

HOUSING AUTHORITY OF COVINGTON

PUBLIC HOUSING LEASE

1. **PARTIES AND DWELLING UNIT:** The parties to this Lease are The Housing Authority of Covington (HAC), 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. Additions and / or removals from the household shall be reported to the Housing Specialist within seven (7) 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 childcare 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. Rent is payable by check or money order addressed to HAC and placed in the rent collection box located at the property management office of each development. If a reasonable accommodation on where to pay rent is needed, other arrangements can be made. The Landlord will accept no cash. If the 7th of the month falls on a weekend or holiday, rent must be paid the business day prior to avoid applicable late fees. When the 7th falls on a business day, the rent must be paid no later than 4:30pm at the end of the business day. Payments received after 4:30pm will be considered late. Payments made on residents' accounts will be paid to the oldest debt first.

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 \$35 late charge will be assessed until the end of business on the last day of the month. 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 Recertification Department at 2300 Madison Ave.

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.

Residents residing in our Project Based units and receive subsidy for their rents, if subsidy is lost and unable to be maintained, will be charged the full rent for the unit (tenant portion + Subsidy amount) and will be given a lease termination as the lease requires subsidy to be received by the resident in unit.

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

_\$_____ Fob Deposit

_\$_____ Pet Deposit – Residents paying a pet deposit, will also incur a \$10 a month pet fee. 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 two payments: The first payment will be due upon leasing the unit, the 2nd payment will be due the following month. 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 number is XXXXXXXXXX1777. 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 MoveOut 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. permits 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. engages 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; Use of address will be considered verification of unauthorized occupancy and may be subject to lease termination.
- i. allow any animal on the premises that has 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.
- j. Install any air conditioner(s) into any window of the apartment by themselves or persons acting on behalf of resident. No air conditioner(s) will be installed in a window on the side where a fire escape exists as it will block safety egress.
- k. Knowingly encourage or allow any person on the HAC trespass list to visit or reside in their home, or on the property of any HAC owned or managed properties. Current updated lists are available to be viewed in each property management office.
- l. Not chain or tie bikes, mopeds or other objects to gas pipelines or other building exterior surfaces. Gas powered vehicles may not be parked in the yard or porch.
- m. Not permit household members or guests to graffiti exterior of the building or any other surfaces on HAC property.
- n. Smoke in the apartment, including hookah, cigarettes, vapes, illegal substances, or any other products.
- o. Store flammable material or gasses within the apartment or on the property. Including but not limited to, propane tanks, lighter fluids, fireworks, and gasoline.

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 livein 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 Movein 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 moveout inspection.

7. **UTILITIES:** In the case of most 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 July of every year, with at least 30-day notice given to all affected residents and posted in the property management offices. Any charges for excess consumption of electric will be due with the rent statement that includes the charges, excess utility charges are billed 30 days behind.

For public housing residents that reside in our New Site Properties, Academy Flats or Eastside Revitalization 1 property, and are responsible for their gas and/or electric bill, if receiving a utility allowance payment, will need to provide their Duke account number to the property manager. Any payments of utility allowances will be paid directly to the provider on the residents' behalf. The amount will be based on income, household size and rent calculations, done at interim and annual recertification reviews. The new utility allowance schedule provided by HUD, must be implemented within 90 days following the release of the schedule, which could result in an increase or decrease in utility allowance payment or rent portion due.

For residents who reside in the Academy Flats, New Site Properties (NSP) and Eastside Revitalization I, the Landlord will provide water and sanitation. 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.

Residents residing at our developments that utilize trash carts, are responsible in taking the cart to the curb no earlier than 6pm the night before trash collection and no later than 7am the day of collection. Carts must be returned to the apartment by 7am the day after collection. Failure to take cart to curb and from curb will result in a charge, equal to one

hour maintenance labor, per occurrence, if HAC staff performs these services for the household. All trash and debris must be in tied trash bags or placed in trash cart. Repeated violations will result in lease termination. A copy of the trash collection requirements is available at the property management office.

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. The Resident must report and provide supporting documentation of any change in income, asset, and/or household composition, to the Housing Specialist, within seven (7) calendar days, whenever they occur, between Annual Rent Recertifications.

HUD no longer offers the Earned Income Disallowance. After 1/1/2024. For those still on the EID allowance, the program will discontinue on 12/31/2025. The rent will be based on 30% of the household's annual adjusted income.

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 recertification, 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 childcare, 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 contact the Housing Specialist 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.

Under the Housing Opportunity Through Modernization Act (HOTMA) of 2016, over-income is defined as a family with adjusted income which exceeds 120% of area median income (AMI).

After a family's adjusted income has exceeded 120% of AMI for two consecutive years, HAC will terminate tenancy within six months of completion of the two consecutive years of being over income.

9. **INTERIM RENT ADJUSTMENTS:** The Resident must report and provide supporting documentation of any change in income, asset, and/or household composition, to the Housing Specialist, within seven (7) calendar days, whenever they occur between Annual Rent Recertifications. Such changes include, but are not limited to, the following: Changes in income, assets and household composition.

- 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. Disability 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 review the verifications 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 Housing Specialist, 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, unless the delay is caused by the resident by not recertifying on time, or delayed in verifying income and/or assets, the change will become effective on the appropriate date.

