

**PART I of the RESIDENTIAL LEASE AGREEMENT:
TERMS AND CONDITIONS
HOUSING AUTHORITY OF THE CITY OF GREENVILLE**

THIS LEASE AGREEMENT (called the "Lease", which includes Parts I and II) is between the Housing Authority of the City of Greenville, called "PHA" or the "Authority") and Resident named in Part II of this lease (called "Resident"). [966.4(a)]

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

Part II of this lease identifies the premises leased and the parties to the lease.

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

Resident agrees to wait for the Authority's approval before allowing additional persons to move into the Premises. Failure on the part of Resident to comply with this provision is a serious violation of the material terms of the lease, for which the Authority may terminate the lease in accordance with Section XIV. [966.4(f)(3)]

- (d) Deletions (for any reason) from the household members named on the lease shall be reported by Resident to the PHA in writing, within ~~10~~ 30 days of the occurrence. [966.4(c)(1)&(2)&(f)(3)]

II.

Lease Term and Amount of Rent

The rent amount is stated in Part II of this Lease, for any initial partial month and successive full months.

- (a) Unless otherwise modified or terminated in accordance with Section XIV or unless not renewed for noncompliance with the community service requirement, this Lease shall automatically be renewed for successive terms of one calendar year. For noncompliance with community service only, the term of the lease is twelve (12) months. [966.4(a)(1)]
- (b) Rent stated in Part II of this lease shall remain in effect unless adjusted by the PHA in accordance with Section VII herein. [966.4(c)]
- (c) The amount of the Total Resident Payment and Resident Rent shall be determined by the PHA in compliance with HUD regulations and requirements and in accordance with the PHA's Admissions and Occupancy Policy. Flat rents have been determined for each housing unit. Each family may choose annually whether to pay the income-based rent or the flat rent. The flat rent for this unit is ____ [966.4(c)]
- (d) **Rent is DUE and PAYABLE in advance on the first day of each month and shall be considered delinquent after the fifth working day of the month.** Rent may include utilities as described in Section VI below, and includes all maintenance services due to normal wear and tear. [966.4(e)(1)&(3)]
- (e) When the PHA makes any change in the amount of the Total Resident Payment or Resident Rent, the PHA shall give written notice to Resident. The notice shall state the new amount, and the date from which the new amount is applicable. Rent re-determinations are subject to the Administrative Grievance Procedure. The notice shall also state that Resident may ask for an explanation of how the amount is computed by the PHA. If Resident asks for an explanation, the PHA shall respond in a reasonable time. [966.4(c)(4)]

III. Other Charges

In addition to rent, Resident is responsible for the payment of certain other charges specified in this lease. The type(s) and amounts of other charges are specified in Part II of this Lease Agreement. Other Charges can include: [966.4(b)(2)]

- (a) Maintenance costs — The cost for services or repairs due to intentional or neglect damage to the dwelling unit, common areas or ground beyond normal wear and tear, caused by Resident, household members or by guests. When the Authority determines that the needed maintenance is not caused by normal wear and tear, Resident shall be charged for the cost of such service, either in accordance with the Schedule of Maintenance Charges posted by the Authority or (for work not listed on the Schedule of Maintenance Charges) based on the actual cost to the Authority for the labor and materials needed to complete the work. [966.4(b)(2)]
- (b) Excess Utility Charges — At developments where utilities are provided by the PHA, a charge shall be assessed for excess utility consumption due to the operation of major Resident-supplied appliances. This charge does not apply to Residents who pay their utilities directly to a utility supplier. [966.4(b)(2)]
- (c) Installation charges for resident-supplied air conditioners.
- (d) Late Charges — A late charge of \$15.00 will be assessed after the 5th working day of the month. [966.4(b)(3)]

The PHA shall provide written notice of the amount of any charge in addition to Resident Rent, and when the charge is due. Charges in addition to rent are due no sooner than two weeks after Resident receives the PHA's written notice of the charge. [966.4(b)(4)]

IV. Payment Location

Rent and other charges can be paid at the Resident Affairs Office, or at other locations specified in Part II of this Residential Lease. The PHA **WILL NOT** accept cash.

