

CHATTANOOGA HOUSING AUTHORITY

DWELLING LEASE

Effective Date: _____

Unit Number: _____

A. PARTIES

This apartment lease ("Lease") is executed between the CHATTANOOGA HOUSING AUTHORITY ("CHA") and the head of household listed below ("Tenant"). Tenant is responsible for performance of all obligations under this Lease. (966.4(a))

<u>Head of Household/Tenant</u>	<u>Sex</u>		<u>Date of Birth</u>	<u>Social Security Number</u>
	M	F		

B. UNIT

CHA, using data provided by Tenant about family income, composition, and needs, leases to Tenant the apartment listed below ("Unit"), subject to the terms and conditions contained in this Lease. Unit is located in a federally aided public housing development ("Development") owned by CHA.

Address: _____ Unit # _____ Development: _____ Bedrooms: _____
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C. HOUSEHOLD MEMBERS (966.4 (a)(1))

(1) Unit is to be occupied only by Tenant and the members of Tenant's household. "Household" shall mean only the Tenant and the persons listed below:

<u>Name of Household Member</u>	<u>Sex</u>		<u>Date of Birth</u>	<u>Relation to Tenant</u>	<u>Social Security Number</u>
	M	F			
	M	F			
	M	F			
	M	F			
	M	F			
	M	F			
	M	F			
	M	F			
	M	F			

(2) If Tenant requests to add an adult Household member (including a live-in aide), that person must first meet all applicable eligibility and screening requirements by completing and submitting an "Addition to the Lease" application along with required documentation. CHA shall make reasonable efforts to accommodate additional eligible persons to Household except if the addition would result in overcrowding of the unit. Household shall not be entitled to any priority or preference with regard to transfer to another unit based on a change in the size of Household except as authorized by CHA's Admissions and Continued Occupancy Policy. Tenant agrees to wait for CHA's approval before allowing an additional person to live in Unit. (966.4 (a)(1),(d)(3)(i))

(3) If Household qualifies to have a live-in aide, the aide shall not have tenancy rights and must first meet all applicable screening requirements. The aide may live in Unit only as long as the Household qualifies for the aide's necessary services.

- (4) If Tenant requests to add a Household member under the age of 18, Tenant must provide court-ordered documentation to prove he/she has permanent custody of the proposed member. For natural births, a birth certificate is sufficient. Temporary custody is not sufficient to add a member.
- (5) Tenant shall report changes in the Household composition (for any reason) to CHA in writing within 10 days of occurrence. Tenant must complete the appropriate form in the management office along with submission of third party verification. (966.4 (c)(2),(f)(3))

D. LEASE TERM AND RENT (966.4 (a)(2))

- (1) The term of Lease shall be for one calendar year and automatically renews month-to-month on the same terms and conditions of the original lease, subject to replacement, modification, or termination at the end of the term or any renewal terms hereof.
- (2) The Tenant has the right to select Flat Rent in the amount of \$_____ per month or Income Based Rent in the amount of \$_____ per month and shall be due and payable in advance on the 1st day of each month, and shall be considered delinquent after the 5th day of the month, except for other provisions outlined in the Admissions and Continued Occupancy Policy. If rent and other charges are not paid within the specified five days, the resident will be assessed a late fee. Residents whose primary source of income is provided by the Federal Government, such as Social Security, SSI, VA or Widow's Pension will be exempt from late fees.. Residents must provide documentation to the site-based Management Office of the source of income. The pro-rated amount for the initial lease period is: \$_____.

This is the flat rent for Unit. This rent is based on the income and other information reported by Tenant.

- (3) Minimum rent is \$50.00 per month if Tenant's income based rent is less than \$50.00 per month, per CHA policy. If CHA changes the minimum rent amount, Tenant will be provided with at least 30 days notice of the new minimum rent amount.
- (4) If CHA calculates Tenant's rent to minimum rent, Tenant may apply for a rent exemption if Tenant meets the criteria in accordance with federal regulations. Tenant may request a copy of the application and explanation of criteria from the management office.
- (5) Rent shall remain in effect unless adjusted by CHA. (966.4 (c))
- (6) Rent and other charges will be paid at the management office. If, within a 12-month period, Tenant should have a second personal check that is returned for insufficient funds, Tenant shall be required to make future payments by money order, credit card, debit card or cashier's check.
- (7) The amount of the Total Tenant Payment and Tenant Rent shall be determined by CHA in accordance with Department of Housing and Urban Development ("HUD") requirements. (966.4 (c)).
- (8) If Tenant fails to pay rent or other charges on time and charges over 30 days are outstanding, then any future payments will be applied to the oldest charges. The CHA reserves its right to accept any payment at any time without condoning a lease violation for which notice has or has not been previously sent. Acceptance of a partial payment or any payment does not waive CHA's rights to proceed under an unlawful detainer warrant to recover possession and any unpaid balance. A history of three (3) or more late/delinquent rental payments within the current annual reexamination period will result in lease termination.
- (9) Tenant shall give notice of vacating Unit and shall be liable for rent through the date that Household vacates Unit. In the absence of a vacate notice, Tenant will be liable for rent through the date that CHA actually learns that Household vacated Unit.
- (10) If Household transfers to another CHA unit, any charges or credits due on Tenant's account shall be transferred to the account for the new unit. Any amounts owed by Tenant to CHA prior to the execution of Lease shall be deemed due under this Lease.

