

# Public Housing Lease Agreement

Name of Tenant:

Lease Address:

Bedroom Size: BR

Lease Start Date:

- I. **Lease of Residence.** The City of Chandler, an Arizona municipal corporation, by and through its Housing and Redevelopment Division, acting as the Housing Authority of the City of Chandler (the "Authority"), does hereby lease to the above-named tenant ("Tenant") the residence located at the above-stated address and described further below (the "Residence"), pursuant to the terms and conditions of this Public Housing Lease Agreement (the "Lease"), which the parties hereto intend and agree shall be binding upon the Authority, Tenant, and any adult member of Tenant's household as a Co-Tenant.
- II. **Household Composition.** Except as otherwise indicated, the use of the Residence is limited to Tenant's household. Tenant's household only consists of Tenant (listed below as Head of Household) and those other persons listed below and having the relationship to Tenant indicated below (the "household members" or "Tenant's household members"). Any of Tenant's household members that is 18 years of age or older is deemed to be an adult member of Tenant's household and shall sign the Lease as a Co-Tenant. A Co-Tenant is subject to the terms and conditions of the Lease to the same extent as Tenant, but has no right of occupancy and use of the Residence greater than that of Tenant and may not continue to occupy and use the Residence in the event Tenant's right to occupancy and use of the Residence is terminated for any reason.

(List Tenant first, and list all other persons in order by age, oldest to youngest. Add a written addendum to complete the listing if not enough space is available below.)

Name	Relationship	Age & Birthdate	Social Security #
	Head of Household		

- A. Any addition to the household members, including the addition of any live-in aide or a foster child, **but excluding natural births**, requires prior written approval of the Authority. The Authority will grant such approval only if the proposed additional member passes the Authority's screening criteria and a dwelling unit of the appropriate size is available. "Live-in aide" means a person who resides with an elderly, disabled or handicapped person and who (i) is determined by the Authority to be essential to the care and well-being of the person, (ii) is not obligated for the support of the person, and (iii) would not be living in the dwelling unit except to provide the necessary support services.
- B. Any change in the composition of Tenant's household shall be reported by Tenant in writing to be received by the Authority within ten (10) business days of the occurrence in accordance with Paragraph E.2 of Section VII of the Lease.

### III. The Residence.

- A. If the Lease is for a conventional unit (apartment), the "Residence" consists of the dwelling unit at the above-stated address ("dwelling unit"), including any adjoining entrance or access way to the dwelling unit, which is located within the public housing development owned, operated and/or maintained by the Authority at that address (the "Development"), and includes permission for Tenant and Tenant's household members to use the common areas of the Development, along with other residents of the Development. The Development also includes any additional facilities and grounds used by the Authority to provide educational, recreational or other support services for the benefit of the residents of the Development alone or jointly with residents of other public housing developments owned, operated and/or maintained by the Authority.
- B. If the Lease is for a scattered site unit (single family home), the "Residence" is all of the real property at the above-stated address, including, without limitation, the dwelling unit and any other improvement upon the real property, any entrance or access way to the real property and/or the dwelling unit, and any yard or grounds at the real property.
- C. Regardless of the type of unit leased, the dwelling unit also includes without additional charge the following appliances: cooking range and refrigerator.
- D. As used in this Lease, the term "premises" means the Tenant's Residence.

### IV. Utilities.

#### CONVENTIONAL UNITS (Apartments):

- A. The Authority shall furnish the following utilities, but is not responsible for the absence of any such utility services caused by matters beyond the control of the City of Chandler's Housing and Redevelopment Division: water, sewer, and refuse collection.
- B. Tenant shall arrange and pay for the following utilities, which are not furnished by the Authority, but which are needed to maintain a decent, safe and sanitary dwelling: electricity and gas. Tenant shall be responsible for arranging and paying for these utilities and shall present proof of utility arrangements prior to signing the Lease.
- C. The Authority shall provide a utility allowance for Tenant-purchased utilities (other than the telephone). The allowance will be based upon the monthly cost of a reasonable consumption of such utilities and the allowance will be posted in a Utility Allowance Schedule available at the Housing and Redevelopment Division Office.

#### SCATTERED SITE UNITS (Single Family Homes):

- A. All utility services shall be provided by Tenant. Tenant shall be responsible for arranging and paying for all utilities and shall present proof of utility arrangements prior to signing the Lease. Utilities include electricity, gas, water, sewer and refuse collection (where not part of water or sewer service).
- B. The Authority shall provide a utility allowance for Tenant-purchased utilities (other than the telephone). The allowance will be based upon the monthly cost of a

reasonable consumption of such utilities and the allowance will be posted in a Utility Allowance Schedule available at the Housing and Redevelopment Division Office.

**V. Lease Term.** The term of the Lease shall be for a period of twelve (12) months beginning on the lease start date indicated above (the "Lease Start Date"), and shall be renewed automatically for successive twelve (12) month periods *provided that* Tenant and all adult members of Tenant's household have fully complied with their community service obligations (described in Paragraph T of Section X of the Lease), and the Lease has not been terminated or is in the process of being terminated for good cause. The Lease Start Date is also the date on which Tenant may first occupy the dwelling unit.