V. Security Deposit

- (a) Resident Responsibilities: Resident agrees to pay an amount equal to the greater of \$200.00, or one month's gross rent, whichever is greater. The dollar amount of the security deposit is noted on Part II of this Residential Lease. [966.4(b)(5)]
- (b) The PHA's Responsibilities: The PHA will use the Security Deposit at the termination of this Lease:
 - 1. To pay the cost of any rent or any other charges owed by Resident at the termination of this lease.
 - 2. To reimburse the cost of repairing any intentional or negligent damages to the dwelling unit caused by Resident, household members or guests.

The Security Deposit may not be used to pay rent or other charges while Resident occupies the dwelling unit. No refund of the Security Deposit will be made until after Resident has vacated, and the dwelling unit has been inspected by the Manager or designee on behalf of the PHA.

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

VI. Utilities and Appliances [966.4(b)(1)]

As part of the rent of the Authority will supply water and sewer service.

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

The Authority will provide a cooking range and refrigerator.

Other major electrical appliances, air conditioners, freezers, extra refrigerators, washers, dryers, etc., may be installed

and operated only with the written approval of the Authority. [966.4(b)(2)]

- (b) Resident-paid Utilities: If Resident resides in a development where the Authority does not supply electricity, natural gas or heating fuel, or a cooking range or refrigerator, an Allowance for Utilities shall be established, appropriate for the size and type of dwelling unit for utilities Resident pays directly to the utility supplier. The Total Resident Payment less the Allowance for Utilities equals Resident Rent. If the Allowance for Utilities exceeds the Total Resident Payment, the Authority will pay a Utility Reimbursement to the utility supplier for Resident each month. [913.102]

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The PHA may change the Allowance at any time during the term of the lease, and shall give Resident 60 days written notice of the revised Allowance along with any resultant changes in Resident Rent or Utility Reimbursement. [965.473(c)]

- (c) Resident Responsibilities: Resident agrees not to waste the utilities provided by the Authority and to comply with any applicable law, regulation, or guideline of any governmental entity regulating utilities or fuels. [966.4(f)(8)]
Resident also agrees to abide by any local ordinance or House Rules restricting or prohibiting the use of space heaters.

VII. Terms and Conditions

The following terms and conditions of occupancy are made a part of the Lease:

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

This provision permits reasonable accommodation of Resident's guests or visitors for a period not exceeding seven (7) days each year. Permission may be granted, upon written request to the Manager, for an extension of this provision. [966.4(d)(1)]

- (b) Ability to comply with Lease terms: If, during the term of this Lease, Resident, by reason of physical or mental impairment is no longer able to comply with the material provisions of this lease, and cannot make arrangements for someone to aid him/her in complying with the lease, and the PHA cannot make any reasonable accommodation what would enable Resident to comply with the lease THEN; the PHA will assist Resident, or designated member(s) of Resident's family, to find more suitable housing and terminate Resident's lease. If there are no family members who can or will take responsibility for moving Resident, the PHA will work with appropriate agencies to secure suitable housing and will terminate the Lease. [24CFR8.3]

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

- (c) Redetermination of Rent, Dwelling Size, and Eligibility. The rent amount as fixed in Part II of the Lease Agreement is due each month until changed as described below.
1. The status of each household is to be re-examined at least once a year. However, if Resident has chosen to pay the flat rent, the status of each household will be re-examined once every three years. [960.209]
 2. Resident promises to supply the Authority, when requested, with accurate information about: Household composition, age of household members, income and source of income of all household members, assets, and related information necessary to determine eligibility, annual income, adjusted income, and rent. [966.4(c)(2)]
Failure to supply such information when requested is a serious violation of the terms of the lease and the PHA may terminate the lease.

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

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

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

3. Rent will not change during the period between regular re-examinations, UNLESS during such period: [960.209(b)]

- (a) A person with income joins the household.
- (b) Resident can verify a change in his/her circumstances (such as decline in or loss of income) that would justify a reduction in rent. [913.107]

If a reduction is granted, Resident must report subsequent increases in income within 10 days of the occurrence, until the next scheduled re-examination. (Failure to report within the 10 days may result in a retroactive rent charge.)

(c) It is found that Resident has misrepresented the facts upon which the rent is based so that the rent Resident is paying is less than the rent that he/she should have been charged. The Authority then may apply an increase in rent retroactive to the first of the month following the month in which the misrepresentation occurred.

(d) Rent formulas or procedures are changed by Federal law or regulation.

