

inform the Property Manager of the birth, adoption or court-awarded custody of a child and must obtain Property Manager approval prior to adding any other person as an occupant of the Dwelling Unit. The Tenant will not allow any person who is not a member of the Tenant's household to use the Dwelling Unit address as that person's address for receiving mail or for other purposes.

4. TENANT RENT AND OTHER PAYMENTS DUE UNDER THE LEASE.

4.1 Rental Payments. The Tenant agrees to make the following rental payments:

(a) ***Monthly Tenant Rent Amount.*** The monthly rent of \$ _____, in this Lease called "**Tenant Rent**," is due on or before the first day of each month beginning _____, 200__ and must be paid to the Property Manager. This monthly Tenant Rent may change for reasons stated in Section 6 of this Lease and in accordance with HUD requirements. If Tenant Rent is not paid on time and the Tenant Rent has not been received by the Property Manager on or before the 5th day of the month in which the Tenant Rent is due, a \$25.00 late fee will be charged. A \$25.00 fee also will be charged for checks returned for insufficient funds or account closed. The initial rental payment may be less than the monthly Tenant Rent amount stated above if the Tenant moves into the Dwelling Unit on some day other than the first day of the month.

(b) ***Tenant Rent Amounts Due When Dwelling Unit Is Vacated.*** If the Tenant wants to end this Lease, the Tenant is responsible for Tenant Rent until the end of the sixty-day (60) notice period, unless the Dwelling Unit is readied **and** the Dwelling Unit is re-rented to a new tenant before the end of the notice period. If the Tenant moves from the Dwelling Unit without giving written notice or without giving proper notice, the Tenant is responsible for Tenant Rent for the month in which the Property Manager receives information that the Dwelling Unit is vacant and for the following month, unless the Dwelling Unit is re-rented to a new tenant before the end of that time period.

4.2 Security Deposit. The Tenant will pay \$ _____ as a security deposit for the Dwelling Unit which will be collected by the Property Manager and held in accordance with state law and HUD regulations. The Tenant may not withhold payment of all or any portion of the Tenant Rent for the last period of this Lease on the grounds that the security deposit should serve as payment of the Tenant Rent.

The security deposit was paid on the following date: _____, 200__. Payment Agreement

4.3 Charges and Fees. Reasonable charges for, but not limited to, maintenance and repair (for reasons other than normal wear and tear), late Tenant Rent payment fees, fees for returned checks, excess consumption of Owner-supplied utilities, and legally allowable court costs are due and collectible two (2) weeks after the Property Manager gives written notice to the Tenant of the charges.

4.4 No Cash Payments. The Property Manager cannot accept cash payments from the Tenant. The Tenant therefore will pay Tenant Rent payments, security deposits and other charges or fees due under this Lease by personal check, cashiers check or money order.

5. UTILITIES AND APPLIANCES.

5.1 Owner-Provided Utilities and Appliances. The Owner will provide running water, garbage collection and sewer services and will furnish a range (stove) and a refrigerator. The cost of these Owner-provided utilities and appliances is included in the Tenant Rent and will be provided to the Tenant without additional cost to the Tenant, except that the Tenant is responsible for the cost of excess consumption of Owner-supplied utilities. Monthly or other periodic billings for water, sewer and refuse removal services that exceed utility allowances identified in the Owner's *Admissions and Continued Occupancy Policies* by fifteen percent (15%) or more will be considered excess consumption. If the Dwelling Unit is equipped with a working dishwasher, clothes washer or clothes dryer when the Tenant initially occupies the Dwelling Unit, the Tenant may use the Owner-supplied appliances. However, the Owner is not responsible for the repair, maintenance or replacement of any Owner-supplied dishwasher, clothes washer or clothes dryer.

5.2 Tenant-Provided Utilities and Appliances. The Tenant is responsible for the cost of gas, electricity, and heat for the Dwelling Unit, including the cost of operating any Owner-supplied appliances. If the Tenant transfers from or otherwise vacates the Dwelling Unit, the Tenant is responsible for paying utilities for the Dwelling Unit until the Tenant vacates the Dwelling Unit or turns in the Dwelling Unit keys, whichever occurs later. The Tenant Rent may be adjusted periodically by the applicable utility allowance (if any). The Owner is not responsible for repairing, maintaining or replacing any appliances other than the refrigerator and range (stove).

6. REEXAMINATION OF RENT; ELIGIBILITY FOR CONTINUED OCCUPANCY; DWELLING UNIT SIZE.

6.1 Reexamination of Tenant Rent. At least once each year, and at other times as described below, the Property Manager will determine whether the Tenant Rent should be changed, verify household size and/or composition, and determine whether the Tenant is eligible for continued occupancy. As requested by the Property Manager at the time of the reexamination, the Tenant must provide accurate current information about:

- (a) **Family Composition.** The number of people in the Tenant's household, their ages, gender and any other information required by the Property Manager, including noncitizen immigration status of household members.
- (b) **Household Income.** The source and amount of income received by everyone in the Tenant's household.
- (c) **Deductions.** Any allowable deductions.

The reexamination for continued occupancy will include a review of the Tenant's rent paying history, Dwelling Unit inspection results and all other lease compliance behavior.