**VI. Lease Payments.** Payments due to the Authority from Tenant under the Lease are:

A. **Rental Payment.** Tenant shall pay a monthly rent of \$\_\_\_\_ and it shall remain in effect unless adjusted by the Authority in accordance Section VII below. If the Lease Start Date is not the first day of the calendar month, then the prorated rent for the first calendar month of the lease term is **\$0.00. The monthly rent is DUE and PAYABLE in advance on the first day of the month and is delinquent thereafter**, except that any prorated rent for the first calendar month of the lease term is due and payable on the Lease Start Date. Any other charges that are due and owing shall be paid at the same time as the monthly rent. The monthly rent and other charges shall be paid at the *City Hall, Utility Office, 175 South Arizona Avenue, bldg. A, Chandler, Arizona 85225*, or at such other location as may be subsequently designated in writing by the Authority. **No partial payments of any rent that is due and payable will be accepted.**

B. **Rental Basis.** The monthly rent is based on the following: (Check One)

☐ the Authority-determined flat rent for the unit (flat rent option).

☐ the income and other information reported by the Tenant (income-based rent option).

Tenant may change the basis on which monthly rent is determined at the time of Tenant's annual review. Also, if Tenant is currently using the flat rent option, then, at any time Tenant so requests, the Authority will immediately provide for Tenant to make rent payments using the income-based rent option upon making a determination that the Tenant is unable to pay current monthly rent because of financial hardship to Tenant's household, including: (a) decrease of household income; (b) increase in household expenses for medical costs, child care, transportation, education or similar items; and (c) such other hardship situations as may be determined by the Authority.

C. **Other Charges.** Tenant shall also pay certain additional charges as follows:

1. **Maintenance costs** -- Tenant shall pay a charge for the cost of maintenance services or repairs incurred by the Authority due to damage to the Residence, beyond normal wear and tear, caused by intentional or negligent acts (either of omission or commission) of Tenant, any of Tenant's household members or by any guest (defined below). The charge for the cost of such service or repair shall be based upon either the Schedule of Maintenance Charges posted by the Authority at the Housing Office (defined below) or, for work not listed on the Schedule of Maintenance Charges, the actual cost to the Authority for the labor and materials needed to complete the work. If overtime work is required, overtime rates shall be charged.

2. **Late Charge** -- Tenant shall pay a late fee charge of \$25.00 per month if rent or other charges then due are not paid until after the fifth (5th) calendar day of the month.

The charges listed in paragraphs C.1 and C.2 above shall not be due and payable until fourteen (14) days after the Authority gives written notice of the charges. The Authority, in its sole discretion and where it has determined that undue hardship to Tenant exists, may enter into a written agreement with Tenant for payment of maintenance costs through periodic installment payments over a fixed period of time not to exceed six (6) months, but the failure to make any installment payment when due under such an agreement shall, without further notice or demand, cause the full amount of the maintenance charges covered by the agreement to become immediately due and payable, and shall constitute a violation of Tenant's payment obligation under the Lease.

- D. **Security Deposit**. Tenant shall pay a security deposit of \$ \_\_\_\_\_. The security deposit shall be held on deposit, accruing no interest to Tenant, and shall be refunded to Tenant on termination of the Lease after deducting that amount necessary (i) to pay the cost of any rent or other charges due and owing by Tenant at the termination of the Lease and (ii) to reimburse the Authority for the cost of repairing any damage to the Residence, beyond normal wear and tear, caused by intentional or negligent acts (either of omission or commission) of Tenant, any of Tenant's household members or by any guest.

1. The security deposit shall not be used to advance payment of rent or other charges owing by Tenant while Tenant continues in occupancy of the premises.
2. Within thirty (30) days after termination of the Lease and recovery of possession of the premises by the Authority, an itemization of all amounts to be deducted from the security deposit shall be contained within a written notice delivered to Tenant together with the balance of the security deposit payable to Tenant, provided that Tenant has delivered to the Authority written notice of Tenant's forwarding address.

- E. **Posting of Payments**. Payments will be applied as follows:

1. Late unpaid rent for prior months
2. Maintenance charges
3. Late charges
4. Other charges
5. Current rent

## **VII. Resident Information and Re-determination of Rent, Dwelling Size, and Eligibility.**

- A. **Annual Review**. The Authority shall conduct an annual review of the circumstances of Tenant's household to re-determine the monthly rent amount and the suitability of the size of the dwelling unit.

1. If Tenant's rent is based on the flat rent option, a review of Tenant's household's income will occur only every third year that the Lease is in effect. However, at each annual review, rent for the next succeeding twelve (12)

month period of the Lease shall be determined, and issues related to suitability of the dwelling unit given the household's composition may be addressed. Tenant shall also be provided the opportunity to change to the income-based rent option for the next succeeding twelve (12) month period of the Lease.

2. If Tenant's rent is based on the income-based rent option, the Authority shall conduct an income review of Tenant's household and the rent for the next succeeding twelve (12) month period of the Lease shall be determined, as well as suitability of the dwelling unit given the household's composition. Tenant shall also be provided the opportunity to change to the flat rent option for the next succeeding twelve (12) month period of the Lease.

B. **Special Review.** In cases where annual income cannot be projected for a twelve-month period or Tenant is reporting no income and has chosen the income-based rent option, the Authority shall schedule special rent reviews every thirty (30) days. Monthly rent may be adjusted upon completion of the review.

C. **Interim Review.** An interim review may be conducted by the Authority if:

1. A person with income joins Tenant's household;
2. Tenant can verify a change in Tenant's circumstances (such as a decline in or loss of income due to circumstances beyond the resident's control) that would justify a reduction in monthly rent or switching to the income-based rent option for rent determination;
3. It is found that Tenant has misrepresented the facts upon which the monthly rent amount is based so that the rent Tenant is actually being charged is less than the rent that Tenant would have been charged if the misrepresentation has not been made; or
4. Rent determination formulas or procedures are changed by applicable law.

