is good cause for termination of tenancy and for eviction from the apartment.

Section 14 AUTHORITY OBLIGATIONS

- a) The obligations of the Authority under this Lease shall include the following:
 - 1. To maintain the apartment and the development in a decent , safe and sanitary condition;
 - 2. To comply with the requirements of applicable building codes, health codes, housing

- codes, and HUD regulations materially affecting health and safety;
- 3. To make necessary repairs to the apartment;
- 4. To keep its buildings, facilities and common areas, not otherwise assigned to the Resident for maintenance and upkeep, in a clean and safe condition;
- 5. To maintain in good and safe working order and condition electrical, plumbing, sanitary, heating, ventilating, and other facilities and appliances supplied or required to be supplied by the Authority;
- 6. To notify the Resident of specific grounds for any adverse action by the Authority.
- 7. To afford the Resident the opportunity for a hearing under the Authority's grievance procedure for a grievance concerning a proposed adverse action;
- b) Authority is not responsible for loss or damages to Resident's personal property from criminal or other activity. The Authority suggests that Residents should have renter's insurance for the protection of Resident's household goods and furnishings.

Section 15 SECURITY DEPOSIT

Resident agrees to pay a Security Deposit in the amount of \$ 200.00 payable upon execution of the Lease. The Authority will hold this security deposit for the period the Resident occupies the dwelling unit. The Authority shall not use the security deposit for rent or other charges while the Resident is living in the dwelling unit.

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

- a) Unpaid rent;
- b) Repair damages that exceed normal wear and tear as listed on the move out inspection report;
- c) Unpaid utilities;
- d) Other charges due under the Lease.

No refund of the Security Deposit will be made until after the Resident has vacated and the apartment has been inspected by the Authority and renovation is completed. Return of security deposit shall occur within thirty (30) calendar days after Resident moves out providing the Resident has:

- a) Given required written notice of thirty (30) calendar days of Resident's intent to vacate;
- b) Paid all rents and other payments;
- c) Left all walls, floors, windows, bathroom fixtures and kitchen equipment and grounds in a clean and reasonable condition, normal wear and tear excepted, on the day of surrender;
- d) Removed all rubbish and litter from the interior and exterior of the premises, and removed all personal possessions from the premises;
- e) Returned all keys to the Authority and provided the Authority with Resident's forwarding address, in writing.

The Authority shall provide the Resident with a written list of any changes made against the Security Deposit. If the Resident disagrees with amounts deducted, the Authority will meet with the former Resident to discuss the charges. There is no grievance as this individual is no longer a resident.

Section 16 INSPECTIONS

- a) Move-in Inspection: The Authority and Resident or representative shall inspect the apartment prior to occupancy by the Resident. Any deficiencies requiring correction noted on the inspection report will be corrected by the Authority, at no cost to the Resident.
- b) Annual Inspection: A thorough inspection of resident's apartment will be conducted annually to ensure that Authority property is being properly maintained and to note any necessary repairs to the premises and its equipment.
- c) Move-out Inspection: Upon move-out, an inspection will be made by the Authority. Resident and/or representative may join in such inspection unless Resident vacates without proper notice to the Authority.
- d) Other Inspections: From time to time the Authority may be required or find it necessary to inspect Resident's apartment.

Section 17 ENTRY OF PREMISES DURING OCCUPANCY

- a) Resident agrees that the duly authorized agent, employee, or contractor of the Authority or HUD will be permitted to enter Residents' dwelling during reasonable hours (7:00 a.m. to 5:00 p.m.) For the purpose of performing routine maintenance, making improvements or repairs, inspecting the apartment, or showing the apartment for leasing. At the request of Resident, proper identification of employment with the Authority shall be furnished to the Resident prior to entry upon premises. If the Resident is absent from the apartment when the Authority comes to perform maintenance, Resident's request for maintenance shall constitute permission to enter.
- b) Authority shall give Resident at least forty-eight (48) hours written notice that the Authority intends to enter the apartment, with the exception of requested maintenance by the resident. The Authority may enter Resident's apartment at any time without advance notification when there is reasonable cause to believe that an emergency exists. If Resident and all adult members of the household are absent from the apartment when the Authority enters for inspections, repair or emergencies, a written statement specifying the date, time and purpose of the entry shall be left in a conspicuous place in the apartment or on the front door knob prior to leaving the premises.