6.2 Interim Reexamination. The monthly Tenant Rent, or the Tenant Rent amount as adjusted under this Section, will remain in effect for the period between regular rent reexamination, unless during such period:

- (a) **Household Changes.** There is an addition or loss of any adult member to the Tenant's household or the addition of any minor not born into the household during the tenancy.
- (b) **Household Income Increases.** There is an increase in monthly gross household income when:
 - (1) An additional adult with income is added to the household, or
 - (2) A household member who previously reported zero or unrealistic income now reports an increased income, or
 - (3) A household member's Earned Income Disregard changes after 12 and 24 cumulative months of increased earnings, or
 - (4) A household member misrepresented or under-reported income or misrepresented or over-reported expenses at annual reexamination to avoid a rent increase.
- (c) **Household Income Decreases.** There is a reported decrease in income or an increase in allowances or deductions that would result in a rent decrease.
- (d) **Temporary Rental Rates.** The current Tenant Rent amount was calculated for a temporary time period due to the inability to accurately predict income for an annual period. This includes, but is not limited to, all households whose total income is zero.

A change in the Tenant's household income or household composition as specified above must be reported to the Property Manager within ten (10) calendar days after the household income or household composition changes.

Increases in Tenant Rent will be effective the first day of the second month following the month in which the change actually occurred. Decreases in Tenant Rent will be effective the first day of the first month following the month in which the change was reported by the Tenant. The Property Manager will mail or deliver a notice of rent adjustment to the Tenant in accordance with Section 14 of this Lease.

Failure by a Tenant to report any increases in household income will result in any rent increase being effective retroactive to the time the increase would have been made had the Tenant reported the household income increase in a timely manner. Failure of a Tenant to report increases in household income during a scheduled rent and income review or as specified under this Paragraph 6.2, or failure to appear for a scheduled rent and income review will be considered a serious and material violation of this Lease and may be grounds for terminating this Lease.

6.3 Change of Dwelling Unit Size. The Property Manager will give notice to the Tenant that the Tenant will be required to move to another dwelling unit, if available, that is decent, safe and sanitary and is of an appropriate size under the following circumstances:

- (a) **Inappropriate Dwelling Unit Size.** The Dwelling Unit is larger or smaller than the Owner's occupancy policies allow for the Tenant's household size and composition; or
- (b) **Inappropriate Dwelling Unit Type.** The Dwelling Unit is otherwise inappropriate for the Tenant's household size or composition including, but not limited to, when a dwelling unit that has accessibility features is occupied by a household that does not need accessibility features; or
- (c) **Repair Work or Other Circumstances.** The Dwelling Unit requires substantial repair or is scheduled for modernization, or is not in decent, safe and sanitary condition, and repair or modernization reasonably requires the Tenant to vacate the Dwelling Unit so repairs or modernization can be undertaken.

The Tenant will be given at least a thirty (30) day notice to transfer to another dwelling unit. The Tenant's failure to move as required by this Section of the Lease may be grounds for termination of this Lease. The Tenant may ask for an explanation stating the specific grounds for the Property Manager's determination. If the Tenant does not agree with the determination, the Tenant has the right to request a hearing under the Owner's *Grievance Procedures*.

7. **OWNER'S OBLIGATIONS.** The Property Manager and/or the Owner will:
- 7.1 **Repair and Maintenance.** Repair and maintain the Dwelling Unit in decent, safe and sanitary condition, and repair and maintain Owner-supplied equipment and appliances except as described under Paragraphs 5.1 and 5.2.
 - 7.2 **Code Compliance.** Comply with requirements of applicable state and local building codes, housing codes and HUD regulations materially affecting health and safety.
 - 7.3 **Owner-Supplied Utilities and Services.** Maintain in good and safe working order and condition electrical, plumbing, sanitary, heating, ventilating and other facilities and appliances, supplied or required to be supplied by the Owner.
 - 7.4 **Trash and Garbage.** Provide and maintain curbside trash or garbage containers for trash or garbage collection services.
 - 7.5 **Water and Heat.** Supply running water and Dwelling Unit heating equipment, all in compliance with applicable state law, local ordinances and HUD regulations. The Tenant is responsible for paying the utility costs of heating water and operating the Dwelling Unit furnace.
 - 7.6 **Alternative Accommodations.** Offer the Tenant a replacement dwelling unit or standard alternative accommodations, if available, if the condition of the Tenant's present Dwelling Unit is hazardous to the life, health or safety of the occupants and the condition cannot be corrected within a reasonable time. Tenant Rent will be abated in proportion to the seriousness of the damage and loss in value as a dwelling unit if repairs are not made within a reasonable time or alternative accommodations are not provided in accordance with this Paragraph, except that no abatement of Tenant Rent will occur if the Tenant rejects the alternative accommodations or if the damage was caused by the Tenant, members of the Tenant's household, guests or persons under the control of the Tenant.
 - 7.7 **Notices.** Give the Tenant reasonable notice of any certifications, releases, information or documentation that must be given to the Property Manager or the Owner, including the date by which any such item must be given. The Property Manager will notify the Tenant of the specific grounds for any proposed adverse action by the Property Manager or the Owner. Adverse actions include, but are not limited to, a proposed lease termination, transfer of the Tenant to another dwelling unit, or imposition of charges for maintenance and repair or for excess consumption of utilities.
8. **OBLIGATIONS OF THE TENANT, HOUSEHOLD MEMBERS AND TENANT GUESTS.** The Tenant agrees to the following Tenant obligations and is responsible for causing members of the Tenant's household, guests and persons under the Tenant's control to comply with the following Lease obligations.
- 8.1 **Tenant Rent Payments.** The Tenant will pay the Tenant Rent by the first of each month.
 - 8.2 **Use of Dwelling Unit for Tenant's Residence.** The Tenant will use the Dwelling Unit only as a private place to live for the Tenant and the members of the Tenant's household listed in Section 3 of this Lease, and will not use the Dwelling Unit or permit its use for any other purpose, including any illegal purpose. This Paragraph does not exclude reasonable accommodation of the Tenant's guests, or incidental profit-making activities as permitted under this Lease.
 - 8.3 **Incidental Profit-Making Activities.** The Tenant will obtain the Owner's consent before the Tenant or any member of the Tenant's household engages in any legal profit-making or business activities in the Dwelling Unit. The Property Manager or the Owner will decide whether such activities are incidental to the primary use of the Dwelling Unit as a residence by the Tenant and members of the Tenant's household. If the Owner gives its prior consent and the Tenant or a member of the Tenant's household engages in any legal profit-making or business activities in the Dwelling Unit, the Tenant and the members of the Tenant's household will comply with all applicable state laws and local ordinances and codes regulating profit-making or business activities on or in residential properties. The Owner may require the Tenant to provide proof of insurance for profit-making or business activities in the Dwelling Unit.
 - 8.4 **Dwelling Unit and Property Conditions.** The Tenant will keep the Dwelling Unit and areas adjacent to the Dwelling Unit assigned for the Tenant's exclusive use in a clean and safe condition and will comply with all obligations imposed on the Tenant by applicable provisions of building and housing codes materially affecting health and safety. The Tenant will refrain from, and will cause household members, guests and persons under the Tenant's control to refrain from: destroying, defacing, damaging or removing any part of the Dwelling Unit; or creating, by act or omission, or permitting to exist any condition in the Dwelling Unit or areas adjacent to the Dwelling Unit which results in a risk to the personal health or safety of any person or damage to property. The Tenant will not disconnect any smoke alarm in the Dwelling Unit and will not disconnect any carbon monoxide detector if the Dwelling Unit is equipped with a carbon monoxide detector. Tenant disconnection of any smoke alarm or carbon monoxide detector is a health and safety violation. The Tenant will immediately notify the Property Owner when any smoke alarm is not operable and when any carbon monoxide detector is not operable. The Tenant will take reasonable precautions to prevent fires and will not store flammable or explosive substances in or near the Dwelling Unit. The Tenant will promptly notify the Property Manager if the Tenant receives notice that the Dwelling Unit itself, or the areas adjacent to the Dwelling Unit, or their condition violates any federal, state or local health, safety, building or housing code and will immediately notify the Property

