

HOUSING AUTHORITY OF COVINGTON

PUBLIC HOUSING LEASE

1. **PARTIES AND DWELLING UNIT:** The parties to this Lease are The Housing Authority of Covington, referred to as Landlord, and the occupying family, referred to as the Resident. The Landlord leases to the Resident the premises located at _____ as Account # _____.

The premises leased are for the exclusive use and occupancy of the Resident and the Resident's household consisting of the following named persons who will live in the dwelling unit:

Name	Date of Birth	Relationship
_____	_____	_____
_____	_____	_____
_____	_____	_____
_____	_____	_____
_____	_____	_____
_____	_____	_____
_____	_____	_____
_____	_____	_____

Any additions to the household members listed above require the advance written approval of the Landlord. This includes Live-in Aides and foster children or adults, but excludes natural births. The Landlord shall approve the additions if they pass the screening and an appropriate size unit is available. Deletions from the household shall be reported to the Landlord within fifteen (15) calendar days.

2. **LEASE TERM:** This Lease shall begin on _____. The Lease shall be for a term of one year and shall automatically renew for one year (s) periods. The Lessor may make interim rent adjustments to the lease following the procedures of Paragraphs 8, 9, 10 and 11 herein. Material changes to the Lease may be made after receiving comments from residents and the Board of Commissioners' approval, as provided by 24 CFR 966.3 and CFR 966.4(1)(iii)(E), to become binding on all parties at the date of automatic renewal. Notwithstanding the above, Lease may be modified at anytime by written agreement of the Lessee and the Lessor as provided by 24 CFR 966.4(a)(3).
3. **RENTAL PAYMENT:** Resident shall pay monthly rent of \$_____. If this Lease begins on a day other than the first day of the month, the first month's rent shall be prorated for the amount of \$_____.

(Check one)

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

_____ This rent is based on the income and other information reported by the Resident.

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

This amount is due on the first day of each month and will be late on the eighth day of the month. If a reasonable accommodation on where to pay rent is needed, other arrangements can be made. If the payment is made after the 17th day of the month, it shall be to the Landlord's office at 2300 Madison Ave. after written approval from the site manager. The Landlord will accept no cash. If the 7th or 17th of the month falls on a weekend or holiday, rent must be paid the business day prior to avoid applicable late fees.

If the Resident fails to make the rent payment by the seventh day of the month, a notice to vacate will be issued to the Resident. A \$20 late charge will be assessed until the end of business on the 17th day of the month. Thereafter an additional \$30 late charge will be assessed for a total late charge of \$50.00. A check returned for non-sufficient funds shall be considered non-payment of rent and, in addition to the late charge, a returned check fee equal to what the bank charges the Landlord will be charged to the Resident.

If the Resident is paying the minimum rent and their circumstances change creating an inability to pay the rent, the Resident may request suspension of the minimum rent because of a recognized hardship. The request should be in writing and delivered to the manager of the development in which the Resident lives.

In the event legal proceedings are required to recover possession of the premises, the Resident will be charged with the actual cost of such proceedings.

An additional charge for air conditioning shall be charged to Golden Tower residents since it cannot be built into their utility allowance.

4. **SECURITY DEPOSIT:** The Resident agrees to pay the amount of \$____ to the Landlord as a Security Deposit.

Prior to paying a security deposit, the prospective Resident and the Landlord will be obligated to inspect the dwelling unit prior to commencement of occupancy by the resident. The Landlord will furnish the Resident with a written statement of the Move-In Inspection Report stating the condition of the dwelling unit and the equipment provided with the unit. The Landlord and the Resident will sign this statement, and a copy of the statement shall be retained by the Landlord in the Resident's file.

With the approval of the Landlord, the Security Deposit may be made in five payments; one fifth in advance, one fifth with their second rent payment, one fifth with their third rent payment, one fifth with fourth rent payment and one fifth with fifth rent payment. The Landlord will hold this security deposit for the period the Resident occupies the

dwelling unit. The deposit shall be kept at the U.S. Bank in a non-interest bearing account. The account numbers are 1 458 0049 5403 and 0 000 0801 1777. The Landlord shall not use the Security Deposit for rent or other charges while the Resident is living in the dwelling unit.