Section 18 NOTICE PROCEDURES

Notice to the Authority and Resident, one to another, shall be as follows:

- a) Notice to the Authority by the Resident shall be in writing, delivered to the Authority's Central Office or sent by prepaid first class mail, properly addressed as follows:

Mayfield Housing Authority
312 Brookside Dr.
Mayfield, KY 42066

- b) The Authority shall give notice to a Resident in writing and delivered to the Resident or to any adult member of Resident's household residing in the dwelling, or sent by prepaid first class mail, properly addressed to the Resident. If the Resident is visually impaired, notice shall be delivered in a manner acceptable to both parties.

Section 19 TERMINATION OF LEASE

Any termination of this Lease shall be carried out in accordance with US Department of Housing and Urban Development regulations, State and local law, and the terms of this Lease. This Lease may be terminated for a serious or repeated violation of material terms of the Lease, such as failure to make payments due under the Lease or to fulfill Resident obligation set forth in the Lease, or for other good cause. Such serious or repeated violation of terms shall include, but not be limited to:

- a) Nonpayment of rent or other charges due under the Lease, or repeated chronic late payment of rent which results in the serving of a Notice of Termination, (six times in a twelve month period);
- b) Failure to provide timely and accurate statements of income, assets, expenses and family composition at admission, interim special, or annual rent recertification; failure to attend scheduled reexamination interviews; or failure to cooperate in the verification process if the Resident has chosen to pay rent based on a percentage of income;
- c) Furnishing false or misleading information during the application or review process, either orally or in writing;
- d) Assignment or subleasing of the premises or providing accommodation for boarders or lodgers;
- e) Use of the premises for purpose other than solely as a dwelling unit for the Resident and Resident's household as identified in this Lease, or permitting its use for any other purpose without the written permission of the Authority;
- f) Failure to abide by applicable building and housing codes materially affecting health or safety;
- g) Failure to dispose of garbage, waste and rubbish in a safe and sanitary manner;
- h) Failure to use electrical, plumbing, heating, ventilating, air conditioning, and other equipment, in a safe manner;
- i) Acts of destruction, defacement, or removal of any part of the premises, or failure to cause guests to refrain from such acts;
- j) Failure to pay reasonable charges for the repair of damages to the premises, property, buildings, facilities or common areas;
- k) Any activity that threatens the health, safety, or right to peaceful enjoyment of the premises by other Residents or employees of the Authority;
- l) Any violent or drug-related criminal activity on or off the premises, according to the Criminal Activity Section of this Lease and Authority's "One Strike" policy;
- m) Alcohol abuse that the Authority determines interferes with the health, safety, or right to peaceful enjoyment of the premises by other Residents;
- n) Failure to perform required community service or be exempted there from;
- o) Failure to allow inspection of the dwelling unit or allow Authority's contractor(s) to enter Resident's unit to perform work;

- p) Determination that a family member has knowingly permitted an ineligible non-citizen not listed on the Lease to permanently reside in their unit.
- q) Determination or discovery that a Resident is a registered sex offender;
- r) Any fire on Authority premises caused by carelessness, failure to supervise children, unattended cooking, or disconnecting of the smoke detector for any reason;
- s) Allowing previously evicted persons to stay in Resident's unit;
- t) Allowing non-household member to receive mail at the Resident's apartment or to use the Resident's address for any purpose or on any documents;
- u) Allowing a barred person to have access to the unit or escorting the barred person anywhere on Authority property. (It is the Resident's responsibility to check the barred list for visitor's name.)
- v) Any other good cause.

Any drug related or criminal activity shall be considered a serious violation of the material terms of this Lease. A criminal conviction or arrest is not necessary for this Lease to be terminated and for eviction actions to begin. Criminal activity or drug related criminal activity is cause for eviction without an arrest or conviction.