E. FAILURE TO PAY ASSESSMENT OF FEES AND CHARGES

- (1) If Rent is not paid by the 5th day of the month, a late charge shall be assessed which shall not exceed ten percent (10%) of the amount of rent past due. A check returned for insufficient funds shall be considered non-payment of Rent, and in addition to the late charge, a \$25.00 returned check fee will be charged.
- (2) Maintenance charges, excess utility charges, and late payment penalties shall not be due and collectible until two weeks after the Chattanooga Housing Authority gives written notice of the charges.
- (3) In the event legal proceedings are required to recover possession of the Premises, the Tenant will be charged with the actual costs of such proceedings, which may include reasonable attorney's fees, process server fees, and court costs.

F. SECURITY DEPOSIT

- (1) Tenant Responsibilities: Tenant agrees to pay a one-time Security Deposit of \$200.00.
- (2) CHA Responsibilities: CHA will use the Security Deposit at the termination of this Lease for the following purposes:
 - a. To pay the cost of any rent or any other charges owed by Tenant at the termination of this Lease; and
 - b. To reimburse the cost of repairing any intentional or negligent damages to the Unit caused by Tenant, household members, guests or visitors.
- (3) The Security Deposit may not be used to pay rent or other charges while Tenant occupies the Unit. No refund of the Security Deposit will be made until Tenant has vacated, and CHA has inspected the Unit.
- (4) CHA and Tenant or representative will inspect Unit prior to occupancy by Tenant. CHA will give Tenant a written statement of the condition of Unit, both inside and outside, and note any equipment provided with Unit. The statement will be signed by CHA and Tenant and a copy of the statement will be retained in Tenant's folder.
- (5) The return of a Security Deposit shall occur within 30 days after Tenant moves out. CHA agrees to return the Security Deposit, if any, to Tenant when he/she vacates, less any deductions for any costs indicated above, so long as CHA furnishes Tenant with a written statement of any such costs for damages and/or other charges deducted from the Security Deposit.

G. UTILITIES AND APPLIANCES (966.4 (a)(1))

- (1) If indicated by an (X) below, CHA will supply the utility at no extra cost based upon the Utility Allowance Schedule for the Property. Any amounts used over and above the allotted amount will be billed to the Tenant at the current utility rate.
 - Electricity Natural Gas Heating Fuel Water
 - Sewer Service Trash Collection

CHA will not be liable for the failure to supply utility service for any cause whatsoever beyond its control.

- (2) If indicated by an (X) below, CHA will supply the following appliance at no extra cost:
 - Cooking Range Refrigerator Other: _____
- (3) Tenant agrees not to waste the utilities provided by CHA and to comply with any requirement or guideline of any governmental entity regulating utilities or fuels.
- (4) Tenant agrees not to use space heaters in Unit.

H. OTHER CHARGES

Tenant is responsible for the payment of other charges, which may include the following: (966.4 (b)(2))

- (1) The cost for services or repairs to Unit, common areas or grounds, beyond normal wear and tear, caused by Tenant, Household, guests or visitors. If CHA determines that damage is not caused by normal wear and tear, Tenant shall be charged for the cost of repairs in accordance with the Tenant Payment for Damage Schedule posted by CHA. If the work is not listed on the Tenant Payment for Damage Schedule, Tenant shall be charged the actual cost to CHA for the labor and materials needed to complete the work. (966.4 (b)(2))

- (2) If utilities are provided by CHA at Development, then a charge shall be assessed for excess utility consumption due to the operation of major Tenant-supplied appliances. Tenant must receive written approval from CHA for the addition of a major appliance. (966.4 (b)(2))
- (3) Tenant shall notify CHA of installation of an air conditioner in Unit. CHA will charge \$50.00 per month for the months of May, June, July, August, and September per air conditioner at Emma Wheeler Homes. In addition, the CHA will charge a \$20.00 per month "surcharge" for the months of May, June, July, August, and September to any resident who resides in a High Rise Development where the CHA furnishes electricity.