At the termination/non-renewal of occupancy, the Landlord and the Resident shall inspect the premises and compile a comprehensive listing of any damage to the unit or equipment that is basis for any charges against the security deposit and the estimated dollar cost of repairing such damage. The Resident may then inspect the accuracy of the listing. The Landlord and the Resident shall sign the listing, which signatures shall be conclusive evidence of the accuracy of such listing. If the Resident refuses to sign such listing, he shall state specifically, in writing, the items on the list to which he dissents, and shall sign such statement of dissent. If the Resident refuses to participate in this inspection, he accepts the Landlord's assessment.

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

- a. unpaid rent;
- b. repair of damages and cleaning as listed on the Move-Out Inspection Report; and
- c. other charges due under the Lease.

If the Resident vacates with a refund of the security deposit due, the Authority shall send notification to the last known or reasonable determinable address of the amount of any refund due the Resident. In the event the Landlord shall not have received a response within sixty (60) calendar days from the sending of such notification, the Landlord will remove the deposit from the account and retain it free from any claim of the Resident or any person claiming on their behalf.

5. **OCCUPANCY:** The Resident shall use the premises as a private dwelling for himself or herself and the persons named in this Lease, with the exception of minor children born into the household during this tenancy, and shall not permit its use for any other purpose without the written permission of the Landlord.

The Resident shall not:

- a. permit any persons other than those listed above and minor children who are born into the household during this tenancy, to reside in the dwelling unit for more than fourteen (14) calendar days each year without obtaining the prior written approval of the Landlord;
- b. sublet or assign the unit, or any part of the unit;
- c. engage in or permit unlawful activities in the unit, in the common areas, or on the property grounds;
- d. act or allow household members or guests to act in a manner that will disturb the rights or comfort of neighbors;

- e. permit any member of the household, a guest, or another person under the Resident's control to engage in any criminal activity that threatens the health, safety, or right to peaceful enjoyment of the premises by other residents or Authority employees;
- f. permit any member of the household, a guest, or another person under the Resident's control to engage in any violent or drug-related criminal activity **on or off the premises;**
- g. remove any batteries from a smoke detector or fail to notify the Landlord if the smoke detector is inoperable for any reason;
- h. allow any persons other than those listed on the lease to use their address;
- i. allow any animal on the premises that have not been approved in writing in advance by the Landlord even if the animal is not owned by the Resident or is only visiting temporarily.

With the written permission of the Landlord, the Resident can incidentally use the premises for legally permissible income producing purposes so long as the business does not infringe on the rights of other Residents. All such business-related uses of the premises must meet all zoning requirements and the Resident must have the proper business licenses.

The Resident has the right to exclusive use and occupancy of the dwelling unit, which includes reasonable accommodation of the Resident's guests, visitors and, with the consent of the Landlord, foster children and/or adults and the live-in caregiver of the Resident's family. A lease addendum must be executed by all proposed live-in aides and approved by the Landlord.

- 6. **CONDITION OF DWELLING:** By signing this Lease and the Unit Inspection Report, the Resident acknowledges that the dwelling unit is safe, clean and in good condition, and that all appliances and equipment in the dwelling unit are in good working order as described on the Move-in Unit Inspection Report. This report, signed by both the Resident and the Landlord, is attached to this Lease. The Resident shall have the right to inspect the unit to ascertain the accuracy of the Unit Inspection Report before signing it. If the Resident refuses to sign the Unit Inspection Report, the Resident shall state specifically, in writing, the items on the list to which he disagrees, and sign the statement of disagreement.

At the time of move out, the Landlord shall complete another inspection of the dwelling unit. When the Resident notifies the Landlord of his or her intent to vacate, the Landlord shall advise the Resident of their opportunity to participate in the move-out inspection.

