

**Memphis Housing Authority  
RESIDENTIAL LEASE AGREEMENT**

**THIS LEASE IS IN TWO PARTS:**

**Part I establishes the Terms and Conditions of the lease.** These apply to all residents;

**Part II is a lease contract.** This is executed by the resident and the Memphis Housing Authority (MHA), includes Part I Terms and Conditions (by reference) and the following information specific to each family's circumstances:

- Identification of all members of Resident household by relationship to the Head of the Household, their social security numbers, ages (at the time of lease execution) and dates of birth (DOB);
- Unit address, occupancy date, project name and number;
- Pro-rated and full monthly rent amount, security deposit required, pro-rated and full monthly utility allowance provided (if any), pro-rated and full monthly utility reimbursement (if any) and the amount of any other charges due under the lease;
- Utilities and appliances provided by the MHA with the unit;
- All pamphlets or informational materials provided to Resident;
- Signature line for the parties to the lease (all adult members of Resident household must sign the lease);
- Emergency telephone number for Resident to use if maintenance problems arise with the unit outside of normal MHA working hours.

PART I of the RESIDENTIAL LEASE AGREEMENT: TERMS AND CONDITIONS

**Memphis Housing Authority**

THIS LEASE AGREEMENT (called the "Lease") is between the Memphis Housing Authority, (called "MHA") and Resident named in Part II of this lease (called "Resident"). [966.4 (a)] "Resident" means the same thing as "Tenant". "Development" shall refer to all properties owned and/or managed by MHA or its agents or otherwise referred to in other regulations as "public housing" or "projects."

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

- (a) MHA, using data provided by Resident about income, family composition, and needs, leases to Resident, the property (called "premises" or "dwelling unit") described in Part II of this Lease Agreement, subject to the terms and conditions contained in this lease. [966.4 (a)]
- (b) Premises must be used as the only private residence of the Resident and the family members named on Part II of the Lease. The MHA may, by prior written approval, consent to Resident's use of the unit for legal profit-making activities subject to the MHA's policy on such activities. [966.4 (d)(1 & 2)]
- (c) Any additions to the household members named on the lease, including Live-in Aides and foster children, **but excluding natural births**, require the advance written approval of MHA. Such approval will be granted only if the new family members pass MHA's screening criteria and a unit of the appropriate size is available. Permission to add Live-in Aides and foster children shall not be unreasonably refused. [966.4 (a)(2)(v) & (d)(3)(i)]  

Resident agrees to wait for MHA's approval before allowing additional persons to move into the Premises. Failure on the part of Resident to comply with this provision is a serious violation of the material terms of the lease, for which MHA may terminate the lease in accordance with Section XIV. [966.4 (f)(3)]; [966.4(1)(2)]
- (d) Resident shall report deletions (for any reason) from the household members named on the lease to the MHA in writing, within 10 days of the occurrence. [966.4 (c)(1) & (2) & (f)(3)]

**II. Lease and Amount of Rent**

- (a) Unless otherwise modified or terminated in accordance with Section XIV, this Lease shall automatically be renewed for successive terms of one calendar year. [966.4 (a)(2)]
- (b) **Renewal- Memphis Housing Authority may not renew the lease if the family has violated the requirement for resident performance of community service or participation in an economic self-sufficiency program and as stipulated in Part II of the lease.**

The rent amount is stated in Part II of this Lease. Rent shall remain in effect unless adjusted by the MHA in accordance with Section VII herein. [966.4(b)(1)(c)]

The amount of the Total Resident Payment and Resident Rent shall be determined by the MHA in compliance with HUD regulations and requirements and in accordance with MHA's Admissions and Occupancy Policy. [966.4(b)(1) & (c)]

- (c) Rent is DUE and PAYABLE in advance on the first day of each month and shall be considered delinquent after the fifth business day of the month. Rent may include utilities as described in Section VI below, and includes all maintenance services due to normal wear and tear. [966.4 (e)(1) & (3)]  

When MHA makes any change in the amount of Total Resident Payment or Resident Rent, MHA shall give written notice to Resident. The notice shall state the new amount and the date from which the new amount is applicable. Rent redeterminations are subject to the Administrative Grievance Procedure. The notice shall also state that Resident may ask for an explanation of how the amount is computed by MHA. If Resident asks for an explanation, MHA shall respond in a reasonable time. [966.4 (c)(4)]

- (c) If resident is delinquent in the payment of rent three times in a twelve-month period, the resident may be required to attend a credit counseling class after the third delinquency as provided by MHA.

### III. Term:

- (a) **Maintenance costs** -- This charge refers to cost for services or repairs due to intentional or negligent damage to the dwelling unit, common areas or grounds beyond normal wear and tear, caused by Resident, household members or by guests. When MHA determines that needed maintenance is not caused by normal wear and tear, Resident shall be charged for the cost of such service, either in accordance with the Schedule of Maintenance Charges posted by MHA or (for work not listed on the Schedule of Maintenance Charges) based on the actual cost to MHA for the labor and materials needed to complete the work. If overtime work is required, overtime rates shall be charged. **[966.4 (b)(2)]**
- (b) **Excess Utility Charges** --At developments where utilities are provided by MHA, a charge shall be assessed for excess utility consumption due to the operation of major Resident-supplied appliances. This charge does not apply to Residents who pay their utilities directly to a utility supplier. **[966.4 (b)(2)]**
- (c) **Late Charges** -- A charge of the lesser of \$10 or 10% of the outstanding rent for rent paid after the fifth business day of the month. **[966.4 (b)(3)]** MHA shall provide written notice of the amount of any charge in addition to Resident Rent and when the charge is due. Charges in addition to rent are due no sooner than two weeks after Resident receives MHA's written notice of the charge. **[966.4 (b)(4)]**

**IV. Payment Location:** Rent and other charges shall be paid at the Property Manager's office in their development. MHA will not accept cash. Residents who have submitted a check that is returned for insufficient funds shall be required to make all future payments by cashier's check or money order.