I. TERMS AND CONDITIONS

The following terms and conditions of occupancy are part of the Lease.

- (1) Tenant shall have the right to exclusive use and occupancy of Unit for Tenant and Household. (966.4 (d)(1))
- (2) With the prior written consent of CHA, Household may engage in legal profit-making activities in Unit, so long as the activity is incidental to the primary use. The business must meet CHA's rules, health, building, and zoning codes and local licensing requirements and the income must be reported for calculating Tenant rent. (966.4 (d)(2))
- (3) CHA permits Tenant to have overnight guests for a period not exceeding 21 days in a 12-month period. Permission may be granted, upon written approval by the Community Manager, for an extension of this provision. (966.4 (d)(1))
- (4) CHA will consider Tenant's request for a transfer in accordance with CHA's Admissions and Continued Occupancy Policy. If CHA agrees with Tenant's request that the size or design of Unit is no longer appropriate for Tenant's needs, CHA shall send Tenant written notice. Tenant further agrees to accept a new lease for a different unit of the appropriate size or design. (966.4(c)(3)).
- (5) CHA may determine that Tenant must transfer to another unit for reasons including the following: the size of Unit is no longer appropriate for Household composition; to protect the health or safety of Household; to repair, replace, modify, or demolish Unit; or because Household requires special features (e.g. handicap accessibility) not available at Unit. If the CHA makes this determination, then Household shall transfer to an alternative unit upon written notification by CHA that such unit is available. Administrative transfers are subject to the grievance procedure, and a transfer may not be made until either the time to request a grievance has expired or the procedure has been completed. (966.4 (c)(4))
- (6) If Tenant's Unit has special accessibility features and Household does not require these features, Tenant must transfer to a unit without such features if an applicant or tenant with a disability needs Unit.
- (7) Tenant is responsible to pay any moving costs related to a transfer as indicated above.

J. REDETERMINATION OF RENT, AND FAMILY COMPOSITION

- (1) CHA will re-determine Tenant's rent and examine family composition and unit size at least once per year.
- (2) If Tenant elects to pay Flat Rent, CHA will re-determine income every three years and examine family composition and unit size at least once per year.
- (3) Tenant shall submit a completed Personal Declaration Questionnaire (PDQ) application and shall furnish complete and accurate information within 30 days of CHA's written request (966.4 (c)(2)), including:
 - a. Household Composition (including full name, sex, social security number, and date of birth for each Household Member);
 - b. Each Household Member's income amount, the source of that income, the place of employment, and assets, if applicable.
 - c. Any other information requested by CHA to determine monthly rent, continued eligibility, accessibility needs, and appropriate unit size; and
 - d. Compliance with the 8 hour per month community service requirement, if applicable. (966.209)
- (4) Tenant agrees to comply with CHA requests for authorization to contact third-party sources, present documents for review, and/or provide other suitable forms of verification.
- (5) All changes in Household or income must be reported to CHA within 10 days of the occurrence.

- (6) If Tenant misrepresents, fails to disclose, or fails to disclose in a timely manner, pertinent information affecting Tenant's household income, Tenant shall be required to pay in full to CHA any rent which should have been paid but for Tenant's misrepresentation or nondisclosure.
- (7) Tenant will be notified in writing of any rent adjustment and the effective date. Rent and unit size determinations shall be made in accordance with federal regulations and CHA policy.
 - a. 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 Tenant reported the change in a timely manner, as specified above. The rent shall not be reduced if Tenant's Department of Welfare grant was reduced because Tenant committed fraud or failed to comply with an economic self-sufficiency requirement.
 - b. CHA will process rent increases so that the higher rent becomes effective on the first day of the second month after the circumstances supporting the increase in rent was reported, or should have been reported by Resident to CHA. The rent will increase for the first day following the month the increase should have been reported in those cases of resident misrepresentation, failure to report change in Family composition, or failure to report increase on a timely basis.
 - c. If it is found that the resident has misrepresented to CHA the facts upon which rent is based so that the rent being paid is less than should be charged, then the increase in rent shall be retroactive to the date of the change. In justifiable cases, CHA may take such other action as it deems advisable in accordance with applicable law, including but not limited to, referral for criminal prosecution.
- (8) If Tenant requests an explanation as to how CHA calculated the rent, and Tenant does not agree with the determination, Tenant shall have the right to request a grievance hearing. (966.4 (c)(4))