For all evictions other than nonpayment of rent, the Resident will remain liable for payment of rent and acceptance of rent will not constitute a waiver.

Section 20 NOTICE OF LEASE TERMINATION

If the authority proposes to terminate this Lease, the Resident shall be given written notice of the proposed termination, as listed below:

- a) For failure to pay rent, at least fourteen (14) calendar days;
- b) For creation or maintenance of a threat to health or safety of other Residents or the Authority's employees, a reasonable time based on the urgency of the situation; or
- c) For all other cases, thirty (30) calendar days, unless State laws permit a shorter period.

The notice termination:

- a) The notice of termination to the Resident shall state specific reason for the termination and shall inform Resident of their right to file a grievance;
- b) Any notice to vacate the premises which is required by state or local law may be combined with, or run concurrently with the notice of Lease termination set out in this section. The Resident will be charge with all costs including, but not limited to, court costs and attorney fees unless the resident prevails in court.

The Notice of Lease Termination from the Authority shall be served by the Sheriff or other means as allowed by State Law in a manner allowed by State Law, or sent to the resident by first class mail, properly addressed, postage pre-paid. The notice shall:

- a) Specify the date the Lease shall be terminated;

- b) State the grounds for the termination with enough detail for the Resident to prepare a defense. The Authority shall rely solely on the grounds stated in the Notice of Lease Termination in the event eviction action is initiated;
- c) Advise the Resident of the right to reply. Resident may wish to examine the Authority's documents directly relevant to the termination or eviction, to use the Grievance Policy to contest the termination, and/or to defend the action in court;
- d) In deciding to evict for criminal activity, the Authority shall have discretion to consider all of the circumstances of the case, including the seriousness of the offense, the extent of participation by household members, and the effects that the eviction would have on household members not involved in the proscribed activity. In appropriate cases, the Authority may permit continued occupancy by remaining household members and may impose a condition that household members who engaged in the proscribed activity will not reside in the apartment. The Authority may require a household member who has engaged in illegal use of drugs to present credible evidence of successful completion of a treatment program as a condition of being allowed to reside in the apartment.
- e) The Authority may terminate this Lease for serious or repeated violations of Resident's obligations under any section of this Lease or for other good cause. The specific mention in this Lease that certain violations are considered serious violations and grounds for termination of the Lease do not prohibit the Authority from asserting in any proceeding that other violations of the Lease are serious violations and grounds for termination. The Authority's failure to terminate the Lease for a serious repeated violation shall not prohibit the Authority from terminating the Lease based upon a resident's subsequent, serious or repeated violation.

Section 21 LEASE TERMINATION BY RESIDENT

The Resident may terminate this Lease by giving a thirty (30) calendar day notice to the Authority in writing as described in Notice Procedures Section. If the Resident does not give the full notice, the Resident shall be liable for rent to the end of the notice period, the date the Authority first becomes aware the unit is vacant, or the dwelling unit is re-rented, whichever date comes first. Additionally, the Resident will forfeit their security deposit.

Section 22 TERMINATION OF LEASE UPON DEATH OR INCAPACITY OF RESIDENT

Upon the death of the Resident, or if there is more than one Resident, upon the death of all Residents, either the Authority or the personal representative of the Resident's estate may terminate this Lease upon 30 calendar days written notice. If full notice is not given, the Resident's estate shall be liable for rent to the end of the notice period or to the date the unit is re-rented, whichever date comes first. The termination of the Lease under this section shall not relieve the Resident's estate from liability either for payment of rent or other amounts owed prior to or during the notice period, or for the payment of amounts necessary to restore the premises to their condition at the beginning of the Resident's occupancy, normal wear and tear excepted.

If during the term of this Lease, the Resident, by reason of physical or mental impairment, is no longer able to comply with material provisions of this Lease, and the Authority cannot make a reasonable accommodation to enable the Resident to comply with the Lease, than action shall be

taken. The Authority will assist the Resident or designated member(s) of the Resident's family to move the Resident to more suitable housing. If there are no family members, the Authority will work with appropriate agencies to secure suitable housing. This Lease will terminate upon the Resident moving from the unit.