D. **Community Service Compliance Review.** Thirty (30) days prior to the end of the lease term, the Authority shall review and determine if the adult members of Tenant's household are in compliance with their community service obligation (Section X, Paragraph T). If the Authority determines that not all of the adult members of Tenant's household have complied with the requirement, the Authority shall notify Tenant that: (i) Tenant or another adult household member is not in compliance; (ii) determination of noncompliance is subject to the grievance procedure available under this Lease; and (iii) unless Tenant enters into an agreement prior to the end of the lease term to cure the compliance deficiency over the next twelve (12) month term of the lease, Tenant's lease term will not be renewed.

E. **Tenant Reporting Requirements.**

1. Tenant agrees that, in connection with any annual, special or interim review, Tenant shall furnish to the Authority, within a reasonable time after request to do so, accurate and complete information regarding Tenant's financial and

household circumstances, including without limitation, information concerning household composition, age of the household members, income and source(s) of income of Tenant and all of the household members, assets, expenses and related information deemed necessary by the Authority to consider re-determination of rent, suitable dwelling unit size, and eligibility.

a. When requested, Tenant shall also provide verification of the information furnished, and/or independent verification of information concerning income from the source of the income, and/or any release needed for the Authority to obtain verified information relevant to a re-determination from third-party sources.

b. It is agreed that failure to furnish information, verifications or releases needed for the review to be made by the Authority, or to provide accurate and complete information, shall be a serious violation of the terms of the Lease and a good cause for the Authority to terminate the Lease.

2. Tenant shall report in writing within ten (10) business days of occurrence to the Authority any of the following changes in household circumstances when they occur between the time of any annual review:

a. An additional person has been added to the household through birth, adoption, or court-awarded custody;

b. A household member is leaving or has left and will be residing elsewhere; or

c. There has been an increase in household income or decrease in household's allowable expenses.

3. If Tenant or Tenant's household receives information regarding income, earnings, wages, or unemployment compensation from the Department of Housing and Urban Development (HUD) pursuant to an income verification procedure of HUD, Tenant shall disclose such information, upon receipt of such information, to the Authority.

F. Any re-determination made as part of a review shall be based upon the information provided by Tenant or obtained by the Authority and shall be made in accordance with the Authority's Admissions and Occupancy Policy, which is posted at the Housing Office. A copy of the policy will be furnished on request at the expense of the person making the request.

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

2. If, as part of a special or interim review, a rent reduction is granted due to change in Tenant's circumstances, any subsequent increase in the income of the Tenant's household shall be reported in writing to the Authority within ten (10) business days of the occurrence. The failure to make such report may result in a retroactive re-computation of monthly rent.

G. **Rent Adjustments.** Tenant shall be notified in writing of any rent adjustment to be made upon completion of a re-determination review. The notice will state the effective date of the rent adjustment.

1. If rent is decreased, the adjustment shall become effective on the first (1st) day of the month following the reported change in circumstances or change in applicable law, provided Tenant reported the change in a timely manner, as specified above (when change is based on new circumstances).
2. If rent is increased because an increase in income occurs which is reported within ten (10) business days of the occurrence, in writing, the increase will be completed and effective on the first of the month following 30 days' notice to the family. .
3. In the case of a rent increase due to a change in applicable law, the increase will become effective the first (1st) day of the second (2nd) month following the month in which the Authority notifies Tenant of the law or regulatory change.
4. If, within the time required by the Lease, Tenant fails to report any change in household composition or any subsequent increase in income, or fails to furnish the information or documents described in paragraph E above, or if Tenant misrepresents facts on which rent is based, and therefore avoids what would have been a change to a higher monthly rent amount, then, upon discovery of either Tenant's failure to properly disclose or Tenant's misrepresentation, the Authority shall retroactively re-compute the rent which Tenant should have been charged effective as of the date such change should have occurred. Any such retroactive rent shall be due and payable in its entirety on the first (1st) day of the second (2nd) month following the month in which the Authority notifies Tenant of the increase. Retroactive rent is in addition to any other rights or remedies available to the Authority, including termination of the Lease.

H. **Treatment of Income Changes Resulting From Welfare Requirements.**

1. This Subsection applies to Tenant if Tenant or any member of Tenant's household receives benefits for welfare or public assistance from a State or other public agency under a program for which the Federal, State or local law relating to the program requires, as a condition of eligibility for assistance under the program, participation of Tenant or a member of Tenant's household in an economic self-sufficiency program (the "assistance program").
2. Tenant's rent shall not be reduced if the decrease in the annual income of Tenant's household is caused by a reduction of the assistance program

benefits received by Tenant or any member of Tenant's household that is the result of:

- a. any failure of Tenant or a household member to comply with the conditions of the assistance program requiring participation in an economic self-sufficiency program or other work activities; or
  - b. any act of fraud.
3. Where paragraph I.2 above applies, the amount of income to be attributed to Tenant household shall include what the household would have received had there been compliance with the requirements of the assistance program or an act of fraud had not been committed.
  4. For purposes of rent adjustments, the reduction of benefits from the assistance program that occurs as a result of the expiration of a time limit for receipt of assistance will not be considered a failure to comply with the program's requirements. Tenant's rent will be reduced as a result of such a decrease.
  5. The Authority will verify the information provided by Tenant to determine if a decrease in the rent is warranted.