(e) For families paying flat rent:

- 1. If the PHA determines that the family is unable to pay the flat rent because of financial hardship.
 - i. Upon such a determination, the Housing Authority shall immediately provide for the family to pay rent in the amount determined under income-based rent.
 - ii. Hardship is defined in the housing authority's Admissions and Continued Occupancy Policy.
- 2. If the family has switched from paying flat rent to income-based rent because of financial hardship, the family will be given the option at the next annual reexamination whether to choose income based or flat rent.
- 3. All changes in household composition must be reported to the Housing Manager within 10 days of the occurrence. Failure to report within the 10 days may result in a retroactive rent charge. [966.4(c)(2)]

This Lease will NOT be revised to permit a change of household composition resulting from a request to allow adult children to move back into the unit unless it is determined that the move is essential for the mental or physical health of Resident AND it does not disqualify the household for the size unit it is currently occupying.

(d) Rent adjustments: Resident will be notified in writing of any rent adjustment due to the situation described above. All notices will state the effective date of the rent adjustment.

- 1. In the case of a rent decrease, the adjustment will become effective, for families paying income-based rent *and* for families switching from flat rent to income-based rent because of financial hardship, on the first day of the month following the reported change in circumstances provided Resident reported the change in a timely manner, as specified above (when change is based on new circumstances) or change in Federal law or regulations.
- 2. In the case of a rent increase, when an increase in income occurs after a prior rent reduction and is reported within 10 30 days of the occurrence, the increase will become effective the first day of the 2nd month following the month in which the change was reported.
- 3. In the case of a rent increase due to misrepresentation, failure to report a change in household composition, or failure to report an increase in income (after a reduction in rent per the fixed rent policy), the Authority shall apply the increase in rent retroactive to the first of the month following the month in which the misrepresentation occurred.
- 4. In the case of a rent increase due to a change in Federal law or regulations, the increase will become effective the first day of the second month following the month in which the Authority notifies the Resident of the law or regulatory change.

(e) Transfers [966.4(c)(3)]

1. Resident agrees that if the PHA determines that the size or design of the dwelling unit is no longer appropriate to Resident's needs, the PHA shall send Resident written notice. Resident further agrees to accept a new lease for a different dwelling unit of the appropriate size or design.
2. The PHA may move a Resident into another unit if it is determined necessary to rehabilitate Resident's unit.
3. If a Resident makes a written request for a special unit features in support of a documented disability or handicap, the PHA shall have the choice to modify Resident's existing unit or transfer Resident to another unit with the features requested.
4. A Resident without disabilities or handicaps that is housed in a unit with special features must transfer to a unit without such features should a Resident with disabilities need the unit.
5. In the case of involuntary transfers, Resident shall be required to move into the dwelling unit made available by the PHA. Resident shall be given 15 days time in which to move following delivery of a transfer notice. If Resident refuses to move, the Authority may terminate the Lease. [966.4(c)(3)]
6. Involuntary transfers are subject to the Grievance Procedure, and no such transfers may be made until either the time to request a Grievance has expired or the procedure has been completed. [966.4(c)(4)]
7. The PHA will consider any Resident requests for transfers in accordance with the transfer priorities established in the Admissions and Occupancy Policies.
8. The Authority will consider deconcentration of poverty and income-mixing goals when offering Transfers, including skipping families on the transfer list and offering rent incentives to higher income families moving into lower income developments.

VIII. PHA Obligations [966.4(e)]

The PHA shall be obligated:

- (a) To maintain the dwelling unit and the community in decent, safe, sanitary condition and in good repair; [966.4(e)(1)]
- (b) To comply with the requirements of applicable building codes, housing codes, and HUD regulations materially affecting health and safety; [966.4(e)(2)]
- (c) To make necessary repairs to the dwelling unit; [966.4(e)(3)]
- (d) To keep Community buildings, facilities, and common areas, not otherwise assigned to Resident for maintenance and upkeep, in a clean and safe condition; [966.4(e)(4)]
- (e) To maintain in good and safe working order and condition electrical, plumbing, sanitary, heating, ventilating, and other facilities and appliances, including elevators supplied or required to be supplied with the PHA; [966.4(e)(5)]
- (f) To provide and maintain appropriate receptacles and facilities (except container for the exclusive use of an individual Resident household) for the deposit of ashes, garbage, rubbish, and other waste removed from the premise by Resident as required by this Lease; [966.4(e)(6)]
- (g) To supply running water and reasonable amounts of hot water and reasonable amount of heat at appropriate times of the year according to local custom and usage; EXCEPT where the building that includes the dwelling unit is not required to be equipped for that purpose, or where heat or hot water is generated by an installation within the exclusive control of Resident and supplied by a direct utility connection; [966.4(e)(7)]
- (h) To notify Resident of the specific ground for any proposed adverse action by the PHA. (Such adverse action includes, but is not limited to a proposed lease termination, transfer of Resident to another unit, or imposition of charges for maintenance and repair, or for excess consumption of utilities.) When the PHA is required to afford Resident the opportunity for a

hearing under the PHA grievance procedure for a grievance concerning a proposed adverse action:

1. The Notice of the proposed adverse action shall inform Resident of the right to request such hearing. In the case of lease termination, a notice of lease termination that complies with Section XIV of this lease shall constitute adequate notice of proposed adverse action. [966.4(1)(3)]
2. In the case of a proposed adverse action other than a proposed lease termination, the PHA shall not take the proposed action until time to request such a hearing has expired or (if hearing was timely requested) the grievance process has been completed. [966.4(e)(8)]

(i) To provide reasonable accommodations to disabled persons, [24 CFR 8.20].

(j) To not reduce Resident's rent due to a reduction in welfare assistance when the welfare reduction is a result of :

- (1) Fraud; or
- (2) Failure to participate in an economic self-sufficiency program; or
- (3) Failure to participate in a work activities requirement.

The Authority will verify the above circumstances through the local welfare department through a local agreement with the welfare department to verify such circumstances as quickly as possible.

Refusal to reduce Tenant's rent is not applicable if the welfare reduction results from:

- (1) The expiration of a lifetime limit on receiving welfare benefits; or
- (2) When the family has sought but cannot find employment; or
- (3) The family has complied with welfare program requirements but loses welfare because of a durational time limit.

IX. Resident's Obligations

Resident shall be obligated:

(a) Not to assign the Lease, nor sublease the dwelling unit. [966.4(f)(1)]

(b) 1. Not to give accommodation to boarders or lodgers; [966.4(f)(2)]

2. Not to give accommodation to long term guests (in excess of 7 days) without the advance written consent of the Authority.

(c) To use the dwelling unit solely as a private dwelling for Resident and Resident's household as identified in PART II of the Lease, and not to use or permit its use for any other purpose. [966.4(f)(3)]

This provision does not exclude the care of foster children or live-in care of a member of Resident's household, provided the accommodation of such persons conforms to the Authority's Occupancy standards, and so long as the PHA has granted prior written approval for the foster child(ren), or live-in aide to reside in the unit. [966.4(d)(3)(i)]

(d) To abide by necessary and reasonable regulations promulgated by the PHA for the benefit and well-being of the housing Community and Residents. These regulations are posted in a conspicuous manner in the Community office and incorporated by reference in this Lease. Violation of such regulations constitutes a violation of the Lease. [966.4(f)(4)]

(e) To comply with the requirements of applicable state and local building or housing codes, materially affecting health and/or safety of Resident and household. [966.4(f)(5)]

(f) To keep the dwelling unit and other such areas as may be assigned to Resident for exclusive use in a clean and safe condition. [966.4(f)(6)] This includes keeping front and rear entrances and walkways for the exclusive use of Resident, free from snow, ice, and trash and keeping the yard free of debris and litter. Exceptions to this requirement may be made for Residents who have no household members able to perform such tasks because of age or disability. [966.4(g)]

(g) To dispose of all ashes, garbage, rubbish, and other waste from the dwelling unit in a sanitary and safe manner only in containers approved or provided by the Authority. [Section 966.4(f)(7)] To refrain from, and cause members of Resident's household or guest to refrain from, littering or leaving trash and debris in common areas or galleries.

(h) To use only in reasonable manner all electrical, sanitary, heating, ventilating, air-conditioning, and other facilities and appurtenances including elevators. [966.4(f)(8)]