K. CHA OBLIGATIONS (966.4 (e))

CHA shall be obligated to:

- (1) Maintain Unit and Development in decent, safe, sanitary condition. (966.4(e)(1))
- (2) Comply with the requirements of applicable building codes, housing codes, and HUD regulations materially affecting health and safety. (966.4 (e)(2))
- (3) Make necessary repairs to Unit. (966.4 (e)(3))
- (4) Keep development, building, facilities, and common areas, not otherwise assigned to Tenant for maintenance and upkeep, in clean and safe condition. (966.4 (e)(4))
- (5) Maintain CHA supplied systems and appliances in good and safe working order. This includes elevators, electrical, plumbing, sanitation, heating, and ventilation systems. (966.4 (e)(5))
- (6) Provide and maintain dumpsters and/or other trash containers for the disposal of trash and garbage. This excludes trash containers for Tenant's own use. (966.4 (e)(6))
- (7) Supply running water and reasonable amounts of hot water and heat according to law, except where the building which includes the Unit is not required to be equipped for that purpose, or if Tenant pays for heat and/or water directly to a utility supplier. (966.4 (e)(7))
- (8) Notify Tenant of the specific grounds for any proposed adverse action by the CHA. Such adverse action includes but is not limited to, Lease termination, transfer of Tenant to another unit, or imposition of charges for maintenance and repair, or for excess utility consumption.
- (9) Notify Tenant of the right to request a grievance hearing concerning a proposed adverse action (in any case when the CHA is required to afford Tenant the opportunity for such a hearing).

L. TENANT OBLIGATIONS (966.4 (f))

Tenant and Household shall be obligated:

- (1) Not to assign Lease, nor sublease Unit. (966.4 (f)(1))
- (2) Not to permit guests, visitors, or others who are not Household members to stay in Unit in excess of 21 days in a 12 month period without the advance written consent of CHA.
- (3) To be responsible for the behavior and actions of guests, visitors, or others who are not Household members.
- (4) To use Unit solely as a private residence for Household and not to use or permit its use for any other purpose, unless specifically authorized in writing by CHA. (966.4 (f)(3)). This provision does not prohibit the care of foster children or live-in care of a Household member, provided the accommodation of such persons conforms to the CHA Admissions and Continued Occupancy Policy, and so long as the CHA has granted prior written approval for the foster child(ren), or live-in aide to reside in Unit. (966.4 (f)(3))
- (5) To abide by CHA rules for the benefit and well being of the Development and tenants. These rules shall be posted in the management office and are incorporated by reference in Lease. (966.4 (f)(4))
- (6) To comply with the requirements of applicable state and local building or housing codes that affect health and/or safety of Household. (966.4(f)(5))
- (7) To keep Unit and other areas assigned to Tenant for exclusive use in clean and safe condition. (966.4 (f)(6))
This includes keeping the front and rear entrances and walkways for the exclusive use of Tenant free from hazards and trash and keeping the yard free of debris and litter. An exception to this requirement may be made if Household does not have anyone able to perform tasks because of age or disability. (966.4 (g)). The CHA will impose a fine of a minimum of \$25.00 for each occurrence.
- (8) To dispose of all garbage, rubbish, and other waste from Unit in a sanitary and safe manner. (966.4 (f)(7))
- (9) Not to litter or leave trash and debris in common areas, including hallways, porches and entryways.
- (10) To use CHA facilities in a reasonable manner; this includes elevators, electrical, sanitation, heating, and ventilation systems. (966.4(f)(8))
- (11) Not to destroy, deface, damage, or remove any part of Unit or Development. (966.4 (f)(9))
- (12) To pay reasonable charges (other than for wear and tear) for the repair of damages to Unit, Development, facilities, or common areas caused by Tenant, Household members, guests or visitors. (966.4 (f)(10))
- (13) To act in a manner that will not disturb other tenants' peaceful enjoyment of their accommodations and be conducive to maintaining Development in a decent, safe, and sanitary condition. (966.4 (f)(11))
- (14) Not to engage in any violent or other criminal activity; nor engage in any activity that threatens the health, safety, or right to peaceful enjoyment of residents, or any person on CHA properties, or persons residing in the immediate vicinity of CHA properties.
- (15) Not to possess or engage in any drug- or alcohol-related activity; not to engage in gang activity; not to use or permit the use of cigarettes, e-cigarettes or vaping devices, pipes, cigars or water pipes (hookahs) in or within 25 feet of CHA buildings or other prohibited areas of the property; not to engage in any activity that threatens the health, safety, or right to peaceful enjoyment of residents, or any person on CHA properties, or persons residing in the immediate vicinity of CHA properties. (966.4 (f)(12))
- (16) Not to alter or repair the interior of Unit, including systems and CHA appliances. Tenant will not install additional equipment or major appliances without written consent of CHA. This includes but is not limited to equipment that poses a dangerous liability such as a waterbed and a ceiling fan.
- (17) Not to change locks or install new locks on exterior doors.
- (18) Not to use nails, tacks, screws, brackets, or fasteners on any part of Unit without written authorization by CHA except for a reasonable number of picture hangers.