Section 23 PROPERTY ABANDONMENT

If a Resident abandons the dwelling unit, the Authority shall take possession of the Resident's personal property remaining on the premises, and shall store and care for the property. The Authority will consider the unit to be abandoned when a Resident has fallen behind in rent and has clearly indicated by words and actions an intention not to continue living in the unit. The Authority has a claim against the Resident for reasonable costs and expenses incurred in removing the property, in storing and caring for the property, and in selling the property. In addition, the Residents are responsible for rent until the date the Authority becomes aware the unit is vacant. The Authority can collect from the resident all these costs.

The Authority may sell or otherwise dispose of the property thirty (30) calendar days after the Authority receives actual notice of abandonment or thirty (30) calendar days after it reasonably appears to the Authority that the Resident has abandoned the premises, whichever date occurs last. At least fourteen (14) calendar days prior to the sale, the PHA agrees to make reasonable efforts to notify the Resident of the sale by sending written notice of the sale by certified mail, return receipt requested, to the Resident's last known address. The Authority may use the money from the sale to pay off any debts the Resident owes the Authority. Any amount above this belongs to the Resident, if the Resident has written and asked for it.

Section 24 SOLICITATION, TRESPASSING AND EXCLUSION OF NON-RESIDENTS

The Authority is committed to providing a decent, safe and sanitary environment throughout the Authority's property. The Resident hereby delegates to the Authority, or agrees to the Authority's reservation of the following rights to aid in providing a decent, safe and sanitary environment throughout the Authority's property:

- a) Resident delegates to the Authority the right, to be exercised by its employees and authorized agents, to regulate solicitation and prohibit trespassing on Authority property by non-residents of the Authority, unless the express written permission of the Authority is properly obtained in advance and in accordance with any applicable policies and/or procedures of the Authority. The authority shall exercise this right to the extent allowable by all applicable laws and/or regulations.
- b) The Authority reserves the right, to be exercised by its employees and authorized agents, to exclude non-Residents, including but not limited to, guests (as defined herein) who:
Conduct themselves in a manner to disturb the Residents' peaceful enjoyment of their accommodations, community facilities or other areas of Authority property;
Engage in illegal or other activity which would impair the physical and social environment on the Authority premises;
Engage in any activity that may threaten the health, safety or peaceful enjoyment of the

- Authority premises by Residents of the Authority, employees of the Authority or persons lawfully on the premises;
- Engage in criminal activity or drug-related criminal activity (as defined herein), on or off authority premises;
- Engage in destroying, defacing, damaging or removing Authority equipment, vehicles and/or any part of the dwelling, building, facilities, or other areas of the Authority premises;
- Engage in illegal use or illegal possession of firearms and/or other offensive weapons anywhere on Authority premises;
- Intentionally violate necessary rules, regulations, policies and/or procedures set forth by the Authority for the benefit and well-being of the Authority, Residents, and employees in effect at the time this Lease is entered into and hereafter promulgated by the Authority, of which such non-residents have been made aware.

The Authority shall exercise these rights to the extent allowable by all applicable laws and/or regulations. Residents shall agree not to escort or allow any barred person to have access to the unit at any time. It is Resident's responsibility to check the barred list for visitor's names

Section 25 WAIVER

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

Section 26 DEFECTS HAZARDOUS TO LIFE, HEALTH OR SAFETY

In the event that the apartment is damaged to the extent that conditions are created which are hazardous to the life, health or safety of the occupants, the Authority responsibilities are:

Repair the apartment within a reasonable period of time after receiving notice from Resident, provided, if the damage was caused by the Resident, household members or guests, the reasonable costs of the repairs shall be charged to the Resident. The Authority shall refer Resident to a replacement apartment, if available, if necessary repairs cannot be made within a reasonable time. The Resident shall accept any replacement apartment offered by the Authority.