- (i) To refrain from, and to cause household and guests to refrain from destroying, defacing, damaging, or removing any part of dwelling unit or Community. [966.4(f)(9)]
- (j) To pay reasonable charges (other than for normal wear and tear) for the repair of damages to the dwelling unit, Community buildings, facilities, or common areas caused by Resident, household members or guests. [Section 966.4(f)(10)]
- (k) To act, and cause household members or guests to act in a manner that will:
 - 1. Not disturb other residents' peaceful enjoyment of their accommodations; and
 - 2. Be conducive to maintaining all Authority Communities in a decent, safe, and sanitary condition. [966.4(f)(11)]
- (l) To assure that Resident, any member of the household, a guest, or another person under Resident's control shall not engage in:
 - 1. Any criminal activity that threatens the health, safety, or right to peaceful enjoyment of the PHA's public housing premises by other residents or employees of the PHA, or;
 - 2. Any drug-related criminal activity on or off such premises. Any criminal activity in violation of the preceding sentence shall be cause for termination of tenancy, and for eviction from the unit. (For the purposes of this lease, the term drug-related criminal activity means the illegal manufacture, sale, distribution, use or possession with intent to manufacture, sell, distribute, or use, of a controlled substance as defined in Section 102 of the Controlled Substances Act.) [966.4(f)(12)]
 - 3. Ensure that no Resident, household member or guest will consume any alcoholic beverage while on Greenville Housing Authority premises unless that person is inside the unit. "Consume" shall be defined as the actual consumption of an alcoholic beverage, as well as, the possession of or close proximity to open alcoholic containers.
 - 4. Any abuse (or pattern of abuse) of alcohol that affects the health, safety, or right to peaceful enjoyment of the premises by other residents or employees of the Authority.
 - 5. Any activities stated in the Authority's "One Strike and You're Out Policy".
- (m) To make no alterations or repairs or redecoration to the interior of the dwelling unit or to the equipment, nor to install additional equipment or major appliances without written consent of the Authority. To make no changes to locks or install new locks on exterior and interior doors without the Authority's written approval. To use no nails, tacks, screws, brackets, or fasteners on any part of the dwelling unit (a reasonable number of picture hangers excepted) without authorization by the Authority.
- (n) To give prompt prior notice to the Authority, in accordance with Section XIII hereof, of Resident's leaving dwelling unit unoccupied for any period exceeding seven (7) days.
- (o) To act in a cooperative manner with neighbors and Authority Staff. To refrain from and cause members of Resident's household or guests to refrain from acting or speaking in an abusive or threatening manner toward neighbors and Authority staff.
- (p) Not to display, use, or possess or allow members of Resident's household or guests to display, use or possess any firearms, (operable or inoperable) or other offensive weapons as defined by the laws and courts of the State of North Carolina anywhere on the property of the Authority.
- (q) To take reasonable precautions to prevent fires and to refrain from storing or keeping flammable materials upon the premises.
 - (1) To include no Kerosene or Kerosene heaters allowed on premises. Nothing shall be stored in or around hot water heater or any heat vent.
 - (2) To not disconnect any smoke alarm in the dwelling unit. Resident disconnection of any smoke alarm is a health and safety violation.
 - (3) To notify the housing authority immediately when any smoke alarm is not operable.
- (r) To avoid obstructing sidewalks, areaways, galleries, passages, elevators, or stairs, and to avoid using these for purposes other than going in and out of the dwelling unit. To avoid blocking of dumpsters, handicapped ramps or parking spaces.