Manager if the Dwelling Unit is damaged to the extent that conditions are created which are hazardous to life, health or safety of the Dwelling Unit occupants.

- 8.5 Damage Repair Charges.** The Tenant will pay reasonable charges for the repair of damages beyond normal wear and tear to the Dwelling Unit or grounds caused by the Tenant, members of the Tenant's household, guests or persons under the Tenant's control. Acceptance of Tenant payments for the repair of damages beyond normal wear and tear does not constitute a waiver of the Owner's right to terminate this Lease for such damages.
- 8.6 Repairs, Alterations, Redecorating and Installations.** Except for Tenant Dwelling Unit maintenance items listed in Section 9, the Tenant will immediately report to the Property Manager any need for repair to the interior or exterior of the Dwelling Unit and areas adjacent to the Dwelling Unit used by the Tenant in connection with the Tenant's occupancy of the Dwelling Unit. The Tenant will not make any repairs or alterations, paint, wallpaper or install any permanently affixed carpet or any equipment including, but not limited to, door locks, without the prior written approval of the Property Manager. The Tenant will not put any holes in the walls and will not place nails, tacks, screws, brackets or fastener on any part of the Dwelling Unit, other than a reasonable number of picture hangers, or make any structural changes in the Dwelling Unit or other structures on the Dwelling Unit property without the prior written approval of the Property Manager. The Tenant will not install or have installed any satellite dishes, antennas or other reception devices, including cables, without the prior written consent of the Property Manager. Installations, if permitted, must comply with all applicable state laws and local codes and ordinances. The Tenant will not install or use clothes washers, clothes dryers, freezers, dishwashers, heaters, air conditioners or other major appliances or equipment that are not provided by the Owner, without prior written approval of the Property Manager. The Tenant will not keep or permit waterbeds or other water-filled furniture in the Dwelling Unit without prior written approval of the Property Manager. Any installations, uses or other actions permitted under this Paragraph with prior written approval of the Property Manager must be made consistent with any reasonable terms or conditions established by the Property Manager.
- 8.7 Garbage and Waste Disposal.** The Tenant will keep all garbage, rubbish and other waste in appropriate disposal containers and will properly dispose of all garbage, rubbish and other waste from the Dwelling Unit itself and the areas adjacent to the Dwelling Unit in a sanitary and safe manner consistent with applicable state laws and local ordinances and codes.
- 8.8 Dwelling Unit Equipment, Appliances and Utilities.** The Tenant will use only in a reasonable manner all Owner-supplied appliances and all electrical, plumbing, sanitary, heating, ventilating, air conditioning and other facilities and equipment in the Dwelling Unit and any common facilities or common areas (if any). The Tenant will not waste any utilities provided by the Owner.
- 8.9 Vehicles.** The Tenant will park vehicles only in designated or permitted parking areas and in a manner that will not obstruct traffic, and will not permit any vehicle to remain in the Dwelling Unit driveway or other designated parking area when the vehicle no longer is in operating condition or is not properly licensed and registered. The Tenant will not drive or park on the lawn or sidewalks. The Tenant and members of the Tenant's household will comply with all local ordinances and codes regulating on-street parking and all local ordinances and codes regulating the storage and parking of vehicles on or near residential properties. The Property Manager may, at the Tenant's expense, tow any vehicle that is inoperable or not properly licensed or registered.
- 8.10 Prohibited Criminal, Drug-Related, Alcohol Abuse and Other Activity.** The Tenant assures that: (a) the Tenant and no member of the Tenant's household or any guest engages in any criminal activity that threatens the health, safety or right to peaceful enjoyment of the Premises by other residents, or engages in any drug-related criminal activity or drug-related illegal activity *on or off* the Premises; and (b) no person under the Tenant's control engages in any criminal activity that threatens the health, safety or right to peaceful enjoyment of the Premises by other residents, or engages in any drug-related criminal activity or drug-related illegal activity *on* the Premises. The Tenant also is obligated to assure that the Tenant and no member of the Tenant's household or any guest or person under the Tenant's control engages in an abuse or pattern of abuse of alcohol that affects the health, safety or right to peaceful enjoyment of the Premises by other residents. Any criminal, drug-related or other activity in violation of the preceding sentence is cause for termination of the tenancy and eviction from the Dwelling Unit. The term "drug-related criminal activity" means the illegal manufacture, sale, distribution or use of a drug, or the possession of a drug with intent to manufacture, sell, distribute or use the drug. "Drug" means a controlled substance as defined in section 102 of the federal Controlled Substances Act (Title 21 United States Code section 802).
- 8.11 Fraud.** The Tenant and members of the Tenant's household will not commit any fraud in connection with the federal public housing program or any other federal housing assistance program, including the receipt of assistance for occupancy of another dwelling unit assisted under any federal housing assistance program during the term of this Lease.
- 8.12 Prohibited Assignments, Subleases, Boarders and Lodgers.** The Tenant will not assign or transfer this Lease. The Tenant will not sublease the Dwelling Unit or use the Dwelling Unit to provide housing for boarders or lodgers.