I. **Transfers.**

1. Tenant agrees to transfer to another appropriate size dwelling unit leased by the Authority if the Authority determines that, based on Tenant's household composition, the size or design of Tenant's present dwelling unit is inappropriate.
2. Tenant agrees to transfer to another unit if the Authority determines that such transfer is necessary to rehabilitate, repair or demolish Tenant's present dwelling unit.
3. If Tenant makes a written request for a special unit feature in support of a documented disability or handicap, the Authority shall modify Tenant's existing dwelling unit, subject to its determination that the request is reasonable. If the cost and extent of the modification are equivalent to those for a fully handicap-accessible unit, Tenant agrees that the Authority may transfer Tenant to another unit with the features requested at the Authority's expense.
4. Tenant acknowledges and agrees that if Tenant is not disabled, but is occupying a dwelling unit containing special features for disabled persons, the Tenant will transfer to a unit without such features should another person eligible for housing assistance need Tenant's present dwelling unit. Tenant further acknowledges that Tenant shall be responsible for all costs associated with the transfer to another dwelling unit pursuant to this section.



5. Transfers under paragraphs I.1 through I.4 above shall not occur until at least seven (7) days after written notice is given by the Authority to Tenant. Tenant shall leave the dwelling unit from which Tenant is transferred in a clean and good condition, reasonable wear and tear accepted, and shall return all keys to such dwelling unit or any other portion of the premises. If Tenant refuses to move after the notice is given, such refusal shall be deemed a serious violation of the Lease and good cause for Lease termination by the Authority.
6. When the Authority makes a re-determination of the monthly rent amount payable by Tenant, or determines that Tenant must transfer to another unit based on household composition, or otherwise determines that a transfer is required, the notice of such action given to Tenant by the Authority shall inform Tenant that Tenant may ask for an explanation stating the specific grounds of the Authority determination, and that if Tenant does not agree with the determination, Tenant shall have the right to request a hearing under the Authority's grievance procedure. The change in rent or the transfer to another unit shall be deferred or postponed until either the time to request a hearing has expired or, where timely requested, the hearing process has been completed.
7. The Authority will consider a Tenant request for a transfer in accordance with transfer priorities established in the Admissions and Occupancy Policies.
8. For conventional units, the Authority will consider a transfer for a Tenant who lives in a development where Tenant's income category (below or above 30% of area median) predominates and wishes to move to a development where Tenant's income category does not predominate.

#### **VIII. Use of the Premises.**

- A. The dwelling unit shall be used only as a private residence for Tenant and Tenant's household members, except that Tenant and the household members may request an exception for certain limited incidental activities on a case by case basis in the dwelling unit if the Authority has given prior written consent to do so. All exceptions will require prior written approval and, if the activity will continue in the following year, a new exception request will need to be submitted for approval.
- B. Tenant shall give *prior* notice to the Authority of any guest staying overnight at Tenant's premises and any such overnight stay is deemed an accommodation for the guest. Reasonable accommodation for a guest is permitted only so long as the guest is not provided accommodations in or upon the premises, including the dwelling unit, for more than a total of fourteen (14) days in a twelve (12) month period, except with the express written permission of the Authority made upon written request from Tenant. As used in the Lease, "guest" means a person present in the dwelling unit or elsewhere upon the premises, other than Tenant or the household members, who is so present with the consent of the Tenant or one of the household members.
- C. Tenant, any of the household members and any guest shall only use the dwelling unit or any other portion of the premises for lawful purposes permitted under the Lease

and shall comply with all applicable rules and regulations of the Authority and with all applicable federal, state and local laws.

- D. Tenant, the household members and any guests, shall use not use the utilities furnished by the Authority so as to waste the utilities through excess utility consumption, and shall also use and operate all utilities, whether or not furnished by the Authority, so as to comply with all applicable laws, regulations or guidelines of any governmental entity regulating utilities or fuels.
- E. development for any reason if the Tenant has been evicted through the judicial process; (2) the Tenant is issued an eviction notice, appeals the eviction to the hearing office and the hearing officer upholds the City's decision; and/or (3) the Tenant fails to appeal the eviction notice within the requisite time period.

#### **IX. The Authority's Obligations.**

The Authority agrees to:

- A. Maintain the premises (and for conventional units, the Development) in a decent, safe and sanitary condition;
- B. Comply with the requirements of applicable building codes, housing codes, and HUD regulations materially affecting health and safety, including housing quality standards promulgated by HUD ("Housekeeping Standards");
- C. Make necessary repairs to the dwelling unit;
- D. For conventional units, keep the Development's buildings, facilities and common areas, not otherwise assigned to Tenant for maintenance and upkeep, in a clean and safe condition;
- E. Maintain in good and safe working order and condition electrical, plumbing, sanitary, heating, ventilating, and other facilities and appliances supplied or required to be supplied by the Authority;
- F. Provide and maintain appropriate receptacles and facilities (except containers for the exclusive use of Tenant's household) for the deposit of garbage, rubbish, and other waste removed from the dwelling unit by Tenant (scattered site units have receptacles provided as part of refuse collection service);
- G. Supply running water and reasonable amounts of hot water and reasonable amount of heat at appropriate times of the year according to local custom and usage, except where the building that includes the dwelling unit is not required by law to be equipped for that purpose, or where heat and/or hot water is generated by an installation within the exclusive control of Tenant and the utility connection is interrupted by the action or inaction of Tenant, any of the household members or a guest, including failure to arrange or pay for needed utility service; and
- H. Notify Tenant of the specific grounds for any proposed adverse action by the Authority. An "adverse action" may include, but is not limited to, a proposed lease

termination, transfer of the tenant to another unit, or imposition of charges for maintenance and repair, or a late charge fee. When the Authority is required to afford Tenant the opportunity for a hearing under the Authority's grievance procedure for a grievance concerning a proposed adverse action:

1. The notice of the proposed adverse action shall inform Tenant of the right to request such hearing. In the case of a lease termination, a notice of lease termination that complies with the notice requirements of Section XV shall constitute adequate notice of the proposed adverse action.
2. In the case of a proposed adverse action other than a proposed lease termination, the Authority shall not take the proposed action until time to request such a hearing has expired and (if hearing was timely requested) the grievance process has been completed.