- 7. **UTILITIES:** In the case of public housing units, the Landlord shall provide the following utilities as a part of this lease agreement, but shall not be liable for the failure to provide service if beyond its control:
 - Electricity
 - Gas
 - Water
 - Sewer
 - Sanitation

The Utility Allowance Schedule for Resident Paid Utilities and the Schedule of Excess Utility Charges are posted in the Landlord's office. The Resident shall pay any excess utilities consumed in their unit over and above that set forth in the Schedule. Utility allowance revisions based on rate changes shall be effective retroactively to the first day of the month following the month in which the last rate change took place. Revisions based on changes in consumption or other reasons shall become effective at each Resident's next annual reexamination. Any charges for excess consumption of electric will be due with the rent statement that includes the charges.

For residents who reside in the Academy Flats, New Site Properties (NSP) and Eastside Revitalization I, the Landlord will provide water. The resident is responsible for gas and electricity. The Landlord will also provide for removal of normal household trash, provided that the resident places his or her household trash in sealed plastic bags and disposes of it by placing it in one of the garbage dumpsters. The resident is responsible for all other utilities and services, including but not limited to cable television and telephone service.

8. **RENT RECERTIFICATIONS:** Each year, by the date specified by the Landlord, the Resident who is paying rent based on their income shall provide updated information regarding income, assets, expenses, and family composition. The Landlord shall verify the information supplied by the Resident and use the verified information to establish the amount of the Resident's rent for the next year. At the time of the annual review, the Landlord shall advise the Resident of any income that will be excluded from consideration. Increased earnings due to employment shall be excluded during the twelve month period following hire for the Resident whose income has increased because of the employment of a family member who was previously unemployed for one or more years in the year immediately preceding; because of participation in a self-sufficiency program or was assisted by a State TANF program within the last six months. For the second twelve-month period, 50% of the incremental increase shall be counted excluded. In order for this exclusion to occur, the Resident must report both the starting and/or stopping of work within fifteen (15) days of the event if the Resident wants to claim this exclusion.

Income reviews will be held every third year for the Resident choosing the flat rent option. Residents who have chosen this option will be notified at the appropriate time for their recertification. Annual recertification of family composition is still required.

At the time of the review appointment, the Resident may elect to change their rent choice option.

In cases where annual income cannot be projected for a twelve-month period or the Resident is reporting no income and the Resident chose the percentage of income rent option, the Landlord will schedule special rent reviews every thirty (30) days. In addition, the Resident may request a change in the rent choice option before the date of the review if the Resident experiences a decrease in income; their circumstances have changed increasing their expenses for child care, medical, etc.; or other circumstances that would create a hardship on the Resident such that the formula method would be more financially beneficial for the Resident.

The Resident paying rent based on income may meet with the Landlord to discuss any change in rent resulting from the recertification process; and, if the Resident does not agree with the rent determination, the Resident may request a hearing in accordance with the landlord's grievance procedures.

9. **INTERIM RENT ADJUSTMENTS:** The Resident must report to the Landlord, within fifteen (15) calendar days, any of the following changes in household circumstances when they occur between Annual Rent Recertifications:

- a. A member was added to the family through birth, adoption, or court-awarded custody.
- b. A household member is leaving or has left the family unit.
- c. Any new or additional sources of income.

In addition, the Resident paying rent based on a percentage of income may report the following activities that occur between Annual Rent Recertifications:

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

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

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

The Landlord shall verify the information provided by the Resident to determine if a decrease in the rent is warranted.

10. **EFFECTIVE DATE OF RENT CHANGE:** The Landlord shall give the Resident written notice of any change in the Resident's rent. The notice shall be signed by the

Landlord, state the new amount the Resident is required to pay, and the effective date of the new rental amount.

- a. Rent Decreases: The Landlord shall process rent decreases so that the lowered rent amount becomes effective on the first day of the month after the Resident reports the change in household circumstances and provides the appropriate documentation. This rent change may be made retroactive to the appropriate date if less than five (5) working days have been given to the Landlord to process this change.
- b. Rent Increases: The Landlord shall process rent increases so that the Resident is given no less than 30 days advance written notice of the amount due.