- (19) To give advance notice to CHA when Tenant will leave Unit unoccupied for at least one calendar week.
- (20) To act in a cooperative manner with neighbors and CHA staff and not to act or speak in an abusive or threatening manner toward neighbors or CHA staff.
- (21) Not to display, use, or possess any illegal firearms (operable or inoperable) or other illegal or offensive weapons anywhere on CHA property.
- (22) To prevent fires and not to store or keep explosive or flammable materials upon Development and/or Unit.
- (23) Not to obstruct sidewalks, passages, elevators, or stairs, and to avoid using these for purposes other than going in and out of Unit.
- (24) Not to hang radio, television antennas, or satellite dishes on or from any part of Unit or Development. Per FCC regulations, satellite dishes are permitted in areas Tenant has exclusive use such as a balcony, deck, or patio.
- (25) Not to place signs of any type in or about Development except those allowed under applicable zoning ordinances and then only after having received written permission from CHA.
- (26) Not to remove signs, flyers or notices posted on CHA property.
- (27) Not to install, keep, store, or use any swimming pools (regardless of size), without written authorization from CHA.
- (28) Not to install trampolines or other equipment or related devices which, in the sole discretion of management, are deemed to be a hazard to safety or danger to residents and other persons.
- (29) Not to keep, maintain, harbor, or board an animal of any nature in Unit except in accordance with CHA's Pet Policy, unless a verified disability warrants the possession of a service animal.
- (30) To remove any personal belongings left in Unit or Development when Tenant leaves, abandons or surrenders Unit. Property left for more than 10 days after Tenant vacates Unit shall be considered abandoned and will be disposed of by CHA. Costs for disposal shall be assessed to Tenant.
- (31) To promptly notify CHA Maintenance Department of any known need for repairs to Unit, and of any known unsafe or unsanitary conditions in Unit, common areas or grounds of Development. Tenant's failure to report the need for repairs in a timely manner shall be considered to contribute to any damage that occurs.
- (32) Not to commit fraud in connection with any federal housing assistance program and not to receive assistance for occupancy of any other unit assisted under any federal housing assistance program during the term of Lease.
- (33) To perform at least 8 hours per month of qualifying community service as specified by CHA, for each adult Household member, unless exempt.
- (34) To remove from CHA property any unlicensed, unregistered (including expired registration), uninsured, or inoperative motor vehicles. Tenant shall not drive or park any motor vehicles in any right-of-way or fire lane not specifically designated for driving or parking and marked by CHA. Any vehicle as described above will be removed without notice from CHA property at Tenant's expense. Tenant shall not repair automobiles, motorcycles, other motor vehicles, or any other heavy machinery anywhere on CHA property.
- (35) Not to prop open building doors for visitors, or throw keys or access cards through windows to visitors. Tenant shall deny entrance to Development to a visitor who is intoxicated or disruptive to other tenants in Development.
- (36) Not to use propane gas grills.
- (37) To take all steps necessary to exclude from the unit and the land immediately surrounding it, anyone on CHA's Trespass List or who has been barred from CHA property.
- (38) To identify a person as a contact in the event of an emergency, or if Tenant becomes unable to comply with terms of Lease.

- (39) To prevent mold by removing moisture accumulation in Unit and notifying CHA of any leak or crack in Unit that will create moisture or mildew. Tenant is responsible for proper ventilation and fresh air in Unit.
- (40) To maintain any mailbox assigned to tenant by the United States Postal Service in good working order and not to vandalize mailbox.
- (41) To promptly report all pest infestations and to comply with all reasonable and necessary pretreatment and post treatment tasks as specified by management or certified Pest Control Company. Failure to report and comply may lead to termination of the lease.
- (42) To comply with self-sufficiency program requirements, including resident training program attendance.