### V. Security Deposit

- (a) **Resident Responsibilities:** Resident agrees to pay an amount equal to \$100. The dollar amount of the security deposit is noted on Part II of this Residential Lease. **[966.4 (b)(5)]** Payment of the security deposit is to be made upon execution of this lease unless MHA and Resident agree to an installment payment, which can be no less than \$10 per month for the following ten months of occupancy until the balance is paid. Installments on the Security Deposit will be maintained by MHA in a separate account at Tri-State Bank Of Memphis.
- (b) **MHA's Responsibilities:** MHA will use the Security Deposit at the termination of this Lease:
  - 1. To pay the cost of any rent or any other charges owed by Resident at the termination of this lease.
  - 2. To reimburse the cost of repairing any intentional or negligent damages to the dwelling unit caused by Resident, household members or guests.

The Security Deposit may not be used to pay rent or other charges while Resident occupies the dwelling unit. No refund of the Security Deposit will be made until Resident has vacated, and MHA has inspected the dwelling unit.

The return of a security deposit shall occur within thirty (30) days after Resident moves out. MHA agrees to return the Security Deposit, if any, to Resident when he/she vacates, less any deductions for any costs indicated above, so long as Resident furnishes MHA with a forwarding address. If any deductions are made, MHA will furnish Resident with a written statement of any such costs for damages and/or other charges deducted from the Security Deposit.

## VI. Utilities and Appliances [966.4 (ba)(1)(iv)]

- (a) **MHA Supplied Utilities:** If indicated by an (X) on Part II, MHA will supply the indicated utility: electricity, natural gas, heating fuel, water, sewer service, trash collection. MHA will not be liable for the failure to supply utility service for any cause whatsoever beyond its control.

If indicated by an (X) on Part II of the Lease Agreement, MHA will provide a cooking range and refrigerator. Other major electrical appliances, air conditioners, freezers, extra refrigerators, washers, dryers, etc., may be installed and operated only with the written approval of MHA. A monthly service charge will be payable by Resident for the electricity used in the operation of such appliances, as shown on the Schedule posted in the Project Office. **[966.4 (b)(2)]**

- (b) **Resident-Paid Utilities:** If Resident resides in a development where MHA does not supply electricity, natural gas, heating fuel, water, sewer service, or trash collection, an Allowance for Utilities shall be established, appropriate for the size and type of dwelling unit, for utilities Resident pays directly to the utility supplier. The Total Resident Payment less the Allowance for Utilities equals Resident Rent. If the Allowance for Utilities exceeds the Total Resident Payment, MHA will pay a Utility Reimbursement to the utility supplier each month, unless the Resident is paying a Flat Rent. **[960.253 (b)]**

MHA may change the Allowance at any time during the term of the lease, and shall give Resident sixty (60) days written notice of the revised Allowance along with any resultant changes in Resident Rent or Utility Reimbursement.

If Resident's actual utility bill exceeds the Allowance for Utilities, Resident shall be responsible for paying the actual bill to the supplier. If Resident's actual utility bill is LESS than the Allowance for Utilities, Resident shall receive the benefit of such saving.

- (c) **Resident Responsibilities:** Resident agrees not to waste the utilities provided by MHA and to comply with any applicable law, regulation, or guideline of any governmental entity regulating utilities or fuels. **[966.4 (f)(8)]**

Resident also agrees to abide by any local ordinance or House Rules restricting or prohibiting the use of space heaters in multi-dwelling units.

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

- (a) **Use and Occupancy of Dwelling:** Resident shall have the right to exclusive use and occupancy of the dwelling unit for Resident and other household members listed on the lease. With the prior written consent of MHA, members of the household may engage in legal profitmaking activities in the dwelling unit. **[966.4 (d) (1) & (2)]**

This provision permits reasonable accommodation of Resident's guests or visitors for a period not exceeding fourteen (14) days each year. Permission may be granted, upon written request to the Manager, for an extension of this provision. **[966.4 (d)(1)]**

- (b) **Ability to comply with Lease terms:** If, during the term of this Lease, Resident, by reason of physical or mental impairment is no longer able to comply with the material provisions of this lease, and cannot make arrangements for someone to aid him/her in complying with the lease, and MHA cannot make any reasonable accommodation that would enable Resident to comply with the lease THEN; MHA will assist Resident, or designated member(s) of Resident's family, to find more suitable housing and move Resident from the dwelling unit. If there are no family members who can or will take responsibility for moving Resident, MHA will work with appropriate agencies to secure suitable housing and will terminate the Lease. **[8.3]**

At the time of admission, all Residents must identify the family member(s) to be contacted if they become unable to comply with lease terms.

- (c) **Redetermination of Rent, Dwelling Size, and Eligibility.** The rent amount as fixed in Part II of the Lease Agreement is due each month until changed as described below.
- (1) The status of each family is to be re-examined at least once a year. **[966.4(c)(1) and 960.257(a)]**  
At the annual recertification Resident shall certify to compliance with the 8 hour per month community service requirement, if applicable. **[Part 960, subpart F]**
  - (2) Resident promises to supply MHA, when requested, with accurate information about: family composition, age of family members, income and source of income of all family members, assets, community service activities, and related information necessary to determine eligibility, annual income, adjusted income, and rent. **[966.4 (c)(2) and 960.259]**

Failure to supply such information when requested is a serious violation of the terms of the lease and MHA may terminate the lease.

All information must be verified. Resident agrees to comply with MHA requests for verification by signing releases for third-party sources, presenting documents for review, or providing other suitable forms of verification. **[966.4 (c)(2) and 960.259]**

MHA shall give Resident reasonable notice of what actions Resident must take, and of the date by which any such action must be taken for compliance under this section. This information will be used by MHA to decide whether the amount of the rent should be changed, and whether the dwelling size is still appropriate for Resident's needs.

This determination will be made in accordance with the Admissions and Occupancy Policy, which is publicly posted in the Development Office. A copy of the policies can be furnished on request at the expense of the person making the request.

- (3) Rent will not change during the period between regular re-examinations, UNLESS during such period: **[See 960.257]**
  - (a) Resident can verify a change in his/her circumstances (such as decline in or loss of income) that would justify a reduction in rent, except that rent shall not be reduced because a Resident's TANF grant is reduced because Resident is verified to have committed welfare fraud or failed to comply with a required economic self sufficiency program.  
If a reduction is granted, Resident must report subsequent increases in income within 10 days of the occurrence, until the next scheduled re-examination. (Failure to report within the 10 days may result in a retroactive rent charge.)
  - (b) If it is found that Resident has misrepresented the facts upon which the rent is based, so that the rent Resident is paying is less than the rent that he/she should have been charged. MHA then may apply an increase in rent retroactive to the first of the month following the month in which the misrepresentation occurred.
  - (c) Increase in income
  - (d) Rent formulas or procedures are changed by Federal law or regulation.
- (4) All changes in family composition must be reported to the Property Manager within 10 days of the occurrence. Failure to report within the 10 days may result in a retroactive rent charge. **[966.4 (c) (2)]**  
This Lease will NOT be revised to permit a change of family composition resulting from a request to allow adult children to move back into the unit unless it is determined that the move is essential for the mental or physical health of Resident AND it does not disqualify the family for the size unit it is currently occupying.