**X. Tenant's Obligations.**

Tenant agrees:

- A. To arrange with local utility companies for turn-on of those utilities not provided by the Authority, continuously maintain such utility services and not to use prepaid credit card programs for electric service including by not limited to the e-mpower program.
- B. Not to assign the lease or to sublease any part of the premises, including the dwelling unit;
- C. Not to provide accommodations for boarders or lodgers;
- D. To use the dwelling unit solely as a private dwelling for Tenant and Tenant's household members, and not to use or permit its use for any other purpose except as expressly authorized in writing by the Authority;
- E. To abide by necessary and reasonable regulations provided by the Authority for the benefit and well-being of the Development and for the tenants of the Development, which regulations are posted in the Authority's Housing Office and which are incorporated by reference in the Lease so that violation of any such regulation shall constitute a violation of the Lease;
- F. To comply with all obligations imposed upon tenants by applicable provisions of state or local health, fire, building and housing codes materially affecting health and safety;
- G. To keep the dwelling unit and other such areas as may be assigned to Tenant for exclusive use in a clean and safe condition;
- H. To dispose of all garbage, rubbish, and other waste from the premises in a sanitary and safe manner and only in containers approved or provided by the Authority;
- I. To use only in a safe and reasonable manner all electrical, plumbing, sanitary, heating, ventilating, air-conditioning, and other equipment, facilities and appurtenances;

- J. To refrain from, and to cause any of the household members and any guest to refrain from, destroying, defacing, damaging, or removing any part of the premises and/or any part of the Development;
- K. To refrain from, and to cause any of the household members and any guest to refrain from, keeping, maintaining, harboring, or boarding any dog, cat, livestock, or pet of any type upon the premises or upon the Development, unless a verified disability is determined to warrant the possession of an animal, and then only with the written consent of the Authority and in compliance with any applicable rules or regulations of the Authority or unless such animal is permitted as a pet pursuant to the Authority's established pet policy;
- L. To refrain from, and to cause any of the household members and any guest to refrain from, the discharge of any weapons or firearms upon the premises and/or the Development;
- M. To refrain from, and to cause any of the household members and any guest to refrain from, keeping or storing any flammable or combustible materials upon the premises and/or the Development;
- N. To make no additions, alterations, decorations, improvements, or attachments to the dwelling unit, the premises or any equipment or appliances provided with the dwelling unit, except with the prior written approval of the Authority, and Tenant acknowledges that this prohibition includes, without limitation, making changes to or installing any new door locks and the use of nails, tacks, screws, brackets, or fasteners upon any part of the dwelling unit (a reasonable number of picture hangers excepted);
- O. To refrain from using aluminum foil as window coverings and the use of aluminum foil on stove top area;
- P. To pay reasonable charges (other than for normal wear and tear) for the repair of damages to the premises or the Development caused by Tenant, any of the household members or any guest;
- Q. To act, and cause any of the household members or any guest to act, in a manner which will not disturb any other resident of the Development in the resident's peaceful enjoyment of resident's accommodations and the Development, and which will be conducive to maintaining the Development in a decent, safe and sanitary condition;
- R. To comply with all rules and regulations of the Authority limiting the use or parking of vehicles upon the premises or the Development, including any prohibition against leaving any inoperable or unlicensed vehicle upon the premises or the Development or any prohibition against automobile repairs upon the premises or the Development;
- S. To keep any entrance to the dwelling unit (front or back) or walkway providing a means of access to the dwelling unit free from hazards and trash, and to keep the yard immediately adjacent to the dwelling unit free of debris and litter, but the Authority may provide a written exemption from this requirement where Tenant's household has no persons able to perform these tasks because of age or disability;

- T. To assure that each adult member of Tenant's household performs **eight (8)** hours per month of community service or participates in an economic self-sufficiency program unless exempted therefrom; and
- U. To assure that Tenant, any member of the household, a guest, or any other person under Tenant's control:
  - 1. Shall not engage in (i) any criminal activity or other activity that threatens the health, safety, or right to peaceful enjoyment of the Development of any other resident of the Development, or any employee or contractor of the Authority, or any person residing in the immediate vicinity of Tenant's premises; or (ii) any violent or drug-related criminal activity on or off the premises or the Development; and
  - 2. Shall not consume alcoholic beverages in or upon the premises or the Development, except within Tenant's dwelling unit; and, in any event, shall not interfere with the health, safety, or right to peaceful enjoyment of the Development by any other resident due to the abuse of alcohol or due to the illegal use of a controlled substance.

As used here and elsewhere in the Lease, "drug-related criminal activity" means the illegal manufacture, sale, distribution, use or possession with intent to manufacture, sell, distribute, or use, of a controlled substance (as defined in Section 102 of the Controlled Substance Act, 21 U.S.C. 802). As used here and elsewhere in the Lease, "contractor" means a person under contract with the Authority to provide services of any kind to the Development or any of its residents.

- V. To refrain from entering upon the Development and/or the dwelling unit, if evicted through a court judgment, from the dwelling unit.
  - W. Tenant acknowledges that, pursuant to HUD Final Order effective February 3, 2017, all Public Housing Authorities must implement a smoke-free policy. Smoking is not permitted anywhere on public housing grounds as of December 31, 2017, to include living units, interior and exterior common areas, outdoor areas, and in or near public housing and administrative office buildings.
- XI. Defects Hazardous to Life, Health or Safety.** In the event that the premises or the dwelling unit is damaged to the extent that conditions are created which are hazardous to life, health, or safety of the occupants:
- A. Tenant shall immediately notify the Authority of the damage;
  - B. The Authority shall repair the damage to the premises or the dwelling unit within a reasonable period of time after receiving notice from Tenant, and if the damage was caused by Tenant, any of the household members or any guest, the reasonable cost of the repair shall be charged to Tenant;
    - 1. The Authority may terminate the Lease and the housing assistance, if it is determined that the damage was purposeful, or the result of criminal activity.