Once the rental rate is established, it shall remain in effect until the effective date of the next annual review, unless another interim review and change is warranted or the Resident elects to change to or from flat rent calculation method. The Resident is entitled to an explanation of any rent changes and, if the Resident is not in agreement with the Landlord, the Resident may then request a hearing.

11. **RESIDENT OBLIGATION TO REPAY**: The Resident who pays rent based on income shall reimburse the Landlord for the difference between the rent that was paid and the rent that should have been charged if proper notice of income change was given and if the following circumstances occur:

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

The Resident is not required to reimburse the Landlord for undercharges caused solely by the Landlord's failure to follow U.S. Department of Housing and Urban Development's procedures for computing rent.

12. **MAINTENANCE**:

The Resident Agrees To:

- a. keep the dwelling unit and any other areas assigned for the Resident's exclusive use (i.e. exterior steps, porches and yards) in a clean and safe condition;
- b. use all appliances, fixtures and equipment in a safe manner and only for the purposes for which they are intended;
- c. not litter the grounds or common areas of the property;
- d. not undertake, or permit his or her family or guests to undertake any hazardous acts or do anything that will damage the property;
- e. not destroy, deface, damage or remove any part of the dwelling unit, common areas, or property grounds;

- f. give the Landlord prompt notice of any defects in the plumbing, fixtures, appliances, heating equipment or any other part of the unit or related facilities through issuance of a work order request. By making such a request, the resident permits the Landlord to access the unit to make the necessary repairs. Please note that the Landlord's maintenance staff does not schedule routine repairs but will endeavor to complete the necessary repairs in a timely manner.
- g. not park unregistered vehicles on the property or park any vehicle in an unauthorized location;
- h. remove garbage and other waste from the dwelling unit in a clean and safe manner;
- i. not remove/take down a smoke detector(s) at any time and not remove any batteries from a smoke detector or fail to notify the Landlord if the smoke detector is inoperable for any reason;
- j. promptly notify the Landlord of any pest infestations noted in or around their dwelling unit;
- k. fully cooperate in any pest control efforts made by the Landlord;
- l. pay reasonable charges for the repair of damages, other than normal wear and tear, to the premises, development buildings, facilities or common areas caused by the Resident, household members or guests, and to do so within 30 days after the receipt of the Landlord's itemized statement of the repair charges. In addition, if the Landlord comes to the Resident's home at the request of the Resident and cannot do what the Resident requested due to the action or inaction of the Resident, the Resident shall be charged a reasonable sum of money. The Maintenance Charge Schedule, which covers some common occurrences, is posted in the Landlord's office. If the item is not listed on the Schedule, the Resident shall be charged the actual cost the Landlord incurred;
- m. not to install window air conditioning units by themselves. They must be installed by the Landlord's employee; and
- n. check all their smoke detectors and carbon monoxide detectors on a monthly basis and immediately report any malfunctions or dead batteries to their Housing Manager.

The Landlord Agrees To:

- a. maintain the premises and the property in a decent, safe, and sanitary condition;
- b. comply with requirements of applicable building codes, housing codes materially affecting health and safety, and U.S. Department of Housing and Urban Development regulations;
- c. notify the Resident of specific grounds for any proposed adverse action;
- d. make necessary repairs to the premises;
- e. keep property buildings, facilities and common areas, not otherwise assigned to the Resident for maintenance and upkeep, in a clean and safe condition;

- f. maintain in good and safe working order and condition electrical, plumbing, sanitary, heating, ventilating, and other facilities and appliances, including elevators, supplied or required to be supplied by the Landlord;
- g. provide and maintain appropriate receptacles and facilities for the deposit of garbage, rubbish, ashes, and other waste removed from the premises by the Resident; and
- h. supply running water and a reasonable amount of hot water and heat at appropriate times of the year (according to local custom and usage) except where heat or hot water is generated by an installation within the exclusive control of the Resident and supplied by a direct utility connection.