- (d) **Rent Adjustments:** Resident will be notified in writing of any rent adjustment due to the situations described above. All notices will state the effective date of the rent adjustment.
1. In the case of a rent decrease, the adjustment will become effective on the first day of the month following the reported change in circumstances, provided Resident reported the change in a timely manner, as specified above.
  2. In the case of a rent increase, the increase will become effective the first day of the 2nd month following the month in which the change was reported.
  3. In the case of a rent increase due to misrepresentation, failure to report a change in family composition, or failure to report an increase in income, MHA shall apply the increase in rent retroactive to the first of the month following the month in which the misrepresentation or failure to report an increase occurred.
- (e) **Transfers [966.4 (c)(3)]**
1. Resident agrees that if MHA determines that the size or design of the dwelling unit is no longer appropriate to Resident's needs, MHA shall send Resident written notice. Resident further agrees to accept a new lease for a different dwelling unit of the appropriate size or design.
  2. MHA may move a Resident into another unit if it is determined necessary to rehabilitate or demolish Resident's unit.
  3. If a Resident makes a written request for special unit features in support of a documented disability, MHA shall modify Resident's existing unit. If the cost and extent of the modifications needed are equivalent to those required for a fully accessible unit, MHA may transfer Resident to another unit with the features requested at MHA's expense.
  4. A Resident without disabilities that is housed in a unit with special features must transfer to a unit without such features should a Resident with disabilities need the unit at MHA's expense.
  5. In the case of involuntary transfers, Resident shall be required to move into the dwelling unit made available by MHA. Resident shall be given 15 days time in which to move following delivery of a transfer notice. If Resident refuses to move, MHA may terminate the Lease. **[966.4 (c)(3)]**
  6. Involuntary transfers are subject to the Grievance Procedure, and, other than emergencies, no such transfers may be made until either the time to request a Grievance has expired or the procedure has been completed. **[966.4 (c)(4)]**
  7. MHA will consider any Resident request for transfers in accordance with the transfer priorities established in the Admissions and Occupancy Policies.
- (f) **Insurance** MHA is not responsible for, or will not provide fire or casualty insurance for the resident's personal property.

**VIII. MHA Obligations [966.4 (e)]:** MHA shall be obligated:

- (a) To maintain the dwelling unit and the development in decent, safe and sanitary condition; **[966.4 (e)(1)]**
- (b) To comply with all Resident obligations imposed by the Uniform Residential Landlord and Tenant Act and applicable provisions of building codes, housing codes, and HUD regulations materially affecting health and safety; **[966.4 (e)(2)]**
- (c) To make necessary repairs to the dwelling unit; **[966.4 (e)(3)]**
- (d) To keep development building, facilities, and common areas, not otherwise assigned to Resident for maintenance and upkeep, in a clean and safe condition; **[966.4 (e)(4)]**

- (e) To maintain in good and safe working order and condition electrical, plumbing, sanitary, heating, ventilating, and other facilities and appliances, including elevators supplied or required to be supplied by MHA; **[966.4 (e)(5)]**
- (f) To provide and maintain appropriate receptacles and facilities (except container for the exclusive use of an individual Resident family) for the deposit of garbage, rubbish, and other waste removed from the premise by Resident as required by this Lease; **[966.4 (e)(6)]**
- (g) To supply running water and reasonable amounts of hot water and reasonable amount of heat at appropriate times of the year according to local custom and usage; EXCEPT where the building that includes the dwelling unit is not required to be equipped for that purpose, or where heat or hot water is generated by an installation within the exclusive control of Resident, and supplied by a direct utility connection; **[966.4 (e)(7)]**
- (h) To notify Resident of the specific grounds for any proposed adverse action by MHA. (Such adverse action includes, but is not limited to: a proposed lease termination, transfer of Resident to another unit, change in amount of rent, or imposition of charges for maintenance and repair, or for excess consumption of utilities.) When MHA is required to afford Resident the opportunity for a hearing under the MHA grievance procedure for a grievance concerning a proposed adverse action:
  - 1. The Notice of the proposed adverse action shall inform Resident of the right to request such hearing. In the case of lease termination, a notice of lease termination that complies with **966.4(l)(3)** shall constitute adequate notice of proposed adverse action.
  - 2. In the case of a proposed adverse action other than a proposed lease termination, MHA shall not take the proposed action until time to request such a hearing has expired or (if hearing was timely requested) the grievance process has been completed. **[966.4 (e)(8)]**

**IX. Resident's Obligations:** Resident shall be obligated:

- (a) Not to assign the Lease, nor sublease the dwelling unit. **[966.4 (f)(1)]**
- (b)
  - 1. Not to give accommodation to boarders or lodgers; **[966.4 f(2)]**
  - 2. Not to give accommodation to long term guests (in excess of 14 days per year) without the advance written consent of MHA.
- (c) To use the dwelling unit solely as a private dwelling for Resident and Resident's household as identified in PART II of the Lease, and not to use or permit its use for any other purpose. **[966.4 (f)(3)]**  
 This provision does not exclude the care of foster children or live-in care of a member of Resident's family, provided the accommodation of such persons conforms to MHA's Occupancy standards, and so long as MHA has granted prior written approval for the foster child(ren), or live-in aide to reside in the unit. **[966.4 (d)(3)(i)]**
- (d) To abide by necessary and reasonable regulations promulgated by MHA for the benefit and well-being of the housing development and Residents. These regulations shall be posted in a conspicuous manner in the development office and incorporated by reference in this Lease. Violation of such regulations constitutes a violation of the Lease. **[966.4 (f)(4)]**
- (e) To comply with the obligations imposed by the Uniform Residential Landlord and Tenant Act and other applicable state and local building or housing codes, materially affecting health and/or safety of Resident and household. **[966.4(f)(5)]**
- (f) To keep the dwelling unit and other such areas, as may be assigned to Resident for Resident's exclusive use, in a clean and safe condition. **[966.4(f)(6)]** This includes keeping front and rear entrances and walkways, for the exclusive use of Resident, free from hazards and trash and keeping the yard free of debris and litter. Exceptions to this requirement, may be made for Residents who have no household members able to perform such tasks because of age or disability. **[966.4 (g)]**
- (g) To dispose of all garbage, rubbish, and other waste from the dwelling unit in a sanitary and safe manner only in containers approved or provided by MHA. **[§ 966.4(f)(7)]** To refrain from, and cause members of Resident's household or guest to refrain from, littering or leaving trash and debris in common areas.
- (h) To use, only in reasonable manner, all electrical, sanitary, heating, ventilating, air-conditioning, and other facilities and appurtenances, including elevators. **[966.4(f)(8)]**