- C. The Authority shall offer Tenant a replacement dwelling unit as an alternative accommodation, if available, where necessary repairs cannot be made within a reasonable time;
- D. If repair of the damage cannot be made within a reasonable time by the Authority and alternative accommodations are unavailable, then an abatement of a portion of the monthly rent shall be made by the Authority which is in proportion to the seriousness of the damage and loss in value as a dwelling, and which shall continue until the hazardous condition is repaired, except that no abatement of rent shall occur if Tenant rejects alternative accommodations made available by Authority or if the damage was caused by Tenant, any of the household members or any guest; and
- E. If the Authority determines that the damage is such that the dwelling unit is inhabitable because of imminent danger to the life, health, and safety of its occupants, and alternative accommodations are refused by Tenant, then the Lease shall be terminated, and any rent already paid for the current month will be refunded to Tenant provided the condition was not caused by Tenant, any of the household members or any guest.

## **XII. Move-in and Move-out Inspections.**

- A. Move-in inspection: The Authority and Tenant or Tenant's representative shall inspect the premises prior to the Lease Start Date. The Authority shall furnish Tenant with a written statement of the condition of the premise, both inside the dwelling unit and out, and the appliances or any equipment provided by the Authority with the dwelling unit. The statement shall be signed by the Authority and Tenant, and a copy of the statement retained in Tenant's folder. Any items agreed to by Authority and Tenant as being a deficiency shall be noted on the written statement and shall be corrected by the Authority, at no charge to Tenant, within a reasonable time after completion of the inspection.
- B. Move-out inspection: The Authority shall inspect the premises at the time Tenant vacates the premises and shall give Tenant a written statement of charges, if any, for which Tenant is deemed responsible. Tenant shall be provided an opportunity to participate in the move-out inspection, unless Tenant vacates without notice to the Authority.

## **XIII. Entry of Premises During Tenancy.**

- A. The Authority shall, upon reasonable advance notification to Tenant, be permitted to enter the dwelling unit during reasonable hours of any day for the purpose of performing routine inspections and maintenance, for making improvements or repairs, or to show the dwelling unit for re-leasing. "Routine inspection" includes, without limitation, an annual inspection of the dwelling unit, monthly pest control treatment and any required follow up inspection necessary to assure compliance with the Housekeeping Standards and House Rules. For purpose of this section, the time between 7:00 a.m. and 5:00 p.m. is deemed to conclusively be "reasonable hours", but nothing precludes entry at other times if it is reasonable to do so under the circumstances. A written statement specifying the purpose of the Authority's entry

delivered to the dwelling unit at least two (2) days before such entry shall be deemed reasonable advance notification.

- B. In the case of necessary repeat entry for ongoing pest control or maintenance "in process", tenant will be notified of the entry schedule upon the start of treatment. No additional notices for entry will be given, as tenant will be given a copy of the schedule.
- C. The Authority may enter the dwelling unit at any time without advance notification when there is reasonable cause to believe that an emergency exists.
- D. If Tenant and all adult members of Tenant's household are absent from the dwelling unit at the time of entry, the Authority shall leave in the dwelling unit a written statement specifying the date, time and purpose of entry prior to leaving the dwelling unit.

#### **XIV. Notice Procedures.**

- A. Except as required in Section XIII above, any notice to Tenant shall be in writing and personally delivered to Tenant or to an adult member of Tenant's household residing in the dwelling unit, or shall be sent by prepaid first-class mail properly addressed to Tenant.
- B. Any notice to the Authority shall be in writing, delivered to the Housing Office or sent to the Housing Office by prepaid first-class mail properly addressed. The Housing Office is the principal office of the Authority and it is *located* at: 235 South Arizona Avenue, Chandler, Arizona 85225. The Housing office *mailing* address is:  
  
Mail Stop 101, P.O. Box 4008  
Chandler, Arizona 85244-4008
- C. If Tenant is visually impaired, any notice to Tenant will be in an accessible format.

#### **XV. Termination of the Lease.**

- A. Tenant shall terminate the Lease and vacate the premises only upon giving the Authority thirty (30) days written notice. At termination, Tenant shall leave the premises in a clean and good condition; reasonable wear and tear accepted, and shall return all keys to the premises. The failure to return all keys shall be deemed a negligent or intentional action by Tenant resulting in damage incurred by the Authority for which the Authority may charge or claim an amount equal to the cost of replacing all of the locks affected.
- B. The Authority shall terminate the Lease only for a serious or repeated violation of a material term of the Lease, which includes, but is not limited to, failure to make payments due under the Lease or to fulfill the Tenant's obligations set forth in Section X or elsewhere in the Lease, and for other good cause. Without limiting the generality of the above, Tenant and the Authority agree that a single event or incident of the following matters shall constitute cause for termination:
  - 1. Any Tenant misrepresentation of household income, assets, or composition;