M. DEFECTS HAZARDOUS TO LIFE, HEALTH OR SAFETY

In the event Unit is damaged to the extent that conditions are created that are hazardous to the life, health, or safety of Household: (966.4 (h))

- (1) Tenant shall immediately notify CHA of the damage. (966.4 (h)(1))
- (2) CHA shall be responsible for repair of Unit in a reasonable time. If household, guests or visitors caused the damage, the reasonable cost of the repairs shall be charged to Tenant. (966.4 (h)(2))
- (3) CHA shall offer Tenant a replacement unit, if available, if necessary repairs cannot be made within a reasonable time. (is not required to offer Tenant a replacement Unit if Household member, guests or visitors caused the hazardous condition). (966.4 (h)(3))
- (4) Tenant shall accept any replacement unit offered by CHA.
- (5) In the event CHA 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 Tenant rejects alternative accommodations or if Household, guests or visitors caused the damage. (966.4 (h)(4))

N. INSPECTIONS

- (1) CHA will inspect Unit at least annually to check for needed maintenance, housing quality standards, housekeeping, and other compliance matters. Tenant will receive a written statement of the charges, if any, for repairs or removal of non-approved alterations to Unit. CHA may conduct interim or follow up inspections of Unit if it has cause to believe that an unsanitary or hazardous condition exists, or if Tenant has failed or refused to cooperate with an inspection, maintenance repairs, or pest control.
- (2) CHA will inspect Unit prior to commencement of occupancy by the tenant and at the time Tenant vacates and gives Tenant a written inspection report. Tenant and/or representative may join in such inspection, unless Tenant vacates without notice to CHA. (966.4 (i))

O. ENTRY OF PREMISES DURING TENANCY

- (1) Tenant Responsibilities:
 - a. Tenant agrees that an authorized agent, employee, or contractor of CHA will be permitted to enter Unit during reasonable hours of 8:30 a.m. to 5:00 p.m. for the purposes of performing maintenance, making improvements or repairs, inspecting Unit, or showing Unit for re-leasing. (966.4 (j)(1))
- (2) CHA Responsibilities:
 - a. When Tenant calls to request maintenance on Unit, CHA shall attempt to provide such maintenance within the reasonable hours stated above. If Tenant is absent from Unit when CHA comes to perform maintenance, Tenant's request for maintenance shall constitute permission to enter.
 - b. CHA shall give Tenant at least 48 hours written notice that CHA intends to enter Unit. CHA may enter only at reasonable times. (966.4 (j)(1))
 - c. CHA may enter Unit at any time without advance notification when there is reasonable cause to believe that an emergency exists. (966.4 (j)(2))

- d. If Tenant and all adult Household members are absent from Unit at the time of entry, CHA shall leave in Unit a written statement specifying the date, time and purpose of entry prior to leaving Unit. [966.4 (j)(3)]

P. NOTICE PROCEDURES

- (1) Notice to CHA must be in writing, delivered or sent by first-class mail to the Management Office or to CHA's central office. (966.4 (k)(1)(ii))
- (2) Notice to Tenant must be in writing, delivered to Tenant or to any Household member, or sent by first-class mail. (966.4 (k)(1)(i))

Q. VIOLENCE AGAINST WOMEN (VAWA) PROTECTIONS [24 CFR Parts 5, 91, 880]

- (1) The CHA is not allowed to consider incidents of domestic violence, dating violence, sexual assault or stalking as serious or repeated violations of the lease or other "good cause" for termination of assistance, tenancy or occupancy rights of the victim of abuse.
- (2) The CHA is not allowed to consider criminal activity directly relating to abuse, engaged in by a member of a tenant's household or any guest or other person under the tenant's control, cause for termination of assistance, tenancy, or occupancy rights if the tenant or an immediate member of the tenant's family is the victim or threatened victim of that abuse.
- (3) Tenant may request an Emergency Transfer to another unit or site to escape domestic violence, dating violence, sexual assault, or stalking. For further details, contact the site management office or CHA's attorney at 423-752-4895 and ask for a Violence Against Women Act (VAWA) Notice of Occupancy Rights and an Emergency VAWA Transfer Request form. CHA must keep this information confidential.