- (i) To refrain from, and to cause household members and guests to refrain from destroying, defacing, damaging, or removing any part of dwelling unit or development. **[966.4 (f)(9)]**
- (j) To pay reasonable charges (other than for normal wear and tear) for the repair of damages to the dwelling unit, development buildings, facilities, or common areas caused by Resident, household members or guests. **[§ 966.4(f)(10)]**
- (k) To act, and cause household members or guests to act, in a manner that will:
  - 1. Not disturb other residents' peaceful enjoyment of their accommodations, wherever located; and/or
  - 2. Be conducive to maintaining all MHA developments, wherever located, in a decent, safe, sanitary and crime-free condition. **[966.4 (f)(11)]**
- (l) To refrain from, cause, and assure that Resident, any member of the household, a guest, or another person under Resident's control, shall not engage in:
  - 1. Any criminal activity that threatens the health, safety, or right to peaceful enjoyment of MHA's public housing premises by other residents or employees of MHA, or;
  - 2. Any drug-related criminal activity. Any criminal activity, in violation of the preceding sentence, shall be cause for termination of tenancy, and for eviction from the unit. (For the purposes of this lease, the term drug-related criminal activity means the illegal possession, manufacture, sale, distribution, use or possession with intent to manufacture, sell, distribute, or use, of a controlled substance as defined in Section 102 of the Controlled Substances Act.) **[966.4 (f)(12)]**
    - (i) MHA and Resident agree that, for the purposes of this Lease, the phrase "under Resident's control" refers to or is only applicable to "another person".

MHA and Resident agree that Resident has an affirmative obligation to take reasonable steps to prevent or halt illegal activity known or should have been known to the Resident by immediately contacting MHA or seek outside intervention from law enforcement officials or social service agencies.

MHA and Resident agree that the Resident under this section retains strict liability for the action of a member of the Resident's household or guest, as required by applicable local, state, or federal law.

MHA and Resident also agree and understand that this section is not applicable to business invitees, i.e., pizza delivery persons, private repairmen, etc.

- 3. Any abuse or pattern of abuse of alcohol that affects the health, safety, or right to peaceful enjoyment of the premises by other residents.
- (m) To make no alterations or repairs or redecorations to the interior of the dwelling unit or to the equipment, nor to install additional equipment or major appliances without written consent of MHA. To make no changes to locks or install new locks on exterior doors without MHA's written approval. To use no nails, tacks, screws, brackets, or fasteners on any part of the dwelling unit (a reasonable number of picture hangers excepted) without authorization by MHA.
- (n) To give prompt prior notice to MHA, in accordance with Section IX hereof of Resident leaving dwelling unit unoccupied for any period exceeding one calendar week.
- (o) To act in a cooperative manner with neighbors and MHA Staff. To refrain from and cause members of Resident's household or guests to refrain from acting or speaking in an abusive or threatening manner toward neighbors and MHA staff.
- (p) Not to display, use, or possess or allow members of Resident's household or guests to display, use or possess any illegal firearms, (operable or inoperable) or other illegal weapons as defined by the laws and courts of the State of Tennessee anywhere on the property of MHA.



- (q) To take reasonable precautions to prevent fires and to refrain from storing or keeping flammable materials upon the premises as well as refrain from the removal or disconnection of smoke alarms or removal of batteries thereto
- (r) To avoid obstructing sidewalks, areaways, galleries, passages, elevators, or stairs, and to avoid using these for purposes other than going in and out of the dwelling unit.
- (s) To refrain from erecting or hanging radio or television antennas on or from any part of the dwelling unit, except that roof antennas, satellite dishes or cable services may be installed in accordance with regulations set forth by MHA or local, state or federal laws.
- (t) To refrain from placing signs of any type in or about the dwelling except those allowed under applicable zoning ordinances and then only after having received written permission of MHA.
- (u) To refrain from, and cause members of Resident's household to refrain from keeping, maintaining, harboring, or boarding any animal of any nature in the dwelling unit except in accordance with the MHA's pet policy, unless a verified disability warrants the possession of a service animal or companion animal.
- (v) To remove from MHA property any vehicles without valid registration and parking passes. To refrain from parking any vehicles in any right-of-way or fire-lane designated and marked by MHA. To comply with and cause household members and guests to comply with MHA's posted signage regarding traffic lanes and parking restrictions, including, but not limited to traffic lanes, fire lanes, fire hydrants, handicapped areas, and blocking of trash receptacles. Any inoperable, unlicensed, nuisance or unauthorized vehicle, as defined by local or state law, will be removed from MHA property at Owner's expense following notice as required by local or State law. Ongoing automobile repairs are not permitted on development site.
- (w) To remove any personal property left on MHA premises when Resident leaves, abandons or surrenders the dwelling unit.
- (x) To use reasonable care to keep Resident's dwelling unit in such condition as to ensure proper health and sanitation standards for Resident, 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 dwelling unit or in common areas and grounds of the Development. Resident's failure to report the need for repairs in a timely manner shall be considered to contribute to any damage that occurs.
- (y) Not to commit any fraud in connection with any Federal housing assistance program, and
- (z) Not to receive assistance for occupancy of any other unit assisted under any Federal housing assistance program during the term of the lease.
- (aa) To pay promptly any utility bills for utilities supplied to Resident by a direct connection to the utility company, and to avoid disconnection of utility service for such utilities.
- (bb) To report any and all changes in total family income, assets and family composition to the MHA Development office within ten (10) days after they occur.
- (cc) To comply with the community service requirement for each adult in the Resident household to perform at least 8 hours per month of qualifying community service or qualifying economic self sufficiency activity (as specified by the MHA) unless the requirement is waived due to age, disability, or the fact that an adult is excused from this requirement because he/she is working, attending an educational institution, or participating in some other qualified training program.
- (dd) To ensure and comply with local and state school attendance requirements for applicable members of the Resident's household.
- (ee) To attend a credit counseling, if required by MHA upon three delinquent rental payments in a twelve-month period.
- (ff) Not to violate or breach any terms in the Self-Reliance or Self Sufficiency Agreement. The breach or violation of an Economic Self-Reliance or Self-Sufficiency agreement or the inability to meet rental obligations under the Self-Reliance or Self Sufficiency Agreement is a material breach of the lease agreement.
- (gg) Not to violate or flee to avoid prosecution, or custody or confinement after conviction for a crime, or attempt to commit a crime that is a felony under the laws of the place from which the