If the dwelling unit is damaged to the extent that conditions are created which are hazardous to life, health, or safety of the occupants regardless of cause:

- a. The Resident shall immediately notify the Landlord.
- b. The Landlord shall be responsible for repair of the unit within a reasonable time. If the Resident, household members or guests caused the damage, the reasonable cost of the repairs shall be charged to the Resident.
- c. The Landlord shall offer standard alternative accommodations, if available, when necessary repairs cannot be made within a reasonable time.
- d. The Landlord shall make a provision for rent abatement in proportion to the seriousness of the damage and loss in value if repairs are not made within a reasonable time. No abatement of rent shall occur if the Resident rejects the alternative accommodations or if the Resident, Resident's household, or guests caused the damage.

13. **RESTRICTION ON ALTERATIONS:** The Resident shall not do any of the following without first obtaining the Landlord's written permission:

- a. dismantle, change or remove any part of the appliances, fixtures or equipment in the dwelling unit;
- b. paint or install wallpaper or contact paper in the dwelling unit;
- c. attach awnings or window guards in the dwelling unit;
- d. attach or place any fixtures, signs, or fences on the building(s), the common areas, or the property grounds;
- e. attach any shelves, screen doors, or other permanent improvements in the dwelling unit;
- f. install or alter carpeting, resurface floors or alter woodwork;
- g. place any aerials, antennas or other electrical connections on the dwelling unit, or install additional equipment including satellite dishes or any major appliances;
- h. install additional or different locks or gates on any doors or windows of the dwelling unit; or
- i. operate a business as an incidental use in the dwelling unit.

14. **ACCESS BY THE LANDLORD:** The Landlord shall provide two (2) days written advance notice to the Resident of intent to enter the dwelling unit for the purpose of performing routine inspections and preventive maintenance, extermination or to show the dwelling unit for re-renting. The notice shall specify the date, and purpose for the entry. The Resident shall permit the Landlord, their agents, or other persons, when accompanied by the Landlord, to enter the dwelling unit for these purposes. In the event that the Resident and all adult members of the household are absent from the dwelling unit at the time of entry, the Landlord shall leave a card stating the date, time and name of the person entering the dwelling unit, and the purpose of the visit and shall secure the unit upon their departure from the premises. Failure to allow the Landlord to enter the unit may result in adverse legal action.

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

15. **SIZE OF DWELLING:** The Resident understands that the Landlord assigns dwelling units according to the Occupancy Standards published in its Admissions and Continued Occupancy Policy (ACOP). The Occupancy Standards consider the type (such as dwelling units designed for the elderly or handicapped) and size of the dwelling unit required by the number of household members. If the Resident is or becomes eligible for a different type or size dwelling unit and an appropriate dwelling unit under this program and the Landlord's transfer policy becomes available, the Resident shall be given a notice of transfer and a reasonable period of time to move. This time shall not exceed seven (7) calendar days unless an unusual hardship condition exists. If the Resident fails to move to the designated dwelling unit within the notice period specified by the Landlord, the Landlord may terminate this lease.

If the Landlord determines that the Resident must transfer to another unit based on family composition, the Landlord shall notify the Resident. The Resident may ask for an explanation stating the specific grounds of the determination, and if the Resident does not agree with the determination, the Resident may request a hearing in accordance with the Landlord's grievance procedures.

16. **LEASE TERMINATION BY LANDLORD:** Any termination of this Lease shall be carried out in accordance with United States Code, implementing HUD regulations, state and local law, to the extent that they are not preempted by federal law, and the terms of this Lease.

The Landlord shall not terminate or refuse to renew the Lease other than for serious or repeated violation of material terms of the Lease, such as, but not limited to, the following:

- a. nonpayment of rent or other charges due under the Lease (i.e. utilities), or repeated chronic late payment of rent (two times in a six month period);
- b. failure to keep the dwelling unit and any other areas assigned for the Resident's exclusive use in a clean and safe condition;
- c. failure to provide timely and accurate statements of income, assets, expenses and family composition at Admission, Interim, Special or Annual Rent