R. TERMINATION OF THE LEASE

In terminating Lease, the following procedures shall be followed:

1. Tenant may terminate this Lease by giving 30 days written notice to CHA. Tenant shall leave Unit in as clean and good condition as it was received at the start of the tenancy, reasonable wear and tear excepted, and return all keys to CHA. All Household members and other occupants shall completely vacate Unit by the end of the notice period.
2. Upon Lease termination, eviction by the CHA, abandonment of Unit, or transfer of Household to another unit, Tenant shall remove any personal property left at Unit. Tenant shall be responsible for moving charges. Property left for more than ten days and unclaimed shall be considered abandoned and CHA may dispose of it without liability. Costs of disposal shall be assessed against Tenant.
3. If, through any cause, Tenant who has signed Lease ceases to reside at Unit, Lease shall terminate. Remaining Household members may continue to occupy Unit provided that a qualified and responsible remaining adult Household member enters a new lease agreement with CHA, in accordance with the CHA Residual Tenancy Policy contained in the Admissions and Continued Occupancy Policy.
4. CHA may terminate Lease for: (966.4 (l)(2))
- a. Serious or repeated violation of material terms of Lease, including but not limited to:
 - 1. Failure to pay rent or other payments when due. (966.4 (l)(2))
 - 2. Failure to fulfill Tenant Obligations, as described in Section L.
 - b. Other good cause, such as: (966.4 (l)(2))
 - 1. Criminal activity or alcohol or drug abuse.
 - 2. Discovery after admission of facts that made Tenant ineligible for housing.
 - 3. Discovery of material false statements or fraud by Tenant in connection with an application for assistance or with reexamination of income.
 - 4. Failure of a Household member to comply with community service requirements. (966.4 (l)(2))

5. Failure to sign a lease, lease addendum or housing program certifications or authorizations containing provisions authorized by HUD or required by applicable regulations or by applicable law; failure to sign lease provisions required by changes in size or income of Tenant's household.
5. The CHA will terminate the Lease immediately if any member of the household is charged with any drug-related or other criminal activity, including manufacture or production of methamphetamine on the premises of federally assisted housing. This termination will include criminal activity and drug-related criminal activity by Resident or any member of Resident's household including guests or visitors, whether such activity occurs in Resident's apartment, in the community where Resident's apartment is located, on other public housing premises, or anywhere else. Unless otherwise provided by law, proof of a violation shall not require criminal conviction, but shall be by a preponderance of the evidence. CHA may evict a family when CHA determines that a household member is illegally using or possessing a drug or when CHA determines that a pattern of illegal use of a drug interferes with the health, safety or right to peaceful enjoyment of the premises by other residents.

Any criminal activity by a covered person that threatens the health, safety, or right to peaceful enjoyment of the premises by other residents (including CHA management staff, or threatens the health, safety or right to peaceful enjoyment of their residence by persons residing in the immediate vicinity of the premises, is grounds for termination.

6. CHA shall give written notice of the proposed termination of the Lease of:
 - a. 3 days in the case of a "one strike" violation;
 - b. 30 days for failure to pay rent;
 - c. A reasonable time, not to exceed 30 days considering the seriousness of the situation when the health or safety of other tenants, CHA employees or persons residing in the immediate vicinity of the premises are threatened;
 - d. 30 days in any other case, except that if a State or local law allows a shorter notice period, such shorter notice period shall apply (966.4 (l)(3)(i)(A),(B),(C)).

7. The Notice of Termination

- a. The notice of termination to Tenant shall state specific reasons for the termination, shall inform Tenant of his/her right to make such reply as he/she may wish, and Tenant's right to examine CHA documents directly relevant to the termination or eviction. (966.4 (l)(3)(ii))
 - b. When CHA is required to offer Tenant the opportunity for a grievance hearing, the notice shall also inform Tenant of the right to request such a hearing in accordance with CHA's Grievance Procedure unless a prior notice has informed Tenant of this right. (966.4 (l)(3)(ii))
 - c. Any notice to vacate or to 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 quit must be in writing, and specify that if Tenant fails to quit Unit within the applicable period, appropriate action will be brought against Tenant, and Tenant may be required to pay the court costs and attorney's fees.
 - d. When CHA is required to offer Tenant the opportunity for a grievance hearing concerning the lease termination under CHA's Grievance Procedure, the tenancy shall not terminate (even if any notice to quit under State or local law has expired) until the period to request a hearing has expired, or after such time the grievance process has been completed, if a hearing is requested. (966.4 (l)(3)(iv))
 - e. When CHA is not required to offer Tenant the opportunity for a hearing under the Grievance Procedure and CHA has decided to exclude such grievance for CHA Grievance Procedure, the notice of lease termination shall:
 1. State that Tenant is not entitled to a grievance hearing on the termination;
 2. Specify the judicial eviction procedure to be used by CHA 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
 3. 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))
 - f. CHA may evict Tenant from the unit only by bringing a court action. (966.4 (l)(4)(d))
8. In deciding to evict for criminal activity, CHA shall have discretion to consider (or not to consider) all of the circumstances of the case, including the seriousness of the offense, the extent of participation by or awareness of family members, and the effects that the eviction would have both on family members not involved in the proscribed activity and on the family's neighbors. In appropriate cases, CHA 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 Unit. CHA 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 Unit. (966.4 (l)(5))

S. TENANT HOUSEKEEPING STANDARDS

Tenant is required to abide by the uniform standards for housekeeping set forth below.