individual flees, or that, in the case of the State of New Jersey, is a high misdemeanor; or violate a condition of probation or parole imposed under Federal or State law.

**(hh) Not to have any member of the household subject to a lifetime registration requirement under a State Sex Offender Registration Program.**

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

**MHA Responsibilities:**

- (a) MHA shall be responsible for repair of the unit within a reasonable period of time after receiving notice from Resident, provided, if the damage was caused by Resident, household members, or guests, the reasonable cost of the repairs shall be charged to Resident. **[966.4 (h)(2)]**
- (b) MHA shall offer Resident a replacement dwelling unit, if available, if necessary repairs cannot be made within a reasonable time. MHA is not required to offer Resident a replacement unit if Resident, household members, or guests caused the hazardous condition. **[966.4 (h)(3)]**
- (c) Resident shall accept any replacement unit offered by MHA.
- (d) In the event MHA, as described above cannot make repairs, and alternative accommodations are unavailable, then rent shall abate in proportion to the seriousness of the damage and loss in value as a dwelling. No abatement of rent shall occur if Resident rejects alternative accommodations or if Resident, household members, or guests caused the damage. **[966.4 (h)(4)]**
- (e) If MHA determines that the dwelling unit is uninhabitable because of imminent danger to the life, health, and safety of Resident and Resident refuses alternative accommodations, this Lease shall be terminated, and any rent paid will be refunded to Resident.

**Resident Responsibilities:**

- (a) Resident shall immediately notify the Development Manager of the damage and intent to abate rent, when the damage is or becomes sufficiently severe that Resident believes he/she is justified in abating rent. **[966.4 (h)(1)]**
- (b) Resident agrees to continue to pay full rent, less the abated portion agreed upon by MHA, during the time in which the defect remains uncorrected.

**XI. Move-in and Move-out Inspections**

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

**XII. Entry of Premises During Tenancy**

**(a) Resident Responsibilities--**

- 1. Resident agrees that the duly authorized agent, employee, or contractor of MHA will be permitted to enter Resident's dwelling during reasonable hours (8:00 A.M. to 4:30 P.M.) for the purpose of

performing routine maintenance, making improvements or repairs, inspecting the unit, or showing the unit for releasing. [966.4 (j)(1)]

2. When Resident calls to request maintenance on the unit, MHA shall attempt to provide such maintenance at a time convenient to Resident. IF RESIDENT IS ABSENT FROM THE DWELLING UNIT WHEN MHA COMES TO PERFORM MAINTENANCE, RESIDENT'S REQUEST FOR MAINTENANCE SHALL CONSTITUTE PERMISSION TO ENTER.

(b) **MHA's Responsibilities--**

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

### **XIII. Notice Procedures**

- (a) **Resident Responsibility--** Any notice to MHA must be in writing, delivered to the Development Office or to MHA's Central Office, or sent by prepaid first-class mail, properly addressed. [966.4 (k)(1)(ii)]
- (b) **MHA Responsibility --** Notice to Resident must be in writing, delivered to Resident or to any adult member of the household residing in the dwelling unit, or sent by first-class mail addressed to Resident. [966.4 (k)(1)(i)]
- (c) Unopened, cancelled, first class mail returned by the Post Office shall be sufficient evidence that notice was given.
- (d) If Resident is visually impaired, all notices must be in an accessible format. [966.4 (k)(2)]

### **XIV. Termination of the Lease**

In terminating the Lease, the following procedures shall be followed by MHA and Resident:

- (a) This Lease may be terminated only for serious or repeated violations of material terms of the Lease, such as failure to make payments due under the lease or to fulfill Resident obligations set forth in Section IX above, or for other good cause. [966.4 (l)(2)] **Resident agrees that the violation of any of the obligations of residents Section IX A thru hh is a serious violation of a material term of the lease, and is good cause for termination of the lease.**

Such serious or repeated violation of terms shall include but not be limited to:

1. The failure to pay rent or other payments when due; [966.4 (l)(2)]
2. Repeated late payment, which shall be defined as failure to pay the amount of rent or other charges due by the tenth of the month. Four such late payments within a 12-month period shall constitute a repeated late payment; [966.4 (l)(2)]
3. Failure to pay utility bills when Resident is responsible for paying such bills directly to the supplier of utilities; [966.4 (l)(2)]
4. Misrepresentation of family income, assets, or composition; [966.4 (c)(2)]
5. Failure to supply, in a timely fashion, any certification, release, information, or documentation on Family income or composition needed to process annual reexaminations or interim redeterminations. [966.4 (c)(2)]