- (s) To refrain from erecting or hanging radio or television antennas on or from any part of the dwelling unit, except that roof antennas may be installed in accordance with regulations set forth by the Authority with the written approval of the Authority.
- (t) To refrain from placing signs of any type in or about the dwelling except those allowed under applicable zoning ordinances and then only after having received written permission of the Authority.
- (u) To refrain from, and cause members of Resident's household to refrain from keeping, maintaining, harboring, or boarding any dog, cat, livestock, or pet of any nature in the dwelling unit, common areas or on any other property of the PHA unless prior approval has been granted in accordance with the Authority's Pet Policy. However, in any development, a person with a disability may keep a companion or service animal that is needed as a reasonable accommodation for his or her disability. An animal needed as a reasonable accommodation is not subject to the Authority's Pet Policy, although it is subject to reasonable health and safety rules.
- (v) To remove from Authority property any vehicles without valid registration and inspection stickers. To refrain from parking any vehicles in any right-of-way, front or rear yard, sidewalk or fire lane designated and marked by the Authority. Any inoperable or unlicensed vehicle as described above will be removed from the Authority property at Resident's expense. No washing or repairing of vehicles is permitted on the premises with the exception of repairing flat tires and changing batteries. These repairs must be made within 24 hours after discovery.
- (w) To remove any personal property left on Authority property when Resident leaves, abandons or surrenders the dwelling unit. Property left for more than 30 days shall be considered abandoned and will be disposed of by the Authority. Costs for storage and disposal shall be assessed against the former Resident.
- (x) To use reasonable care to keep his dwelling unit in such condition as to ensure proper health and sanitation standards for Resident, household members and neighbors. RESIDENT SHALL NOTIFY THE AUTHORITY PROMPTLY OF KNOWN NEED FOR REPAIRS TO HIS DWELLING UNIT, and of known unsafe or unsanitary conditions in the dwelling unit or in common areas and grounds of the Community. Resident's failure to report the need for repairs in a timely manner shall be considered to contribute to any damage that occurs.
- (z)
 1. Not to commit any fraud in connection with any Federal housing assistance program, and
 2. Not to receive assistance for occupancy of any other unit assisted under any Federal housing assistance program during the term of the lease.
- (aa) To pay promptly any utility bills for utilities supplied to Resident by a direct connection to the utility company, and to avoid disconnection of utility service for such utilities.
- (bb) To avoid writing or painting on buildings or exterior walls on the premises.
- (cc) Not to place fences or planting beds without prior PHA approval.
- (dd) Not to sell any items on public or common areas.
- (ee) To ensure air conditioners are installed in a workman-like manner and method pre-approved by the PHA in a location designated by the PHA.
- (ff) Not to use public or common areas for group meetings unless approved by the Executive Director or his designee in writing.
- (gg) To keep porches clear of any items or furniture except furniture designed for the outdoors. Not to hang rugs, clothes or other items on the porches.

X. Defects Hazardous to Life, Health or Safety

In the event that the dwelling unit is damaged to the extent that conditions created which are hazardous to the life, health, or safety of the occupants: [966.4(h)]

PHA Responsibilities:

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

Resident Responsibilities:

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

XI. Move-in and Move-out Inspections

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

XII. Entry of Premises during Tenancy

(a) Resident Responsibilities —

1. Resident agrees that the duly authorized agent, employee, or contractor of the Authority will be permitted to enter Resident's dwelling during reasonable hours (8:00 A.M. to 5:00 P.M.) for the purpose of performing routine maintenance, making improvements or repairs, inspecting the unit, or showing the unit for releasing. [966.4(j)(1)]
2. When Resident calls to request maintenance on the unit, the Authority shall attempt to provide such maintenance at a time convenient to Resident. If Resident is absent from the dwelling unit when the Authority comes to perform maintenance, Resident's request for maintenance shall constitute permission to enter.

(b) Authority's Responsibilities —

1. The PHA shall give Resident at least 48 hours written notice that the PHA intends to enter the unit. The PHA may enter only at reasonable times. [966.4(j)(1)]

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

XIII. Notice Procedures

- (a) Resident Responsibility: Any notice to the Authority must be in writing, delivered to the Management Office or to the Authority's central office, or sent by prepaid first-class mail, properly addressed. [966.4(k)(1)(ii)]
- (b) Authority Responsibility: Notice to Resident must be in writing, delivered to Resident or to any adult member of the household residing in the dwelling unit, or sent by first-class mail addressed to Resident. [966.4(k)(1)(i)]
- (c) Unopened, cancelled and returned receipt for Registered or certified mail shall be sufficient evidence that notice was given, whether signed or unsigned.
- (d) If Resident is visually impaired, all notices must be in an accessible format. [966.4(k)(2)]

XIV. Termination of the Lease

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

- (a) This Lease may be terminated only for serious or repeated violations of material terms of the Lease, such as failure to make payments due under the lease or failure to fulfill Resident obligations set forth in Section IX above, or for other good cause. [966.4(l)(2)]

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

1. The failure to pay rent or other payments when due; [966.4(l)(2)]
2. Repeated delinquent payment, which shall be defined as non-payment of rent resulting in eviction papers being filed. ~~Three~~ Six such delinquent payments within a 12- month period shall constitute repeated delinquent payment and will result in eviction papers being filed.; [966.4(l)(2)]
3. Failure to pay utility bills when Resident is responsible for paying such bills directly to the supplier of utilities; [966.4(l)(2)]
4. Misrepresentation of household income, assets, or composition; [966.4(c)(2)]
5. Failure to supply, in a timely fashion, any certification, release, information, or documentation on Household income or composition needed to process annual re-examinations or interim redeterminations; [966.4(c)(2)]
6. Serious or repeated damage to the dwelling unit, creation of physical hazards in the unit, common areas, grounds, or parking areas of any Community site; [966.4(l)(2)]
7. Criminal activity by Resident, household member, guest, or other person under Resident's control, including criminal activity that threatens the health, safety or right to peaceful enjoyment of the PHA's public housing premises by other residents, or any drug-related criminal activity on or off Authority property; [966.4(l)(2)]
8. Offensive weapons or illegal drugs seized in a PHA unit by a law enforcement officer; [966.4(l)(2)]
9. Any fire on Authority premises caused by the tenant, household members or guests' neglect. [966.4(l)(2)]
10. The Authority shall terminate assistance *permanently* for persons convicted of manufacturing or producing methamphetamine on premises.
 - (1) "Premises" is building or complex in which the dwelling unit is located, including common areas and grounds.