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 from flat rent to income-based 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.
- c. In the event a resident has been charged retro rent, in the amount of \$2500 or greater, this will be considered Fraud, and the Housing Authority will move to evict based on Criminal Fraud. The Housing Authority reserves the right to prosecute for failure to report timely or provide verification of income.

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 according to HAC Housekeeping policy
- 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 HAC 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 HAC to access the unit to make the necessary repairs. Please note that HAC'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 HAC if the smoke detector is inoperable for any reason.
- j. promptly notify HAC of any pest infestations noted in or around their dwelling unit.
- k. fully cooperate in any pest control efforts made by HAC, including preparing for treatments, maintain acceptable housekeeping standards and not refusing treatments without good cause. Refusals without good cause will be subject to a refusal charge of \$100.00 equal to what HAC is billed from Contractor. Follow up treatments caused by refusals, failure to prepare or poor housekeeping will be subject to at any and all of the charge by the contractor, will be billed back to the resident.
- 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 HAC's itemized statement of the repair charges. In addition, if HAC 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 HAC's office. If the item is not listed on the Schedule, the Resident shall be charged the actual cost of materials and labor. not to install window air conditioning units by themselves. They must be installed by HAC's employee; and
- m. 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.

HAC 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 HAC.
- b. HAC 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. HAC shall offer standard alternative accommodations, if available, when necessary, repairs cannot be made within a reasonable time.
- d. HAC 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 HAC'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, preventive maintenance, pest control, or to show the dwelling unit for rerenting. The notice shall specify the date and purpose for the entry. The Resident shall permit the Landlord, their agents, or other persons, when showing proper identification to enter the dwelling unit for these purposes. Failure to allow the Landlord or authorized persons to enter the unit may result in lease termination.

When resident is requesting a work order for repairs needed of the unit assigned, this will constitute immediate permission to enter the unit, to complete said repairs, unless otherwise noted with the work order clerk. The **work order number** is **859.655.7300**. On weekends or afterhours, it is answered by an answering service that will dispatch the call to maintenance.

Workorders are scheduled at HAC Maintenance discretion.

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 Recertification, to return all recertification packets and supporting documents by the required deadline, 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 recertification 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. This includes but not limited to harassment, bullying, and physical threats. There is zero tolerance for adult and youth bullying on HAC premises.
- n. failure to abide by the provisions of the pet / assistance animal 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. This can include, but not limited to manufacturing and/or cultivation of suspected illegal substances.
- 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 have 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, removing smoke detector or any parts of the detector, or failing to notify the Landlord if the smoke detector is inoperable for any reason. This applies to carbon monoxide detectors at applicable developments.
- x. failure to promptly notify the Landlord of any pest infestations noted in or around their dwelling unit.
- y. poor housekeeping that contributes to pest infestation as well as the failure to comply with pest control treatment preparations as directed by the contractor and/or HAC staff. Failure to pay for pest control charges as a result of a tenant’s refusal to cooperate will be considered a lease violation.
- 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
- ff. illegal dumping on the Landlord’s property.
- gg. Repeated violations within a six-month period of material terms of the lease.
- hh. Residents are prohibited from allowing former residents of HAC, who have been evicted, to occupy the unit for any period of time.
- ii. Knowingly encourage or allow any person on the HAC trespass list to visit or reside in their home or on any HAC owned or managed property.
- jj. Families must advise HAC if they will be absent from the unit for more than 30 days, residents are responsible for securing the unit and providing emergency contact information to property management.
- kk. In the event a resident has been charged retro rent, in the amount of \$2500 or greater, this will be considered Criminal Fraud, and the Housing Authority will move to evict based on Criminal Fraud. The Housing Authority reserves the right to prosecute for failure to report timely or provide verification of income, assets and/or family composition.

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, thirty (30) calendar days to cure or vacate within the same 30 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 mail, properly addressed, postage prepaid. If it is known to HAC, that the resident is incarcerated at the time of notice, an additional notice of lease termination will be certified/mailed to proper detention facility.

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 (30 days) or to the last date of the current month, whichever date comes first. The resident is responsible for rent until the possession of the unit (keys) have been turned in and in addition to the requirements listed by the notice period.

Upon vacating the assigned apartment, the resident (former resident) will be mailed an itemized statement of charges assessed to their account and detailed explanation how the security deposit will be used. If the former resident is owed a security deposit refund, it

will be mailed within 30 days of vacating apartment to the address provided on the vacate form or last known address, if vacate form was not completed by resident. If a balance is owed, the former resident will have 30 days to pay or dispute charges, then the account will be placed in collections for recovery.

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 rerented, 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.

In order for a non-lease holder to have access to a unit occupied by an HAC resident, the non -lease holder must provide appropriate court orders or documentation establishing a legal right to do so, such as Power of Attorney or Court Appointed Conservatorship along with photo identification. A copy will be made for resident's file.

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, taped to resident door, or may be sent to the Resident by Certified Mail, return receipt requested, properly addressed, postage prepaid. 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 prepaid and addressed to: The Housing Authority of Covington, addressed to individual development offices: Latonia Terrace, 2940 Madison Avenue, Covington, KY 41015;; 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(l)(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 Procedure. This procedure is posted in each development office, where copies are available upon request.

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 MOVE-IN PACKET:** The Resident agrees to obey the 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 requirements. The existing Resident requirements shall be 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.