6. Serious or repeated damage to the dwelling unit, creation of physical hazards in the unit, common areas, grounds, or parking areas of any development site; **[966.4 (l)(2)]**
  7. Criminal activity by Resident, household member, guest, or other person under Resident's control, including criminal activity that threatens the health, safety or right to peaceful enjoyment of MHA's public housing premises by other residents, or any drug-related criminal activity. **[966.4 (l)(2)]**
  8. Illegal weapons or illegal drugs seized in a MHA unit by a law enforcement officer; **[966.4 (l)(2)]**
  9. Any fire on MHA premises caused by carelessness or unattended cooking as well as removal or disconnection of smoke alarms or removal of batteries thereto. **[966.4 (l)(2)]**
  10. PERMITTING PERSONS OTHER THAN THOSE LISTED ON THE LEASE TO LIVE IN THE UNIT. **[966.4 (1) (20)(i) (B)]**
- (b) **Discovery after admission of facts that made the resident ineligible will be good cause for lease termination.**
- (c) MHA shall give written notice of the proposed termination of the Lease within:
1. 14 days in the case of failure to pay rent;
  2. 3 days in the case of violence or threats to health, safety or welfare of persons or property as provided by T.C.A. § 66-28-517.
  3. A reasonable time, but not to exceed thirty days, considering the seriousness of the situation when the health or safety of other Residents or MHA staff is threatened;
  4. 30 days in any other case. **[966.4 (l)(3)(i)(A), (B) & (C)]**
- (c) The notice of termination:
1. The notice of termination to Resident shall state specific reasons for the termination, shall inform Resident of his/her right to make such reply as he/she may wish, and Resident's right to examine MHA documents directly relevant to the termination or eviction. **[966.4 (l)(3)(ii)]**
  2. When MHA is required to offer Resident the opportunity for a grievance hearing, the notice shall also inform Resident of the right to request such a hearing in accordance with MHA's grievance procedures. **[966.4 (l)(3)(ii)]**
  3. Any notice to vacate (or quit) that is required by State or local law may be combined with, or run concurrently with the notice of lease termination under this section. **[966.4 (l)(3)(iii)]** The Notice to Vacate must be in writing, and specify that if Resident fails to quit the premises within the applicable statutory period, appropriate action will be brought against Resident, and Resident may be required to pay the costs of court and attorney's fees.
  4. When MHA is required to offer Resident the opportunity for a grievance hearing concerning the lease termination under MHA's grievance procedure, the tenancy shall not terminate (even if any Notice to Vacate under State or local law has expired) until the period to request a hearing has expired, or (if a hearing is requested) the grievance process has been completed. **[966.4 (l)(3)(iv)]**
  5. When MHA is not required to offer Resident the opportunity for a hearing under the grievance procedure and MHA has decided to exclude such grievance for MHA grievance procedure, the notice of lease termination shall (a) state that Resident is not entitled to a grievance hearing on the termination; (b) specify the judicial eviction procedure to be used by MHA for eviction and state that HUD has determined that this eviction procedure provides the opportunity for a hearing in a court that contains the basic elements of due process as defined in HUD regulations; and (c) state whether the eviction is for a criminal activity that threatens health or safety of residents or staff or for drug-related criminal activity. **[966.4 (l)(3)(v)]**
  6. MHA may evict Resident from the unit only by bringing a court action. **[966.4 (l)(4)]**
- (d) Resident may terminate this Lease at any time by giving thirty days written notice as described in Section XIII, above.
- (e) In deciding to evict for criminal activity, MHA shall have discretion to consider (or not to consider) all of the circumstances of the case, including the seriousness of the offense, the extent of participation by or awareness of family members, prior criminal records (whether known or should have been known by the Resident), and the effects that the eviction would have both on family members not involved in the

proscribed activity and on the family's neighbors. In appropriate cases, MHA may permit continued occupancy by remaining family members and may impose a condition that family members who engaged in the proscribed activity will neither reside in nor visit the unit. MHA may require a family member who has engaged in the illegal use of drugs to present credible evidence of successful completion of a treatment program as a condition to being allowed to reside in the unit. [966.4 (I)(5)]

- (f) When MHA evicts a Resident from a dwelling unit for criminal activity, MHA shall notify the local post office serving that dwelling unit that such individual or family is no longer residing in the unit so the post office will stop mail delivery for such persons and they will have no reason to return to the unit. [966.4 (I)(5)(iii) (B)]

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

#### **XVI. CHANGES**

(a). **Posting of Policies, Rules, Regulations and the Grievance Procedure and Changes therein** - Schedules of special charges for services, repairs and utilities and rules, regulations and the grievance procedure which are incorporated in this lease (by attachment or reference) shall be publicly posted in conspicuous manner in the development office and shall be furnished to the Resident for examination on request. Such schedules, policies, rules and regulations may be modified from time to time by Memphis Housing Authority provided that Memphis Housing Authority shall give at least 30-days written notice to Resident setting forth the proposed modification, the reasons therefore, and providing Resident an opportunity to present written comments which shall be taken into consideration by Memphis Housing Authority prior to the proposed modification becoming effective. A copy of such notice shall be delivered or mailed to each resident.

(b). **Other Changes** - Except as provided in (A) above, and as provided in "Predetermination of Rent., Dwelling Size and Eligibility", modifications of the Lease must be accomplished by a written rider to the Lease executed by both parties. However, nothing shall preclude Memphis Housing Authority from modifying this Lease to take into account, revised provisions of policy, law or governmental action with a 30-Day notice to the Resident and providing Resident an opportunity to present written comments which shall be taken into consideration by Memphis Housing Authority prior to the proposed modification becoming effective.

**XVII. Housekeeping Standards:** In an effort to improve the livability and conditions of the apartments owned and/or managed by MHA or agents, uniform standards for resident housekeeping have been developed for all Resident families.

- (a) **MHA Responsibility:** The standards that follow will be applied fairly and uniformly to all Residents. MHA will inspect each unit at least annually, to determine compliance with the standards. Upon completion of an inspection MHA will notify Resident in writing if he/she fails to comply with the standards. MHA will advise Resident of the specific correction(s) required establishing compliance, and indicating that training is available. Within a reasonable period of time, MHA will schedule a second inspection. Failure of a second inspection will constitute a violation of the lease terms.

Training will be available at no cost to any Resident requesting or needing assistance in complying with the Housekeeping Standards.

- (b) **Resident responsibility:** Resident is required to abide by the standards set forth below. FAILURE TO ABIDE BY THE HOUSEKEEPING STANDARDS, INCLUDING REFUSAL TO ATTEND HOUSEKEEPING CLASSES AFTER HAVING BEEN FOUND IN VIOLATION OF HOUSEKEEPING STANDARDS, THAT RESULTS IN THE CREATION OR MAINTENANCE OF A THREAT TO HEALTH OR SAFETY IS A VIOLATION OF THE LEASE TERMS AND CAN RESULT IN EVICTION.

- (c) **Housekeeping Standards: Inside the Apartment**

#### **General--**

- (1) Walls: should be clean, free of dirt, grease, holes, cobwebs, and fingerprints.
- (2) Floors: should be clean, clear, dry and free of hazards.
- (3) Ceilings: should be clean and free of cobwebs.
- (4) Windows: should be clean and not nailed shut. Shades or blinds should be intact.