11. Alcohol abuse that the Authority determines interferes with the health, safety, or right to peaceful enjoyment of the premises by other residents;
12. Fleeing to avoid prosecution, or custody confinement after conviction, for a felony;
13. Refusal to accept and execute an amendment or written rider to lease after the Authority provides at least 60 days notice of the proposed effect of the amendment or written rider and provides the tenant a reasonable time to respond to the offer to accept and execute the amendment or written rider.

(b) The Authority shall give written notice of the proposed termination of the Lease of:

1. 14 days in the case of failure to pay rent;
2. A reasonable time, but not to exceed thirty days, considering the seriousness of the situation (but not to exceed 30 days) when the health or safety of other Residents or Authority staff is threatened. However, a verified act or threat of violence by a Resident, household member or Resident's guest/visitor against an employee, representative of the PHA or other resident shall result in termination of tenancy;
3. 30 days in any other case. [966.4(l)(3)(i)(A),(B)&(C)]

(c) The notice of termination:

1. The notice of termination to Resident shall state specific reasons for the termination, shall inform Resident of his/her right to make such reply as he/she may wish, and of Resident's right to examine PHA documents directly relevant to the termination or eviction. [966.4(l)(3)(ii)]
2. When the PHA is required to offer Resident the opportunity for a grievance hearing, the notice shall also inform Resident of the right to request such a hearing in accordance with the PHA's grievance procedures. [966.4(l)(3)(ii)]
3. Any notice to vacate (or quit) which is required by State or local law may be combined with, or run concurrently with the notice of lease termination under this section. [966.4(l)(3)(iii)] The Notice to Vacate must be in writing, and specify that if Resident fails to quit the premises within the applicable statutory period, appropriate action will be brought against him, and he may be required to pay the costs of court and attorney's fees.
4. When the PHA is required to offer Resident the opportunity for a grievance hearing procedure for a grievance concerning the lease termination, the tenancy shall not terminate (even if any Notice to Vacate under State or local law has expired) until the period to request a hearing has expired, or (if a hearing is requested) the grievance process has been completed. [966.4(l)(3)(iv)]
5. When the PHA is not required to offer Resident the opportunity for a hearing under the grievance procedure and the PHA has decided to exclude such grievance from the PHA grievance procedure (which can only be done following a Due Process Determination by HUD), the notice of lease termination shall (a) state that Resident is not entitled to a grievance hearing on the termination; (b) specify the judicial eviction procedure to be used by the PHA for eviction and state that HUD has determined that this eviction procedure provides the opportunity for a hearing in a court that contains the basic elements of due process as defined in HUD regulations; and (c) state whether the eviction is for a criminal activity that threatens health or safety of residents or staff or for drug-related criminal activity. [966.4(l)(3)(v)]
6. The PHA may evict Resident from the unit only by bringing a court action. [966.4(l)(4)]
7. The Authority will not dismiss the action to evict the Resident even if Resident makes offer to pay the rent.

(d) Resident may terminate this Lease at any time by giving seven (7) days written notice as described in Section XIII, above. Resident agrees to leave the dwelling unit in a clean and good condition, reasonable wear and tear accepted and to return keys to the Authority when he/she vacates.