- 8.13 Homeowner Association Rules and Regulations.** If the Dwelling Unit is located within a town home development or other development, the Tenant will strictly comply with the homeowner association bylaws and administrative rules and regulations, as they may be amended from time to time, and with the covenants, conditions and restrictions set forth in the declaration or in the Owner's deed to the Dwelling Unit. Unless otherwise provided by law or HUD regulations, if there is a discrepancy or conflict between the provisions of this Lease and the homeowner association bylaws, rules and regulations, the most restrictive shall apply. A copy of the applicable homeowner association declaration, bylaws, rules and regulations will be provided to the Tenant and are made a part of this Lease by reference. The Tenant shall be liable to the Owner for any damage claims or assessments made against the Owner for damages to common areas or facilities caused by the Tenant, members of the Tenant's household, guests and persons under the Tenant's control.
- 8.14 Pets and Other Animals.** The Tenant will not have any dogs, cats, fowl, snakes or other animals in the Dwelling Unit or areas adjacent to the Dwelling Unit, except fish in an approved aquarium and small caged birds kept as pets in accordance with Section 10 of this Lease, or service animals. The Tenant and members of the Tenant's household will comply with all applicable federal and state laws and all county and local codes and ordinances governing the care and keeping of animals or regulating pets and animals on or in residential properties.
- 8.15 Reasonable Access to Dwelling Unit.** Subject to the notice requirements, the Tenant will permit the Property Manager, the Owner, and repair or maintenance personnel reasonable access to the Dwelling Unit and areas adjacent to the Dwelling Unit for the purpose of: performing repair or maintenance work or making necessary improvements; performing periodic interior and exterior inspections of the Dwelling Unit, which may include monthly inspections of the interior of the Dwelling Unit during the first six (6) months after the signing of this Lease, and quarterly inspections of the interior of the Dwelling Unit after the initial six (6) months; showing the Dwelling Unit to prospective new tenants; and for other purposes permitted by this Lease or by law.
- 8.16 Community Service/Economic Self-Sufficiency Requirements.** The Tenant and adult members of the Tenant household will comply with any applicable community service or economic self-sufficiency requirements in accordance with federal law and HUD regulations. This Lease will not automatically renew annually as provided in Section 2 if household members required to perform community service or participate in an economic self-sufficiency program fail to comply with the service and participation requirements.
- 8.17 Disturbances.** The Tenant will not disturb other tenants or neighbors and will prevent disturbances of other tenants or neighbors by members of the Tenant's household, guests or other persons under control of the Tenant. The Tenant will not engage in or allow members of the Tenant's household, guests or other persons under the Tenant's control to engage in any activity, including criminal activity, which impairs the physical or social environment of the Dwelling Unit or the neighborhood.

9. TENANT RESPONSIBILITIES FOR DWELLING UNIT MAINTENANCE.

- 9.1 Areas Adjacent to the Dwelling Unit.** The Tenant will maintain in good repair any garage facilities and other structures associated with the living unit and all driveway areas, walkways, stairs, landings, hallways, grounds, patios, decks and landscaping adjacent to the Dwelling Unit. The Tenant will keep the driveway and sidewalks connected with the Dwelling Unit free and clear of ice and snow and will otherwise comply with all applicable local codes and ordinances governing streets, sidewalks and driveway entrances in residential areas.
- 9.2 Dwelling Unit Maintenance and Lawn Care.** The Tenant will keep the Dwelling Unit and areas adjacent to the Dwelling Unit in good repair. The Tenant is responsible for replacing burned out light bulbs, including light bulbs in the refrigerator and stove, at the Tenant's own expense. At the Tenant's own expense, the Tenant will: maintain the front and back yards of the Dwelling Unit property in a neat and orderly manner at all times; mow and water the lawn; keep yard and landscape areas free from weeds; re-seed worn lawn areas; water trees; and rake, bag and properly dispose of leaves and other debris. The Tenant will comply with all applicable state laws and local codes and ordinances regulating weed and vermin control.
- 9.3 Special Circumstances and Assistance.** If the Tenant is unable to maintain the Dwelling Unit or grounds due to the Tenant's age or disability, the Tenant must notify the Property Manager and, subject to verification of the Tenant's inability to maintain the Dwelling Unit due to age or disability, the Property Manager will arrange for necessary repair and maintenance.
- 9.4 Corrective Action and Expenses.** If, after notification from the Property Manager of the requirement for corrective action, the Tenant neglects to maintain in good repair the Dwelling Unit, the grounds or the areas adjacent to the Dwelling Unit, the Tenant will be required to pay to the Owner all expenses necessary for the Owner or its Property Manager to maintain or repair the Dwelling Unit, the grounds or other areas adjacent to the Dwelling Unit.