- (5) Woodwork: should be clean, free of dust, gouges, or scratches.
- (6) Doors: should be clean, free of grease and fingerprints. Doorstops should be present. Locks should work.
- (7) Heating units: should be dusted and access uncluttered.
- (8) Trash: shall be disposed of properly and not left in the unit.
- (9) Entire unit should be free of rodent or insect infestation.
- (10) Smoke Alarms: should be operational, tested monthly, with sufficient battery or current.

## **Kitchen--**

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

## **Bathroom--**

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

### **Storage Areas--**

- (1) Linen closet: should be neat and clean.
- (2) Other closets: should be neat and clean. NO HIGHLY FLAMMABLE MATERIALS SHOULD BE STORED IN THE UNIT.
- (3) Other storage areas: should be clean, neat, and free of hazards.

### (d) **Housekeeping Standards: Outside the Apartment**

The following standards apply to family and scattered site development only; some standards apply only when the area noted is for the exclusive use of Resident:

- (1) Yards: should be free of debris, trash, and abandoned cars. Exterior walls should be free of graffiti.
- (2) Porches (front and rear): should be clean and free of hazards. Any items stored on the porch shall not impede access to the unit.
- (3) Steps (front and rear): should be clean, and free of hazards.
- (4) Sidewalks: should be clean and free of hazards.
- (5) Storm doors: should be clean, with glass or screens intact.

- (6) Parking lot: should be free of abandoned cars. There should be no car repairs in the lots.
- (7) Hallways: should be clean and free of hazards.
- (8) Stairwells: should be clean and uncluttered.
- (9) Laundry areas: should be clean and neat. Remove lint from dryers after use.
- (10) Utility room: should be free of debris, motor vehicle parts, and flammable materials.

#### **XVIII. Domestic Violence:**

The Violence Against Women and Justice Department Reauthorization Act of 2005 (VAWA) protects tenants and family members of tenants who are victims of domestic violence, dating violence, or stalking from being evicted or terminated from housing assistance based on acts of such violence against them.

- A. An incident or incidents of actual or threatened domestic violence, dating violence, or stalking shall not be construed as a serious or repeated violation of the lease by the victim or threatened victim of that violence and shall not be good cause for terminating the tenancy or occupancy rights of the victim of such violence. Additionally, criminal activity directly relating to domestic violence, dating violence, or stalking, engaged in by a member of a Lessee's household or any guest or other person under the Lessee's control, shall not be cause for termination of the tenancy or occupancy rights, if the Lessee or immediate member of the Lessee's family is a victim of that domestic violence, dating violence, or stalking.
- B. Notwithstanding subsection (a), or any Federal, State, or local law to the contrary, the Lessor may bifurcate a lease or remove a household member from a lease without regard to whether a household member is a signatory to a lease, in order to evict, remove, or terminate occupancy rights of any individual who is a lessee or lawful occupant and who engaged in criminal acts of physical violence against family members or others, without evicting, removing, or terminating occupancy rights, or otherwise penalizing the victim of such violence who is also a lessee or lawful occupant. Such eviction or removal of occupancy rights shall be effected in accordance with the procedures prescribed by Federal, State, and local law.
- C. The Lessor may request a certification that an individual is a victim of domestic violence, dating violence or stalking, and that the incident(s) in question are bona fide incidents of actual or threatened abuse. Such certification must include the name of the perpetrator, and may be in the form of (i) HUD Form 50066, or other HUD approved certification form, (ii) a court record, or (iii) documentation signed by an employee, agent or volunteer of a victim service provider, an attorney, or medical professional from whom the individual has sought assistance which attests to the bona fide existence of such actual or threatened abuse.
- D. Nothing in this Section:
  - 1. limits the Lessor from honoring court orders addressing rights of access to or control of the property, including civil protection orders issued to protect the victim or issued to address the distribution or possession of property among the household members in cases where a family breaks up;
  - 2. limits the Lessor from evicting a lessee for any violation of a lease not premised on the act or acts of violence in question against the Lessee or a member of the Lessee's household, provided that the Lessor does not subject an individual who is or has been a victim of domestic violence, dating violence, or stalking to a more demanding standard than other lessees in determining whether to evict;
  - 3. limits the Lessor from terminating the tenancy of any lessee if the Lessor can demonstrate an actual and imminent threat to other lessees or those employed at or providing service to the property if that lessee is not evicted;

4. supersedes any provision of any Federal, State, or local law that provides greater protection than this section for victims of domestic violence, dating violence, or stalking.
- E. All information the Lessor may request to confirm domestic violence, dating violence or stalking victim status, pursuant to federal law, shall be retained in confidence by the Lessor, and shall neither be entered into any shared database nor provided to any related entity, except to the extent that disclosure is:
1. requested or consented to by the individual in writing;
  2. required for use in an eviction proceeding; or
  3. otherwise required by applicable law.

**RESIDENT AGREES THAT ALL THE PROVISIONS OF THIS LEASE HAVE BEEN READ AND ARE UNDERSTOOD AND FURTHER AGREES TO BE BOUND BY ITS PROVISIONS AND CONDITIONS AS WRITTEN. (SIGNATURE REQUIRED ON PART II OF THE LEASE.)**



PART II of the RESIDENTIAL LEASE AGREEMENT

Memphis Housing Authority

THIS AGREEMENT is executed between the Memphis Housing Authority (herein called "MHA"), and (herein called the "Tenant"), and becomes effective as of «TenantLastExaminationDate»

- (1) **Unit:** That the MHA, relying upon the representations of Tenant as to Tenant's income, household composition and housing need, leases to Tenant (upon Terms and Conditions set forth in Part I of this Lease agreement) the dwelling unit LOCATED «UnitAddress1» «UnitApartmentNumber» (and hereafter called the "premises") to be occupied exclusively as a private residence by The Tenant and household. The Tenant UNIT NUMBER is «UnitNo»

The Tenant's Account Number is: «ClientApplicationNum»

The development number is: «ProjectNo»

The development name is: «ProjectName»

Tenant's Auto License number is \_\_\_\_\_ Make \_\_\_\_\_

Model \_\_\_\_\_ Auto VIN No. \_\_\_\_\_

2. **Household Composition:** The Tenant's household is composed of the individuals listed below. (Other than the Head or Spouse, each household member should be listed by age, oldest to youngest. All members of the household over age 18 shall execute the lease.