- (e) In deciding to evict for criminal activity, the PHA shall have discretion to consider all of the circumstances of the case, including the seriousness of the offense, the extent of participation by or awareness of household members, and the effects that the eviction would have both on household members not involved in the proscribed activity and on the household's neighbors. In appropriate cases, the PHA may permit continued occupancy by remaining household members and impose a condition that household members who engaged in the proscribed activity will neither reside in nor visit the unit. The PHA may require a household member who has engaged in the illegal use of drugs to present credible evidence of successful completion of a treatment program as a condition to being allowed to reside in the unit. [966.4(1)(5)]
- (f) When a PHA evicts a Resident from a dwelling unit for criminal activity the PHA shall notify the local post office serving that dwelling unit that such individual or household is no longer residing in the unit so the post office will stop mail delivery for such persons and they will have no reason to return to the unit. [966.4(1)(5)(ii)]

XV. Waiver

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

XVI. Housekeeping Standards

In an effort to improve the livability and conditions of the apartments owned and managed by the Authority, uniform standards for resident housekeeping have been developed for all Resident families.

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

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

- (b) Resident Responsibility: Resident is required to abide by the standards set forth below. Failure to abide by the Housekeeping Standards that results in the creation or maintenance of a threat to health or safety is a violation of the lease terms and can result in eviction.
- (c) Housekeeping Standards: Inside the Apartment

General —

1. Walls should be clean, free of dirt, grease, holes, cobwebs, and fingerprints.
2. Floors should be clean, clear, dry and free of hazards.
3. Ceilings should be clean and free of cobwebs.
4. Windows should be clean and not nailed shut. Shades or blinds should be intact.
5. Woodwork should be clean, free of dust, gouges, or scratches.
6. Doors should be clean, free of grease and fingerprints. Doorstops should be present. Locks should work.
7. Heating units access door should be kept uncluttered.
8. Trash shall be disposed of properly and not left in the unit.
9. Entire unit should be free of rodent or insect infestation.

Kitchen —

1. Stove should be clean and free of food and grease.
2. Refrigerator should be clean. Freezer door should close properly and freezer have no more than one inch of ice.
3. Cabinets should be clean and neat. Cabinet surfaces and countertop should be free of grease and spilled food. Cabinets should not be overloaded. Storage under the sink should be limited to small or lightweight items to permit access for repairs. Do not store heavy pots and pans under the sink.
4. Exhaust Fan should be free of grease and dust.

5. Sink should be clean, free of grease and garbage. Dirty dishes should be washed and put away in a timely manner.
6. Food storage areas should be neat and clean without spilled food.
7. Trash/garbage should be stored in a covered container until removed to the disposal area.

Bathroom —

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

Storage Areas —

1. Linen closet should be neat and clean.
2. Other closets should be neat and clean. No highly flammable materials should be stored in the unit.
3. Other storage areas should be clean, neat and free of hazards.

(d) Housekeeping Standards: Outside the Apartment

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

1. Yards should be free of debris, trash, and abandoned cars. Exterior walls should be free of graffiti.
2. Porches (front and rear) should be clean and free of hazards. Any items stored on the porch shall not impede access to the unit.
3. Steps (front and rear) should be clean, and free of hazards.
4. Sidewalks should be clean and free of hazards.
5. Storm doors should be clean, with glass or screens intact.
6. Parking lot should be free of abandoned cars. There should be no car repairs in the parking lots.
7. Hallways should be clean and free of hazards.
8. Stairwells should be clean and uncluttered.
9. Utility room should be free of debris, motor vehicle parts, and flammable materials.
10. Roof should be free of debris, trash, bicycle parts and toys.

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

Housing Authority of the City of Greenville

LEASE ADDENDUM TO RESTRICT ENTRY BY THIRD PARTIES

Right to restrict entry by third parties: The landlord retains the right to restrict access to the premises or to common areas by any third person. The intent of this provision is to give the landlord the right to give trespass warning to any third party, so that such third parties may be criminally prosecuted for trespass. This provision is included specifically to give notice and may be required by State law and to give the landlord the right to permit the Police Department to issue trespass warnings to non-residents and then to obtain conviction of those persons given warning who return to the premises or the common areas. Neither the residents, nor their family nor any other occupant of the premises has the right to override or cancel a trespass warning. An invitation by the resident, their family or other occupant of the premises to any person given a trespass warning is a nullity. If a Resident knowingly approves visitation by a banned individual on their premises, this shall result in lease termination.

In case of any conflict between the provision of the lease addendum and any other provisions of the lease, the provision of this lease addendum shall govern.

This lease addendum is incorporated into the lease between the Landlord and Resident,

Dated **DECEMBER 7, 2020**

HOUSING AUTHORITY OF THE CITY OF GREENVILLE

By: (Name & Title)

Date

RESIDENT

By: (Signature)

Date