- Recertifications, to attend scheduled reexamination interviews, or to cooperate in the verification process if the Resident has chosen to pay rent based on a percentage of income;
- d. furnishing false or misleading information during the application or review process;
 - e. assignment or subleasing of the premises or providing accommodation for boarders or lodgers;
 - f. use of the premises for purposes other than solely as a dwelling unit for the Resident and Resident's household as identified in this Lease, or permitting its use for any other purpose without the written permission of the Landlord;
 - g. failure to abide by necessary and reasonable rules made by the Landlord for the benefit and well being of the housing development and the Residents;
 - h. failure to abide by applicable building and housing codes materially affecting health or safety;
 - i. failure to dispose of garbage, waste and rubbish in a safe and sanitary manner;
 - j. failure to use electrical, plumbing, sanitary, heating, ventilating, air conditioning and other equipment, including elevators, in a safe manner;
 - k. acts of destruction, defacement or removal of any part of the premises, or failure to cause guests to refrain from such acts;
 - l. failure to pay reasonable charges for the repair of damages to the premises, property buildings, facilities or common areas;
 - m. any activity by a household member, guest, or any other person on the premises under the Resident's control that threatens the health, safety, or right to peaceful enjoyment of the premises by other Residents or employees of the Landlord;
 - n. failure to abide by the provisions of the pet policy;
 - o. allowing any animal not approved in advance in writing to visit the premises for any length of time;
 - p. any violent or drug-related criminal activity caused by a household member, guest, or any other person under the Resident's control, on or off the premises;
 - q. alcohol abuse that the Landlord determines interferes with the health, safety, or right to peaceful enjoyment of the premises by other residents;
 - r. failure to perform required community service of eight (8) hours per month, 96 hours a year, or be exempted there from according to 24 CFR 960.600-960.609;
 - s. failure to allow inspection of the dwelling unit;
 - t. determination that a family member has knowingly permitted an ineligible non-citizen, not listed on the lease, to permanently reside in their public housing unit;
 - u. determination or discovery that a resident is a registered sex offender;
 - v. upon notification from the City of Covington Code Enforcement Department that the leased premises has been classified as a "criminal activity nuisance" and the actions or inactions of the Resident, household member, or other person under their control led to this classification;

- w. removing any batteries from a smoke detector or failing to notify the Landlord if the smoke detector is inoperable for any reason;
- x. failure to promptly notify the Landlord of any pest infestations noted in or around their dwelling unit;
- y. failure to comply with pest control treatment preparations instructions;
- z. violation of the Landlord's Smoking Policy;
- aa. failure to comply with federal, state, county or local firearm statutes and/or regulations;
- bb. failure to comply with City of Covington Code of Ordinances Nuisance code;
- cc. the discharge of any weapon (including a starter pistol) which will or is intended to expel a projectile by the action of an explosive, compressed air or other gas, a spring wire, a bow or sling or other similarly designed device within the geographical area of the Landlord's property by tenants, their household members, guests and other persons under their control;
- dd. repeated violations of the Landlord's parking policy;
- ee. failure to abide by local curfew ordinances; or
- ff. illegal dumping on the Landlord's property.

17. **NOTICE OF LEASE TERMINATION:** If the Landlord proposes to terminate this Lease, the Resident shall be given written notice of the proposed termination, as listed below:

- a. for failure to pay rent, seven (7) calendar days to cure or vacate in fourteen (14) calendar days;
- b. for creation or maintenance of a threat to health or safety of other Residents or Landlord's employees, or drug related criminal activity, fourteen (14) calendar days; or
- c. for all other cases, fourteen (14) calendar days to cure or thirty (30) calendar days to vacate.

The Notice to Vacate required by State or local law may be combined with or run concurrently with a Notice of Lease termination required by this lease.

The Notice of Lease Termination from the Landlord shall be either personally delivered to the Resident or to an adult member of the Resident's family residing in the dwelling unit, or sent to the Resident by certified mail, properly addressed, postage pre-paid. The notice shall:

- a. specify the date the Lease shall be terminated;
- b. state the grounds for termination with enough detail for the Resident to prepare a defense. The Landlord shall rely solely on the grounds stated in the Notice of Lease Termination in the event eviction action is initiated; and

- c. advise the Resident of the right to reply as they may wish, to examine the Landlord's documents directly relevant to the termination or eviction, to use the Grievance Policy, if appropriate, to contest the termination, and/or to defend the action in court.