10. PET POLICY AND PET DEPOSIT.

10.1 Compliance with Pet Policies. The Tenant agrees to comply with all terms and conditions of the pet policies contained in the Owner's *Admissions and Continued Occupancy Policies*, a copy of the pet policies will be provided to the Tenant by the Property Manager should a pet be approved.

10.2 Limits on Pets and Registration. With prior written approval of the Property Manager, the Tenant may keep as a pet up to two (2) small caged birds, which must be enclosed in a cage at all times. The Tenant also may keep fish. No more than one (1) aquarium is permitted in the Dwelling Unit. The aquarium shall not exceed fifteen (15) gallons and must be maintained on an approved stand. The Tenant agrees to register each pet with the Property Manager before bringing the pet on the Premises. The Tenant is responsible for and must properly care for all permitted Tenant pets in accordance with the Owner's pet policies. The Tenant may not construct or install any fencing and may not alter the Dwelling Unit or any patio, premises or common areas to create an enclosure for any pet. Pets and animals not owned by the Tenant are not permitted in the Dwelling Unit or areas adjacent to the Dwelling Unit. The pet restrictions do not apply to service animals that assist, support or provide services to persons with disabilities.

11. RENTERS INSURANCE. The Tenant is responsible for the personal property of the Tenant and household members, and the personal property of guests and visitors. Neither the Owner nor the Property Manager is responsible for personal property that may be stolen or that may be damaged due to accident, flood, fire or natural disaster whether the personal property is in the Dwelling Unit or stored in the garage or other Dwelling Unit structures, and neither the Owner's nor the Property Manager's insurance covers such losses or damages. The Tenant is encouraged to obtain the Tenant's own household or renter's insurance, the cost of which is the Tenant's responsibility.

12. TERMINATION OF THE LEASE.

12.1 Termination of Lease by the Owner. The Owner or its Property Manager will not terminate or refuse to renew this Lease and will not evict the Tenant from the Dwelling Unit except for serious or repeated violation of material terms of this Lease, for other good cause, or as permitted or required by law or HUD regulations. Serious violations of the Lease and other good cause include, but are not limited to:

- (a) ***Failure to Supply Information, Discovery of New Facts, and False Statements or Fraud.*** Failure of the Tenant to timely supply to the Owner or its Property Manager any certifications, releases, information or documentation on Tenant and household income, assets or composition; discovery after admission of facts that make the Tenant ineligible for public housing assistance; discovery of material false statements or fraud by the Tenant or any other member of the household in connection with an application for assistance or with reexamination of income; or furnishing false or misleading information concerning illegal drug use, alcohol abuse, or rehabilitation of illegal drug users or alcohol abusers.
- (b) ***Nonpayment of Tenant Rent and Other Obligations.*** Nonpayment of Tenant Rent or other charges or fees under this Lease, or nonpayment under a repayment agreement with the Owner or another housing agency for the repayment of monies owed to the Owner or another housing agency.
- (c) ***Shut-Off of Utilities and Services.*** Shut-off, threatened shut-off or nonpayment of utilities and services for which the Tenant is responsible.
- (d) ***Transfers.*** Failure to accept a transfer for reasons stated in this Lease or as required by HUD regulations.
- (e) ***Criminal and Drug-Related Activity or Alcohol Abuse.*** Any of the following: (1) the Tenant or any member of the Tenant's household has ever been convicted of drug-related criminal activity for manufacture or production of methamphetamine on the premises of federally assisted housing; (2) drug-related criminal activity or drug-related illegal activity engaged in *on or off* the Premises by the Tenant, any member of the Tenant's household or guest, and any drug-related activity engaged in *on* the Premises by any other person under the Tenant's control; (3) the Tenant, any member of the Tenant's household, a guest or another person under the Tenant's control engaged in criminal activity that threatens the health, safety, or right to peaceful enjoyment of the Premises by other residents or threatens the health, safety, or right to peaceful enjoyment of their residences by persons residing in the immediate vicinity of the Premises; or (4) the Tenant or any member of the Tenant's household engaged in abuse or pattern of alcohol abuse that threatens the health, safety, or right to peaceful enjoyment of the Premises by other residents. The Owner or its Property Manager may evict the Tenant when the Owner or its Property Manager determines that a household member is illegally using a drug or when the Owner or its Property Manager determines that a pattern of illegal drug use interferes with the health, safety, or right to peaceful enjoyment of the Premises by other residents. The Owner or its Property Manager may evict the Tenant by judicial action for criminal activity if the Owner or its Property Manager determines that the Tenant, any member of the Tenant's household, a guest or another person under the Tenant's control has engaged in criminal activity, regardless of whether the covered person has been arrested or convicted for such activity and without satisfying the standard of proof used for a criminal conviction.