| «Member1»  | «MemberREL1»  | «MemberDOB1»  | «MemberAge1»  | «MemberSSN1»  |
|------------|---------------|---------------|---------------|---------------|
| «Member2»  | «MemberREL2»  | «MemberDOB2»  | «MemberAge2»  | «MemberSSN2»  |
| «Member3»  | «MemberREL3»  | «MemberDOB3»  | «MemberAge3»  | «MemberSSN3»  |
| «Member4»  | «MemberREL4»  | «MemberDOB4»  | «MemberAge4»  | «MemberSSN4»  |
| «Member5»  | «MemberREL5»  | «MemberDOB5»  | «MemberAge5»  | «MemberSSN5»  |
| «Member6»  | «MemberREL6»  | «MemberDOB6»  | «MemberAge6»  | «MemberSSN6»  |
| «Member7»  | «MemberREL7»  | «MemberDOB7»  | «MemberAge7»  | «MemberSSN7»  |
| «Member8»  | «MemberREL8»  | «MemberDOB8»  | «MemberAge8»  | «MemberSSN8»  |
| «Member9»  | «MemberREL9»  | «MemberDOB9»  | «MemberAge9»  | «MemberSSN9»  |
| «Member10» | «MemberREL10» | «MemberDOB10» | «MemberAge10» | «MemberSSN10» |

3. **Term:** The term of this lease shall be one calendar year and may be automatically renewed for the same period unless the resident or a member of the family has violated the requirement for resident performance of community service or participation in an economic self-sufficiency program and/or as stipulated in Part I of the lease. The resident may be given and opportunity to cure the non-compliance in accordance with the Community Service policy which is attached and incorporated herein.

4. **Rent:** Initial rent (prorated for partial month) shall be \$\_\_\_\_\_. \_\_\_\_ and, if applicable, the Tenant shall receive the benefit of \$\_\_\_\_\_. \_\_\_\_ from MHA for Utility Reimbursement (for partial month) paid to the Utility supplier for the period beginning \_\_\_\_/\_\_\_\_/\_\_\_\_ and ending at midnight on \_\_\_\_/\_\_\_\_/\_\_\_\_.

Thereafter, rent in the amount of «TenantNewRent» per month shall be payable in advance on the first day of each month, and shall be delinquent after the fifth (5<sup>th</sup>) business day of each month. A utility reimbursement of \_\_\_\_\_ per month (if applicable) shall be paid to the utility supplier by MHA for the Tenant.

5. **Utilities and Appliances:** MHA-Supplied Utilities.  
If indicated by an (X) below, MHA provides the indicated utility as part of the rent for the premises:

(X) Electricity (X) Natural Gas (X) Heating Fuel (X) Water  
(X) Sewerage Other: \_\_\_\_\_

If indicated by an (X) below, MHA shall provide the following appliances for the premises:

(X) Cooking Range (X) Refrigerator

6. **Utility Allowances:** Tenant-Paid Utilities. If indicated by an (X) below, MHA shall provide Tenant with a Utility Allowance in the monthly amount totaling \$\_\_\_\_\_ for the following utilities paid directly by the Tenant to the Utility Supplier:

( ) Electricity ( ) Gas ( ) Heat ( ) Water  
( ) Sewerage ( ) Trash removal

7. Charges for Excess Appliances (Not applicable to tenants who pay utilities directly to the utility supplier.) Charges for excess appliances are due per the following:

Air Conditioners: An additional charge of \$\_\_\_\_\_ per month will be payable for each air conditioner in the premises for each month of occupancy.

Other Appliances: if checked below, an additional charge of \$\_\_\_\_\_ per month for each month of occupancy for each excess appliance on the premises.

( ) Second Color TV ( ) Second Stereo  
( ) Automatic Washer ( ) Electric Space Heater  
( ) Extra Refrigerator ( ) Other: \_\_\_\_\_

8. **Security Deposit:** Tenant agrees to pay \$100 as a security deposit. See Part I of this lease for information on treatment of the Security Deposit.

9. **Parking Pass:** The parking pass issued to Tenant is \_\_\_\_\_.

10. **Termination:** If the Tenant's fails to quit the premises after termination of the lease and court action is brought against the tenant, the tenant may be required to pay the cost of court and reasonable attorney's fee

11. **Execution:** By Tenant's signature below, Tenant and household agree to the terms and conditions of Part I and II of this lease and all additional documents made a part of the lease by reference.

By signature (s) below I/we also acknowledge that the Provisions of Part I of this Lease Agreement have been received and thoroughly explained to me/us.

|                              |            |
|------------------------------|------------|
| TENANT _____                 | DATE _____ |
| CO-TENANT _____              | DATE _____ |
| ADULT HOUSEHOLD MEMBER _____ | DATE _____ |
| ADULT HOUSEHOLD MEMBER _____ | DATE _____ |
| ADULT HOUSEHOLD MEMBER _____ | DATE _____ |
| MANAGER _____                | DATE _____ |
| WITNESS _____                | DATE _____ |

TENANT'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 program, unless such fraud was fully disclosed to MHA before execution of the lease, or before MHA approval for occupancy of the unit by the Household member. I further certify that all information or documentation submitted by myself or other Household members to MHA 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.

\_\_\_\_\_  
Tenant's Signature

\_\_\_\_\_  
Date

ATTACHMENTS:

If indicated by an (X) below, MHA has provided the tenant with the following attachments and information:

- (X) Part I of this Lease
- (X) Pet Policy
- (X) Standard Maintenance Charges
- (X) Watch Out for Lead Paint Poisoning
- (X) Grievance Procedure
- (X) Housekeeping Standards
- (X) Other: \_\_\_\_\_

STATEMENT ON RECEIPT OF INFORMATION

I/We have received a copy of the above attachments and information including "The Danger of Lead Poisoning to Homeowners" and "The Danger of Lead Poisoning to Renters." The above information has been thoroughly explained to me/us. I/We understand the possibility the lead-based paint may exist in the unit.

I/We understand that the above attachments are a part of this Agreement.

\_\_\_\_\_  
Tenant's Signature

\_\_\_\_\_  
Date

OFFICE ADDRESS\_ «ProjectAddress»

HOURS: 8:00 AM -- 4:30 PM

TELEPHONE NUMBER: «ProjectPhone»