(1) Inside the Apartment – GENERAL

- a. Walls: clean, free of dirt, grease, holes, cobwebs, and fingerprints;
- b. Floors: clean, clear, dry and free of hazards;
- c. Ceilings: clean and free of cobwebs;
- d. Windows: clean and egress unimpeded; shades or blinds in good condition;
- e. Woodwork: clean, free of dust, gouges, or scratches;
- f. Doors: clean, free of grease and fingerprints. Doorstops should be present;
- g. Heating units: dusted and access uncluttered;
- h. Trash: disposed of properly and not left in Unit or common areas;
- i. Unit should be free of rodent or insect infestation.

(1) Inside the Apartment – KITCHEN

- a. Stove: clean and free of food and grease;
- b. Refrigerator: clean. Freezer door should close properly and freezer have no more than one inch of ice;
- c. Cabinets: 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;
- d. Exhaust Fan: free of grease and dust;
- e. Sink: clean, free of grease and garbage. Dirty dishes should be washed and put away in a timely manner;
- f. Food storage areas: neat, clean and secured against insects/rodents;
- g. Trash / Garbage: stored in a covered container until removed to the disposal area.

(2) Inside the Apartment – BATHROOM

- a. Toilet and tank: clean and odor free;
- b. Tub and shower: clean and free of excessive mildew and mold. Where applicable, shower curtains should be in place, and of adequate length;
- c. Sink: clean;
- d. Exhaust fans: free of dust;
- e. Floor: clean and dry.

(3) Inside the Apartment – STORAGE AREAS

- a. Linen closet: neat and clean;
- b. Other closets: neat and clean;
- c. Other storage areas: clean, neat and free of hazards.

(4) Outside the Apartment

The following standards apply to all CHA developments, some standards apply only when the area noted is for the exclusive use of Tenant:

- a. Yards: free of debris, trash, and abandoned cars. Exterior walls should be free of graffiti;
- b. Porches (front and rear): clean and free of hazards. Any items stored on the porch shall not impede access to Unit; All furniture on porches must be made exclusively for outdoor use;
- c. Steps (front and rear): clean, and free of hazards;
- d. Sidewalks: clean and free of hazards;
- e. Storm doors: clean, with glass or screens intact;
- f. Parking lot: free of abandoned cars. There should be no car repairs in the lots;
- g. Hallways: clean and free of hazards;
- h. Stairwells: clean and uncluttered;
- i. Laundry areas: clean and neat. Remove lint from dryers after use;
- j. Utility room: free of debris, motor vehicle parts, and flammable materials;
- k. All grills must be maintained on the back of the unit, when not in use.

- I. All trash receptacles must be maintained in clean condition and stored at the rear of the unit at all times except trash pickup day. Any receptacle left out on a non-trash pickup day will be subject to a fine of \$25.00 for maintenance to remove receptacle

No delay or failure by CHA in exercising any right under Lease, and no partial or single exercise of any such right shall constitute a waiver (post or prospective) of that or any other right.

T. MISCELLANEOUS

- (1) If any provision of Lease is found to be void, unenforceable, or illegal, then the remaining provisions shall remain in effect.
- (2) Tenant is responsible for protecting and insuring personal property. Damage to Tenant's belongings resulting from unanticipated events or acts of God will not be reimbursed.
- (3) Tenant warrants that all statements and representations made in the application for CHA housing are truthful. False statements or misrepresentations in the application or made during the rent determination process shall be cause for eviction.
- (4) Neither CHA nor any of its employees has made any representations other than those contained in Lease.
- (5) Lease, any amendments and all documents incorporated by reference, constitute the entire agreement between the parties.
- (6) Tenant acknowledges by signing this Lease Agreement that the CHA is not responsible for, and will not provide fire or casualty insurance for the tenant's personal property.

BY SIGNING THIS LEASE, THE TENANT CERTIFIES THAT:

The Tenant has read, or has had this Lease explained or read to him/her, and the Tenant understands the Lease, and further agrees to be bound by its provisions and conditions as written.

CHATTANOOGA HOUSING AUTHORITY

TENANT

Print Name and Title

Print Name

Signature (Date)

Signature (Date)