- (f) **Registered Sex Offenders.** Permitting any person to occupy the Dwelling Unit who is subject to a lifetime registration requirement under a sex offender registration program of any state. Federal law prohibits admission to federally assisted housing if any member of the household is subject to a lifetime registration requirement under a state sex offender registration program.
- (g) **Fugitive Felons or Parole Violators.** The Tenant or a member of the household is fleeing to avoid prosecution, or custody or confinement after conviction for a crime, or attempt to commit a crime, that is a felony (or felony-level crime) under the laws of the place from which the individual flees, or is violating a condition of probation or parole imposed under federal or state law.
- (h) **Noneligible Immigration Status.** Knowingly permitting an individual who is ineligible for assistance because of the individual's immigration or noncitizen status to reside in the Dwelling Unit when such residency is prohibited by federal law or HUD regulations.
- (i) **Failure to Accept New Lease.** Failure of the Tenant to accept the offer of a revised Lease.
- (j) **Failure to Perform Community Service.** Failure of the Tenant or a member of the Tenant's household to comply with the community service requirements of federal housing law and HUD regulations—as grounds only for nonrenewal of the Lease and termination of tenancy at the end of the twelve-month lease term.
- (k) **Failure to Fulfill Tenant Lease Obligations.** Failure to fulfill the Tenant obligations listed in Sections 8, 9 and 10 of this Lease.

12.2 Automatic Termination of Lease for Methamphetamine Convictions and Illegal Drugs on the Premises. Under federal law, the Owner must immediately terminate the Tenant's tenancy of the Dwelling Unit if the Owner determines that the Tenant or any member of the Tenant's household has ever been convicted of drug-related criminal activity for manufacture or production of methamphetamine on the premises of federally assisted housing. Under Minnesota law, the Tenant automatically promises not to knowingly allow illegal drugs on the Premises and that the Premises will not be used by the Tenant or others acting under the Tenant's control to violate criminal drug laws. The law provides that a breach of this Tenant promise revokes the Tenant's right to possession of the Premises. Minnesota Statutes section 504B.301 further provides that if illegal drugs or other illegal items are seized on the Premises pursuant to Minnesota Statutes section 609.5317, subdivision 1, the Tenant is unlawfully detaining the Premises, unless the Tenant has a defense under Minnesota Statutes section 609.5317, subdivision 3.

12.3 Termination of Lease by Tenant and Tenant's Written Notice. Except as otherwise provided by the Owner's *Admissions and Continued Occupancy Policies*, this Lease may be terminated by the Tenant at any time by giving at least sixty (60) days written notice to the Property Manager on or before the last day of the month that is two months before the month the Tenant intends to vacate the Dwelling Unit. (*Example: A Tenant who intends to vacate the Dwelling Unit by November 30 must give written notice to vacate on or before September 30*). The Tenant must leave the Dwelling Unit in a clean and good condition and return all Dwelling Unit keys to the Property Manager when the Tenant moves out of the Dwelling Unit. Additional rents or charges may be assessed to the Tenant if the Tenant fails to provide proper written notice, fails to leave the Dwelling Unit in a good and clean condition, fails to leave the Dwelling Unit by the termination date or fails to return all Dwelling Unit keys to the Property Manager.

12.4 Signing Tenant Leaves the Dwelling Unit. If the signer(s) of the Lease no longer is a member of the Tenant's household, this Lease will terminate. A new lease may be executed and signed by all remaining adult members of the household if those persons have not violated the terms and conditions of this Lease and the family continues to be eligible for low-income housing.

12.5 Termination of Lease Upon Tenant Transfer. If the Tenant transfers to another dwelling unit operated by the Owner, this Lease will terminate and a new lease will be executed for the new dwelling unit into which the Tenant moves.

12.6 Owner's Written Notice of Lease Termination or Nonrenewal. The Property Manager will give the Tenant written notice of termination of this Lease as follows:

- (a) **Nonpayment of Tenant Rent.** Fourteen (14) calendar days in the case of the Tenant's failure to pay Tenant Rent.
- (b) **Health and Safety Issues.** A reasonable time (but not more than thirty (30) calendar days) depending on the seriousness of the situation if: (1) the health or safety of other residents, Owner or Property Manager employees or agents, or persons residing in the immediate vicinity of the Premises is threatened; (2) any member of the Tenant's household has engaged in any drug-related criminal activity or drug-related illegal activity, or violent criminal activity; or (3) any member of the Tenant's household has been convicted of a felony.
- (c) **Other Cases.** Thirty (30) days in all other cases, unless a state or local law allows for a shorter notice period, in which case the shorter period shall apply.

If the Property Manager terminates this Lease, the Property Manager will give the Tenant a written notice which states the reasons for the termination, informs the Tenant of the Tenant's right to reply, and informs the Tenant of the Tenant's rights under the Owner's *Grievance Procedures*.

12.7 Owner's Right to Terminate Lease Not Waived. Acceptance of rent with knowledge of good cause for termination of this Lease will not be considered a waiver of the Owner's right to terminate this Lease on the basis of such good cause nor of the Owner's right to assert such good cause in any legal action.

12.8 Tenant's Failure to Timely Vacate the Dwelling Unit. If the Tenant continues to occupy the Dwelling Unit after the termination of this Lease, the Tenant agrees to pay the reasonable value of the use of the Dwelling Unit for the period that the Tenant continues to occupy the Dwelling Unit. The reasonable value for the use of the Dwelling Unit is equivalent to the amount of Tenant Rent for such period. However, such payments shall not constitute rent and by accepting such payments the Owner does not waive its right to assert any lease violations in any legal action.