18. **LEASE TERMINATION BY THE RESIDENT:** The Resident shall give the Landlord thirty (30) calendar days written notice before moving from the dwelling unit by submitting a Notice to Vacate form located in the management office. After written lease term proceedings have been initiated and concluded, whether by resident or the housing authority, the resident shall vacate the unit by first moving out all belongings and doing all cleaning, and then turning in all keys and signing and dating the original written notice to vacate, or a new vacate if initiated by housing authority. If the Resident does not give the full notice, the Resident shall be liable for rent to the end of the notice period or to the date the dwelling unit is re-rented, whichever date comes first.

19. **TERMINATION OF LEASE UPON DEATH OR INCAPACITY OF THE RESIDENT:** Upon the death of the Resident, or if there is more than one Resident, upon the death of all Residents, either the Landlord or the personal representative of the Resident's estate may terminate this Lease upon thirty (30) calendar days written notice, to be effective on the last day of a calendar month. If full notice is not given, the Resident's estate shall be liable for rent to the end of the notice period or to the date the unit is re-rented, whichever date comes first. The termination of a Lease under this section shall not relieve the Resident's estate from liability either for payment of rent or other amounts owed prior to or during the notice period, or for the payment of amounts necessary to restore the premises to their condition at the beginning of the Resident's occupancy, normal wear and tear excepted.

If during the term of this Lease, the Resident, by reason of physical or mental impairment, is no longer able to comply with the material provisions of this Lease and the Landlord cannot make a reasonable accommodation to enable the Resident to comply with the Lease; the following action shall be taken: The Landlord will assist the Resident or designated member(s) of the Resident's family to move the Resident to more suitable housing. If there are no family members, the Landlord will work with appropriate agencies to secure suitable housing. This Lease will terminate upon the Resident moving from the unit.

20. **DELIVERY OF NOTICES:**

Notice by Landlord: Any notice from the Landlord shall be in writing and either personally delivered to the Resident or to an adult member of the Resident's family residing in the dwelling unit, or sent to the Resident by Certified Mail, return receipt requested, properly addressed, postage pre-paid. The provisions as to notices given by the landlord stated herein do not apply to the notice requirements of Paragraph 17 regarding lease terminations and notice to vacate.

Notice by Resident: Any notice to the Landlord shall be in writing, and either personally delivered to the Landlord at the Landlord's Respective Development Office, or sent to the Landlord by first-class mail, postage pre-paid and addressed to: The Housing Authority of Covington, addressed to individual development offices: Latonia Terrace, 2940

Madison Avenue, Covington, KY 41015; Emery Drive, 1016 Emery Drive Number 2, Covington, KY 41011; City Heights, 2500 Todd Court, Covington, KY 41011; Golden Tower, 50 E. 11th Street, Covington, KY 41011. Email correspondence does not constitute official delivery of notice.

If the Resident is visually impaired, notices shall be in accessible format.

21. **GRIEVANCES:** Any Criminal Activity that threatens the health, safety or right to peaceful enjoyment of the Landlord premises by other Residents or Landlord employees, or any Drug Related Criminal Activity engaged in by the Resident, any member of the Resident's household, guest or another person under the Resident's control, shall be cause for termination/non-renewal of occupancy as provided by Section 5101 of the Anti-Drug Abuse Act of 1988, amendments of Section 6 (1) of the United States Housing Act of 1937, and Title 24 Code of Federal Regulations (CFR) Part 966, and/or Federal, State, and Local Law. Proof of violation shall not require criminal conviction, but shall be by a preponderance of the evidence. This policy is posted in the Landlord's Management Office, where copies are available upon request. Evictions for criminal activity or drug related criminal activity will be governed by 42 U.S.C. 1437d(1)(6) as implemented by 24 C.F.R. 966.4(f)(12)(i) and will not be governed by the grievance procedure of the authority.