2. Any failure by Tenant to timely submit, when requested to do so, any certification, release, information, or documentation regarding household income or composition deemed to be needed by the Authority in order to fully and accurately complete an annual, special or interim review;
3. Any (i) criminal activity that threatens the health, safety, or right to peaceful enjoyment of the Development of any other resident of the Development, or any employee or contractor of the Authority, or any person residing in the immediate vicinity of Tenant's Residence; or (ii) any violent or drug-related criminal activity on or off the premises or the Development, where the above-described activity is engaged in by Tenant, any member of Tenant's household, any guest, or any other person under Tenant's control;
4. Any conviction for manufacturing methamphetamines on the premises;
5. Any determination or discovery that Tenant or a member of Tenant's household is a registered sex offender;
6. Any abuse (or pattern of abuse) of alcohol or any illegal use (or pattern of illegal use) of a controlled substance by Tenant, any member of Tenant's household, any guest, or any other person under Tenant's control, which is determined by the Authority to interfere with the health, safety, or right to peaceful enjoyment of the Development of any other resident of the Development;
7. If Tenant or any co-tenant is fleeing to avoid prosecution, or custody or confinement after eviction, under the laws of the place from which the individual flees, for a crime, or attempt to commit a crime, which is a felony under the laws of the place from which the individual flees, or which, in the case of the State of New Jersey, is a high misdemeanor under the laws of such State; and
8. Any violation by Tenant or any co-tenant of a condition of probation or parole imposed under Federal or State law.

As used in the Lease, "criminal activity" does not require a conviction or arrest and may be established by a preponderance of the evidence.

C. The Authority shall give written notice of the Lease termination of:

1. Fourteen (14) days in the case of failure to pay rent or other charges due;
2. Five (5) calendar days for utilities not in service;
3. A reasonable time considering the seriousness of the situation (but not to exceed thirty (30) days) when the health or safety of other residents, or the employees or contractors of the Authority, or any person residing in the immediate vicinity of Tenant's premises, is threatened; and



3. Thirty (30) calendar days in any other case, except that if a state or local law allows a shorter notice period, such shorter period shall apply.
- D. The notice of the Lease termination to Tenant:
1. Shall state specific grounds for termination, shall inform Tenant of Tenant's right to make such reply as Tenant may wish, shall inform Tenant of Tenant's right to examine the Authority documents directly relevant to the termination or eviction; and shall state the date upon which the dwelling unit shall be vacated; and
  2. When the Authority is required to provide Tenant the opportunity for an administrative grievance hearing concerning the lease termination, the notice shall also inform Tenant of Tenant's right to request a hearing in accordance with the Authority's grievance procedure then in effect; and
  3. When the Authority is not required to provide Tenant the opportunity for an administrative grievance hearing concerning the lease termination, and the Authority has decided to exclude such grievance from the Authority's grievance procedure, the notice of lease termination shall:
    - a. State that Tenant is not entitled to a grievance hearing on the termination;
    - b. Specify the judicial eviction procedure to be used by the Authority for eviction of Tenant, and state that HUD has determined that this eviction procedure provides the opportunity for a hearing in court that contains the basic elements of due process as defined in HUD regulations; and
    - c. State whether the eviction is for a criminal activity or other activity that threatens the health, safety, or right to peaceful enjoyment of the Development of any other resident of the Development or any employee or contractor of the Authority, or any violent or drug-related criminal activity on or off the premises or the Development, or any activity resulting in a felony conviction.
- E. In the case of termination for Tenant's failure to make payment due under the Lease, the 14-day notice shall also advise Tenant that if full payment of the amount then due and owing is made on or before the date upon which the dwelling unit is to be vacated, then the Tenant's lease violation shall be deemed cured, the Tenant shall not be required to vacate the premises and the Lease will be automatically reinstated in accordance with its terms and conditions, provided that this is not the fourth (4<sup>th</sup>) such 14-day notice given during a lease period. Notwithstanding the foregoing, the fourth (4<sup>th</sup>) such 14-day notice given during a lease period to Tenant for failure to make payment due under the Lease shall advise that Tenant's lease violation shall **not** be deemed to be cured even if Tenant pays all amounts specified in the notice, that there will be no reinstatement of the Lease and Tenant must vacate the premises within the time specified.

- F. The Lease shall not terminate, even if the date to vacate has expired, until the time for Tenant to request any applicable grievance hearing has expired, and (if a hearing was timely requested by Tenant) the grievance process has been completed.
- G. Termination of the Lease by the Authority shall be enforced by eviction of Tenant from the premises through an action filed in a court of appropriate jurisdiction.
- H. In deciding to evict for criminal activity, the Authority shall have discretion to consider all of the relevant circumstances, including the seriousness of the offense, the extent of participation by Tenant and Tenant's household members, and the effects that eviction would have on both the household members not involved in the prohibited activity and on the other residents in the Development. In appropriate cases, the Authority may permit continued occupancy by the remaining household members and may impose a condition that any of the household members who engaged in the prohibited activity will not reside in or be a guest in the dwelling unit or on the Residence. The Authority may require any of the household members who has engaged in the illegal use of drugs to present credible evidence of successful completion of a treatment program as a condition to being allowed to reside in the dwelling unit.
- I. If the Authority evicts any or all of the persons in Tenant's household from the premises for engaging in criminal activity, including drug-related criminal activity, the Authority shall notify the local post office serving the premises that the person(s) or household evicted is no longer residing at the premises. This is so the post office will stop mail delivery for such persons and that the persons shall not return to the Development or the premises for mail pickup.
- J. Former tenants and any member of the tenant's household that have been evicted through a judicial process or trespassed for criminal activity will not be permitted to return to the Development, including common areas, or other dwelling units in the Development for any reason.
- K. The Authority shall provide Tenant a reasonable opportunity to examine, at Tenant's request received by the Authority, before a grievance hearing or a court trial concerning a termination of tenancy or eviction, any documents, including records and regulations, which are in the possession of the Authority, and which are directly relevant to the termination or tenancy or eviction. The Tenant may obtain a copy of any such document at Tenant's expense. If the Authority does not make documents available for examination upon the request of Tenant received by the Authority, then the Authority shall not proceed with any eviction proceedings until such documents are made available.