In the event Resident refuses to occupy any replacement apartment, the Resident may live elsewhere, but the Authority will not be responsible to provide an additional apartment.

Section 27 GRIEVANCE PROCEDURE

All individual grievance or appeals shall be processed under the Grievance Policy. This policy is posted in the Authority's Office where copies are available upon request.

Before the Authority shall schedule a Grievance Hearing for any grievance concerning the amount of rent the Authority claims is due, the Resident must first bring their rent account current by paying to

the Authority an amount equal to the amount of rent due and payable as of the first of the month preceding the month in which the act or failure to act took place. After the hearing is scheduled, the Resident shall continue to deposit this same monthly rent amount into the Authority's escrow account until the complaint is resolved by the decision of the hearing officer or panel.

Section 28 LEAD BASED PAINT

All Residents, as a condition to signing this dwelling Lease, are given a brochure "Protect Your Family from Lead in your Home". Residents are informed prior to occupancy that lead based paint was used in some residential units built prior to 1978. However, the Authority has abated all lead based paint that has been detected. Residents are apprised of the fact that the potential exists that some lead based paint may still remain and each resident is cautioned to make themselves aware of the symptoms of lead poisoning and report to the Authority any indication of such poisoning.

Section 29 DISCRIMINATION PROHIBITED

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

Section 30 MODIFICATIONS

This Lease along with the ACOPP, including leasing information covering special charges for services and repairs, late rent charges, Grievance Procedure, Pet Regulations, Rules and Regulations governing the use of the premises, all policies adopted by the Board of Commissioners and Residents Handbook which are posted at the Authority Office, together with any future adjustment of rent, along with the rules and regulation of the Authority now in effect, or hereinafter in effect upon notice to Residents as provided by law and this Lease, and any riders attached hereto, evidence the entire agreement between the Authority and the Resident. Furthermore, the Authority may modify this Lease only after providing at least thirty (30) calendar days written notice Resident setting forth the opportunity to present written comment which shall be taken into consideration by the Authority prior to the proposed modification becoming effective. Except for notice of rent adjustment required by a previous Section, no other modifications herein shall be made except in writing, signed and dated by both parties herein. A copy of such notice shall be either delivered or mailed to residents or posted in the Office of the Authority.

Section 31 DESIGNATION OF CUSTODIAN

Resident designates the following adult person as Resident's custodian to be responsible for removal of Resident's personal property in the event of the death or incapacity of a sole Resident, or in the event that this agreement is terminated by the Authority and the Resident is otherwise unavailable:

Name _____ Relationship _____

Address _____

Home Phone _____ Work Phone _____

Section 32 ATTACHMENTS TO THE LEASE

The Resident certifies that they received a copy of this Lease and the following Attachments to this Lease, and understands that the following Attachments are part of this Lease:

Residents Handbook
Grievance Procedure

One Strike Policy
Pet Policy

Each party hereto acknowledges receipt of an executed copy of this Lease and attachments on the date noted below. Authority shall retain an executed copy of this Lease in Resident's file. Each signatory is jointly and severally responsible for the timely payment of rent and the fulfillment of all provisions of this Lease.

This Lease is executed on this [Click here to enter a date.](#)

(Head of Household)

(Spouse or Family Member)

(Family Member)

(Family Member)

RESIDENT’S CERTIFICATION

I, _____, hereby certify that I, and other members of my household, have not committed any fraud in connection with any federal housing assistance programs, unless such fraud was fully disclosed to the Authority before execution of the Lease, or before the Authority approved for or the apartment by household member.

I further certify that all information or documentation submitted by myself or other household members to the Authority in connection with any federal housing assistance program (before and during the Lease term) are true and complete to the best of my knowledge and belief, I/We further understand that any failure to provide accurate information within the period of time and in the form designated by the Authority or knowingly falsifying information in the application for housing, this Lease Agreement, any income reexamination or any income verification forms, may result in eviction and may in civil or criminal legal action.

Head of Household

Date

HOUSING AUTHORITY OF MAYFIELD (Authority)

Executive Director/Designee

Date