All individual grievances or appeals, with the exception of those above, shall be processed under the Grievance Policy. This policy is posted in each development office, where copies are available upon request.

Before the Landlord shall schedule a Grievance Hearing for any grievance concerning the amount of rent the Landlord claims is due, the Resident must first bring their rent account current by paying to the Landlord an amount equal to the amount of rent due and payable as of the first of the month preceding the month in which the act or failure to act took place. After the hearing is scheduled, the Resident shall continue to deposit this same monthly rent amount into the Landlord's escrow account until the complaint is resolved by the decision of the hearing officer or panel.

When the Landlord is required to afford the Resident the opportunity for a hearing in accordance with the Landlord's grievance 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 time for the Resident to request a grievance hearing has expired, and (if a hearing was timely requested by the Resident) the grievance process has been completed.

22. **RESIDENT HANDBOOK:** The Resident agrees to obey Resident Handbook requirements, which are reasonably related to the safety, care and cleanliness of the building and the safety, comfort and convenience of the Residents. The Landlord may modify such requirements from time to time provided that the Resident receives written notice of the proposed change, reasons for the change and an opportunity to submit written comments during a thirty (30)-calendar day comment period at least thirty (30) days before the proposed effective date of the change in the Handbook. The existing Resident Handbook shall be posted in the property and attached to this Lease.

23. **DISCRIMINATION PROHIBITED:** The Landlord shall not discriminate based upon race, color, creed, religion, national origin, sex, marital status, age, handicap or disability, familial status, or recipients of public assistance, and shall comply with all nondiscrimination requirements of Federal, State and local law.
24. **ATTACHMENTS TO THE LEASE:** The Resident certifies that they have received a copy of this Lease and the following Attachments to this Lease, and understands that these Attachments are part of this Lease.
1. Lead based paint notice; Federal Privacy Act/ HUD Authorization Consent Form, Inspection Sheet;
 2. The Testament of Understanding of Rules-Policies;
 3. A copy of the Resident Handbook; and
 4. The Smoke Free Housing Policy.
 5. Moisture Control Addendum
25. **VIOLENCE AGAINST WOMEN ACT PROTECTIONS:** The Violence Against Women Act provides the following protections to public housing residents.
- a. The Landlord will not terminate or refuse to renew the Lease and will not evict the Resident or a member of Resident's household from the dwelling unit if the Resident or household member is a victim of actual or threatened domestic violence, dating violence, or stalking as those terms are defined by the Admission and Continued Occupancy Policy (ACOP).
 - b. Under the Violence Against Women Act, the Landlord may bifurcate this Lease in order to evict, remove, or terminate assistance to any person who is a Resident or a lawful occupant under this lease when such person engages in criminal acts of physical violence against family members or others, on or off the premises. Landlord may take such action without evicting, removing, terminating assistance to, or otherwise penalizing a victim of such violence who is the Resident or is a lawful occupant under this Lease.
 - c. Notwithstanding anything to the contrary contained in paragraphs a and b above, the Landlord may terminate the Lease and evict the Resident if the Landlord can demonstrate an actual and imminent threat to other residents or to those employed at or providing goods or services to the site in which the unit is located, if the resident's tenancy is not terminated.
 - d. Nothing in this section shall prohibit the Landlord from terminating the Lease and evicting the Resident based on any violation of this lease not involving domestic violence, dating violence, or stalking against the Resident or household member provided that the Landlord does not subject such a tenant to a more demanding standard than other tenants in making the determination whether to evict or to terminate assistance or occupancy rights.
26. **WAIVER PROVISION:** The failure or omission of the Landlord to enforce provisions of this lease for any cause given above shall not negate the right of the Landlord to do so later for similar or other causes.

27. **MODIFICATION:** Modifications and amendments of the Lease shall be accomplished as provided by Paragraph 2 herein.

Signatures:

RESIDENT: 1) _____ Date _____

RESIDENT: 2) _____ Date _____

LANDLORD: _____ Date _____

*Renter's insurance is highly recommended.