**XVI. Grievance Procedures.** All disputes concerning the obligations of Tenant or the Authority shall be processed and resolved in accordance with the Authority's grievance procedure pursuant to 24 Code of Federal Regulations Part 966, Subpart B

- A. **Exceptions of Grievances.** These grievance procedures are not applicable to any lease termination or eviction that involves:

1. Any criminal activity or other activity that threatens the health, safety, or right to peaceful enjoyment of the Development of any other resident in the Development, or any employee or contractor of the Authority, or any person residing in the immediate vicinity of Tenant's premises;
2. Any violent or drug-related criminal activity on or off the premises or the Development; or
3. Any activity resulting in a felony conviction.

**B. Selection of the Hearing Officer [24 CFR §966.4(n)(2)]**

1. The grievance hearing will be conducted by an impartial person or persons appointed by the PHA, other than the person who made or approved the PHA action under review, or a subordinate of such person. Such individual or individuals do not need legal training. PHAs must describe their policies for selection of a hearing officer in their lease forms as required by 24 CFR §966.4.
2. PHA grievance hearings will be conducted by a single hearing officer and not a panel. The PHA will contract a hearing officer.
3. The PHA will appoint a person who has been selected in the manner required under the grievance procedure. Efforts will be made to assure that the person selected is neither a friend, nor enemy, of the complainant that they do not have a personal stake in the matter under dispute and will otherwise not appear to lack impartiality.

**C. Conducting the Hearing [PIH 2020-32]**

A copy of the Grievance/Hearing Procedures are included in this Lease by reference and are available upon request.

A copy of the Grievance/Hearing Procedures are included in this Lease by reference and are available upon request

1. The PHA has the sole discretion regarding the method used to conduct a hearing in any step of the grievance process. The PHA may determine to conduct all hearings via a remote online process. The notice of hearing will include the date, time, location and method of conducting the hearing.

**XVIII. Lease Amendment.** The Lease shall be amended or modified by a written rider to the Lease signed by both parties, except for the following:

- A. Changes concerning the amount of rent, size or type of the dwelling unit, household composition, eligibility for public housing or any other matters arising under Section VII of the Lease or as a result of any re-determination made pursuant to that section of the Lease;
- B. Changes in policies, rules, regulations, schedules and standards provided by or established by the Authority and incorporated by reference into the Lease; and

- B. Changes required by applicable state or federal law and/or regulation, where written modification or amendment is proposed to Tenant by the Authority, but Tenant fails or refuses to sign after a reasonable time is provided to do so.

**XIX. Incorporation by reference.** The policies, rules, regulation, schedules and standards expressly referenced in the Lease or which are otherwise established by the Authority, as adopted

and as may be amended from time to time, are incorporated herein by reference. Included without limitation, are the following: Schedule of Maintenance Charges; Admissions and Occupancy Policy; Development Rules and Regulation; Grievance Procedure; Housekeeping Standards; House Rules; Pet Policy.

**XX. Waiver.** The acceptance of rental by the Authority for the period or periods after a lease violation by Tenant shall not be deemed a waiver of the violation, or the right to terminate the Lease therefore, unless the Authority shall so intend and shall so advise Tenant in writing. No waiver by the Authority of any lease violation by Tenant shall be construed to be or act as a waiver of any subsequent lease violation by Tenant. If any lease violation is cured by Tenant prior to the Authority giving a notice of termination, it shall not thereafter be used by the Authority as a ground for termination of the Lease.

**XXI. Interpretation and Severability.** This Lease shall be construed as a whole according to its fair meaning and not strictly for or against either party. Whenever possible, each provision shall be interpreted in such a manner as to be valid under applicable law, but if any provision of the Lease is deemed invalid or unenforceable, such provision shall be deemed severed from the Lease, and the Lease shall otherwise remain in force and effect.

**XXII. Discrimination Prohibited.** The Authority shall not discriminate based upon race, color, religion, national origin, sex, handicap, or familial status, and shall comply with all nondiscrimination requirements of Federal, State and local law.

**XXIII. Attachments to the Lease.** The Tenant certifies that they have received a copy of the following attachments to this Lease, and understands that these Attachments are part of this Lease.

**Attachments (Policies):** Scattered Site Landscape Policy (if applicable), Community Service Requirement Policy (if applicable), Vehicle Policy, VAWA Policy, Assistance Animal Policy (if applicable) Pet Policy, Bed Bug Policy, House Rules and Smoke-Free Policy, ACOP Chapter 14, Grievance and Appeals.

**Additional Policies:** The Tenant understands that they are also responsible to adhere to additional policies and requirements included in the Admissions and Continued Occupancy Policy (ACOP), as well as all federal requirements that apply to the program.

**Signatures:**

WHEREFORE, the Authority, Tenant and Co-Tenants, if any, have executed the Lease on the dates set forth below. The signature of Tenant and any Co-Tenants as set forth below is their acknowledgment that they have received and reviewed the Lease and that the terms and conditions of the Lease have been thoroughly explained to them.

_____	_____
Head of Household Signature	Date

_____	_____
Other Adult Household Member Signature	Date

_____	_____
Other Adult Household Member Signature	Date

_____	_____
Other Adult Household Member Signature	Date

_____	_____
Other Adult Household Member Signature	Date

_____	_____
Other Adult Household Member Signature	Date

THE CITY OF CHANDLER, an Arizona municipal corporation, by and through its Housing and Redevelopment Division, acting as the Housing Authority of the City of Chandler:

By: _____	DATE: _____
Its: Housing Assistance Senior Program Manager	