13. DWELLING UNIT INSPECTIONS AND ENTRY BY PROPERTY MANAGER OR OWNER.

13.1 Move-In Inspection. Before the Tenant moves into the Dwelling Unit, the Tenant (or the Tenant's representative) and the Property Manager must inspect the Dwelling Unit. The Property Manager will give the Tenant a written statement or checklist of the Dwelling Unit conditions and the equipment and appliances provided with the Dwelling Unit. The statement or checklist will be verified and signed by the Property Manager and the Tenant. A copy of the statement or checklist will be kept by the Property Manager in the Tenant's file and will be used to assess damages, if any, upon move-out.

13.2 Interim Inspections. The Property Manager may enter the Tenant's Dwelling Unit as follows:

(a) ***Entry for Reasonable Business Purposes with Notice.*** The Property Manager will provide the Tenant with at least one (1) day's written notice stating the business purpose of its entry into the Dwelling Unit, except when the Property Manager and the Tenant mutually agree the Property Manager or its personnel or agents may enter the Dwelling Unit on less than one day's notice for reasonable business purposes. Unless otherwise scheduled with the Tenant, entry by the Property Manager will occur between the hours of 8:00 a.m. and 5:00 p.m. for reasonable business purposes including, but not limited to: performing routine or periodic inspections and maintenance work; allowing inspections by federal, state, county or city officials charged in the enforcement of health, housing, building, fire prevention or housing maintenance codes; pest control operations; making improvements or repairs; showing the Dwelling Unit to prospective tenants during the notice period before the Lease terminates or after the Tenant has given notice to move; the Tenant is causing a disturbance within the Dwelling Unit; the Property Manager has a reasonable belief that the Tenant is violating the Lease within the Tenant's Dwelling Unit; the Property Manager has a reasonable belief that the Dwelling Unit is being occupied by an individual without a legal right to occupy the Dwelling Unit; or the Tenant has vacated the Dwelling Unit.

(b) ***Emergencies.*** The Property Manager may enter the Dwelling Unit at any time without advance notification when there is reasonable cause to believe an emergency exists that requires immediate attention or when immediate entry is necessary to: prevent injury to persons or property because of conditions relating to maintenance, building security or law enforcement; determine the Tenant's or members of the household's safety; or comply with local ordinances regarding unlawful activity occurring within the Dwelling Unit.

(c) ***Household Members' Absences.*** If the Tenant and all adult members of the household are absent at the time of entry, the Property Manager will leave a written statement in the Dwelling Unit specifying the date, time and purpose of the entry prior to leaving the Dwelling Unit.

13.3 Move-Out Inspection. When the Tenant moves out of the Dwelling Unit, the Property Manager will inspect the Dwelling Unit and will furnish the Tenant with a written statement of damages (if any) and charges for which the Tenant is responsible. If the Tenant moves out after business hours or on a weekend or holiday, the Property Manager will inspect the Dwelling Unit on the next business day after the Tenant vacates the Dwelling Unit. The Property Manager will give the Tenant the opportunity to be present at the move-out inspection by giving the Tenant prior written notice, within a reasonable time, of the time and date of the move-out inspection. No notice will be provided if the Tenant vacates the Dwelling Unit without notice to the Property Manager.

14. LEGAL NOTICES.

14.1 Written Notices to Tenant. Except as otherwise stated in this Lease, any notice to the Tenant from the Property Manager or the Owner will be in writing and either will be delivered personally and handed to the Tenant, or another adult member of the Tenant's household residing in the Dwelling Unit, or will be sent to the Dwelling Unit address identified on Page 1 of this Lease by prepaid first class mail properly addressed to the Tenant. If the Tenant is visually impaired, all notices will be in an accessible format upon request of the Tenant.

- 14.2 Written Notices to Property Manager.** Except for notices that must be given to the Owner as stated in Section 20, all notices from the Tenant should be sent or delivered to the Property Manager. The notices must be in writing, and either must be delivered to the Property Manager at the Property Manager's offices, or properly addressed and sent by first class mail to the Property Manager's offices.
- 15. ABANDONMENT OF THE DWELLING UNIT.** If the Tenant is absent from the Dwelling Unit for fourteen (14) consecutive days and Tenant Rent is owed, the Owner and its Property Manager have the right to consider that the Tenant has abandoned the Dwelling Unit. Any of the Tenant's personal property remaining in the Dwelling Unit or on the Premises will be considered abandoned and may be stored and disposed of by the Property Manager according to Minnesota law.
- 16. GRIEVANCE PRODEDURES.** Except as otherwise provided by this Lease, the Owner's *Grievance Procedures* and HUD regulations, all disputes about this Lease or about the obligations of the Tenant, the Tenant's household, or the Owner or its Property Manager will be processed and resolved in accordance with the Owner's *Grievance Procedures* which are in effect at the time the dispute arises. The Owner's *Grievance Procedures*, which are available for review at the Owner's offices, are made a part of this Lease by reference.
- 17. OWNER'S ADMISSIONS AND CONTINUED OCCUPANCY POLICIES.** The *Admissions and Continued Occupancy Policies* referred to in this Lease, as approved and amended from time to time by the governing body of the Metropolitan Council, are made a part of this Lease by reference. The *Admissions and Continued Occupancy Policies* contain policies and procedures governing: program eligibility, applicant selection and continued occupancy; rent calculations; dwelling unit assignments and transfers; leases and lease terminations; pet policies; grievances; admission and move-out hearings; community service requirements; and reasonable accommodation. A copy of the Owner's *Admissions and Continued Occupancy Policies* (and any amendments) is available for review at the Owner's offices and may be examined at any time during business hours.
- 18. CHANGES TO LEASE AND AMENDMENTS.** Changes to this Lease, other than changes in Tenant Rent and family composition, will be made only by a written addendum or amendment signed by both the Tenant and the Property Manager.
- 19. COVENANT NOT TO ALLOW UNLAWFUL ACTIVITIES.** In accordance with Minnesota Statutes section 504B.171, the Tenant and the Owner agree that neither will: unlawfully allow controlled substances in the Premises or in any common areas; allow prostitution or prostitution-related activity to occur on the Premises or in any common areas; allow the unlawful possession or the unlawful use of a firearm on the Premises or in any common areas; or allow stolen property or property obtained by robbery in the Premises or in any common areas. The Tenant and the Owner further agree that the Premises or any common areas will not be used by either the Tenant or the Owner or others acting under the control of either to manufacture, sell, give away, barter, deliver, exchange, distribute, purchase, or possess a controlled substance in violation of any criminal provision of Minnesota Statutes Chapter 152. A breach of these covenants voids the Tenant's right to possession of the Dwelling Unit or Premises. Unless otherwise provided by law, proof of violation of the unlawful activities described in this Section and proof of violation of criminal activities described in any other Section of this Lease shall not require criminal conviction, but shall be by the preponderance of the evidence.
- 20. LANDLORD OR AGENT DISCLOSURE; NOTICES.** In accordance with Minnesota Statutes section 504B.181, subdivision 1, the Owner makes the following disclosures:

20.1 Authorized Manager of the Premises. The Property Manager identified below is the property management company hired by the Owner to manage the Dwelling Unit and authorized to manage the Premises on behalf of the Owner:

Kingwood Management	Telephone: (651) 439-7812
P.O. Box 2190	Facsimile: (651) 430-8430
Stillwater, Minnesota 55082	

Notices required under this Lease, notices required by law and correspondence regarding the operation, maintenance and repair of the Dwelling Unit should be sent to the Property Manager at the mailing address listed above. At the Owner's discretion, the Owner may perform any or all of the Property Manager management functions identified in this Lease.

20.2 Owner's Address and Authorized Agent for Service of Process. The Owner's address and contact numbers are:

Metropolitan Council / Metro HRA	Telephone: (651) 602-1187
Family Affordable Housing Program	Facsimile: (651) 602-1442
Mears Park Centre	
230 East Fifth Street	
Saint Paul, Minnesota 55101	

Except for notices and correspondence regarding the operation, maintenance and repair of the Dwelling Unit which should be sent to the Property Manager, the Metropolitan Council's **Community Development Division Director** is the person authorized by the Owner to accept service of process and receive and give receipt for such notices and demands.

21. **LEAD WARNING STATEMENT AND DISCLOSURE.** In accordance with the federal Residential Lead-Based Paint Hazard Reduction Act of 1992 (Title 42 United States Code section 4852d) and HUD regulations (Title 24 Code of Federal Regulations Part 35), the Owner makes the following lead warning statement and disclosure:
- 21.1 **Lead Warning Statement.** Housing built before 1978 may contain lead-based paint. Lead from paint, paint chips, and dust can pose health hazards if not managed properly. Lead exposure is especially harmful to young children and pregnant women. Before renting pre-1978 housing, lessors must disclose the presence of lead-based paint and/or lead-based hazards in the dwelling. Lessees must also receive a federally approved pamphlet on lead poisoning prevention.
- 21.2 **Disclosure.** The Owner has no knowledge of lead-based paint and/or lead-based paint hazards in the Dwelling Unit that have not been abated in accordance with HUD regulations. The Tenant should contact the Property Manager if the Tenant has any questions or concerns about any known lead-based paint hazards that may have existed in this Dwelling Unit, any lead-based paint inspection and abatement work that may have occurred in connection with this Dwelling Unit, or would like to see any records or reports pertaining to known lead-based paint or lead-based hazards that may have existed in the Dwelling Unit. A federally approved lead hazard information pamphlet is available from the Property Manager and the Owner.
22. **TENANT RIGHTS.** To obtain information about your rights as a residential tenant, contact the Office of the Minnesota Attorney General for a statement that summarizes the significant legal rights and obligations of landlords and residential tenants of rental dwelling units.
23. **RECEIPT OF LEASE AND OTHER DOCUMENTS BY TENANT.** By signing this Lease, the Tenant acknowledges the Tenant: has received copies of this Lease, the Owner's *Grievance Procedures* and (if applicable) homeowner association declaration, bylaws and administrative rules and regulations; has been informed that the Owner's *Admissions and Continued Occupancy Policies* are posted in or available at the Owner's downtown Saint Paul offices; and understands how this Lease, the Owner's *Grievance Procedures* and the Owner's *Admissions and Continued Occupancy Policies* all apply to the Tenant's occupancy and tenancy of the Dwelling Unit.
24. **POSTING OF POLICIES, RULES AND REGULATIONS.** The following policies, rules, regulations and schedules, which may be modified from time to time by the Owner, either are posted in the Owner's offices or are available from the Owner: schedules of special charges for services, maintenance and repairs beyond normal wear and tear; special charges for excess utility consumption; the Owner's *Grievance Procedures*; and the Owner's *Admissions and Continued Occupancy Policies*.
25. **ADDITIONAL PROVISIONS.** (if any)

By signing below, the Tenant and the Owner (through its Property Manager who executes this Lease on behalf of the Owner) enter into this Lease which is effective on the date shown in Section 2, TERM OF LEASE AND RENEWALS, on Page 1 of this Lease.

TENANT(S)

METROPOLITAN COUNCIL

Signature of Head of Household

By: _____
Signature of authorized
Property Manager personnel

Signature of Household Member 18 and older

Name: _____
Print or type name of authorized personnel

Signature of Household Member 18 and older

Date: _____

Signature of Household Member 18 and older

Date Signed by Tenant(s): _____