

STARK METROPOLITAN HOUSING AUTHORITY  
Main Office  
400 E. TUSCARAWAS, CANTON, OHIO 44702

DWELLING LEASE -PUBLIC HOUSING (revised 7/15)

**1. DESCRIPTION OF THE PARTIES AND PREMISES**

STARK METROPOLITAN HOUSING AUTHORITY (Management) does hereby lease to the Tenant the dwelling unit described below, under the terms and conditions stated herein. The Tenant hereby agrees to lease and takes the premises designated as:

Tenant number: \_\_\_\_\_  
AMP number: \_\_\_\_\_  
Name: \_\_\_\_\_  
Address, City, State, Zip Code: \_\_\_\_\_

Members of the Tenant's household who will reside at this unit are as follows, unless amended per Section 5.D:

- |          |           |
|----------|-----------|
| 1. _____ | 6. _____  |
| 2. _____ | 7. _____  |
| 3. _____ | 8. _____  |
| 4. _____ | 9. _____  |
| 5. _____ | 10. _____ |

**2. LEASE TERM & RENTAL PAYMENTS**

This lease shall begin on \_\_\_\_\_ and end on \_\_\_\_\_, and thereafter shall be automatically renewed for successive terms of one (1) year, commencing on the first and ending on the last calendar day of the original one (1) year term unless sooner terminated by SMHA or Tenant as herein after provided. Failure to adhere to this initial term of the lease agreement shall result in the forfeiture of Tenants security deposit.

The prorated rental amount for the first partial month of occupancy beginning on \_\_\_\_\_ and ending on \_\_\_\_\_, will be \$ \_\_\_\_\_, payable in advance on the first day of occupancy. The rental rate thereafter will be \$ \_\_\_\_\_ per month, payable in advance. This rent shall remain in effect unless adjusted in accordance with the provisions of Section 5 hereof. The Flat Rent for the dwelling unit listed above is \$ \_\_\_\_\_.

Late Fees: Monthly rent shall be payable on the **FIRST (1ST)** day of each month. Failure to pay the rent by the close of business on the seventh (7<sup>th</sup>) day of the month will result in a fifteen dollar (\$15) late fee. Tenant who have four (4) or more late payments in a twelve (12) month period will be considered chronically late and subject to possible eviction. Rent payments are expected to be paid in full and Management maintains the right to reject partial payments or assess late fees for partial payments.

Payment Location:

Rent and other charges must be paid by mail to:

SMHA  
P.O. Box 645398  
Cincinnati, OH 45264-5398

SMHA does not accept cash.

Rent shall be paid at specific site locations determined by the SMHA and provide to Tenant. Other payment locations or changes to the payment process may be required or made available upon sufficient notice to residents by SMHA.

NSF Fees: Management shall collect a fee of **\$20.00** any time a check is not honored for payment and/or may require all future payments be made with a money order. Management reserves the right to raise this NSF Fee should the bank increase the cost of the fee they charge.

**3. SECURITY DEPOSIT**

Tenant agrees to pay \$ \_\_\_\_\_ as a security deposit to be used by Management at the termination of this lease toward reimbursement of the cost of repairing any damages to the dwelling unit caused by the Tenant, his/her family, guests or dependents; the cost of cleaning the premises and yard as hereinafter set forth; and any rent or other charges owed by the Tenant. Payment of the security deposit is to be made upon occupancy.

Tenant will be eligible for a refund of any or all of the security deposit less any deductions for any of the costs indicated above. If such deductions are made, Management will give Tenant a written statement of any such costs for damages and/or other charges to be deducted from the security deposit. Management agrees to refund Tenant any or all of the security deposit within thirty (30) days after the Tenant has permanently moved out of the unit and has provided his/her new address. The security deposit may not be used to pay rent or other charges WHILE Tenant occupies the unit.

#### 4. UTILITIES

Management agrees to furnish the following utilities:

gas     electric     water     sewer     trash

The following utilities will be the responsibility of the Tenant:

gas     electric     water     sewer     trash

The Tenant will be provided a utility allowance in the form of a rent reduction for any/all primary utilities they are responsible for paying as indicated above. Failure to keep utility payments current shall be considered a breach of the lease. If Tenant has control of the heating, he/she agrees to maintain sufficient heat to prevent freezing of piped water. If for any reason, Tenant is unable to maintain sufficient heat, he/she shall notify Management immediately. Tenant will be charged for any damages resulting from his/her failure to maintain sufficient heat or to notify Management. Management will not be responsible for failure to furnish utilities by reason of any cause beyond its control, such as strike, breakdown or curtailment of supply.

The housing authority maintains all rights to select the utility provider for all housing units, regardless of whether the resident is responsible for paying the utility. Tenant should secure service with the utility provider selected by the housing authority. Securing service with providers other than those selected by the authority will be a violation of the lease agreement.

#### 5. REDETERMINATION OF RENT, DWELLING SIZE AND ELIGIBILITY

A. Annual Re-examinations. Once each year as requested by Management, the Tenant agrees to furnish accurate information to Management regarding family income, employment, family composition, assets and related information necessary for use by Management in determining whether the rent should be changed. This determination will be made according to the Admissions and Continued Occupancy Policy (ACOP), which is available for review at the Management Office.

B. Interim Rent Reviews. Rent as fixed in Section 2 hereof or as adjusted pursuant to subparagraph A above, will remain in effect for the period between Annual rent determinations unless during such period:

(1.) Tenant has an increase of \$100.00 or more per month in family income, or tenant has a decrease in family income. However, the rent shall not be reduced because a Tenant's TANF grant is reduced because the Tenant failed to comply with certain TANF requirements. All changes must be reported within ten (10) days of occurrence.

(2.) There has been a change in family composition which would justify a change in the rent amount. Such changes must be reported within ten (10) days of its occurrence.

(3.) There has been a change in child care expenses, handicapped assistance expense(s), or medical expenses where applicable per the current rent calculation policy.

(4.) It is found that Tenant has misrepresented to Management the facts upon which his/her rent is based or has failed to report increases in family income so that the rent he/she is paying is less than he/she should have been charged. Such situations may result in retroactive rent charges and/or eviction. In addition, the resident could become subject to penalties available under Federal Law. Those penalties include fines and imprisonment. Providing false information when making an application to become a Tenant is also grounds for eviction.

(5.) A rent review is prescheduled at the time of admission or reexamination or there is a change in Federal regulation regarding rent computation.

C. Family Choice Rent. Each year at their annual review, the PHA will offer every family a choice of paying a flat rent or an income-based rent. The family will choose the rent that it considers most beneficial. The PHA must inform the family of the actual amount of the income-based rent and the flat rent applicable to the unit the family will be occupying in the coming year. Even though the PHA may not reexamine the income of the residents paying flat rent annually, it must provide information about what the income-based rent would be based on family statements. Families paying flat rent will have their income reexamined every third re-examination unless their rent changes according to Section 5 B. hereof.

If a family on the flat rent experiences a financial hardship, they may request to switch to an income-based rent. The housing authority will verify the family's circumstances and if the family qualifies under the housing authority's policy, the housing authority will adjust the family's rent to the appropriate income-based rent. Once the family's rent is adjusted from a flat rent to an income-based rent, the family must remain on the income-based rent until the next regular reexamination. The policy regarding flat rents is defined in the housing authority's ACOP.

D. In the event of any rent adjustment pursuant to subparagraphs A or B above, Management will mail or deliver a Notice of Rent Adjustment to Tenant. In the case of a rent increase, the adjustment will become effective the first day of the second month following the change in income, except, if an adjustment is to be made according to subparagraph B (4) above; then the rent increase may be made retroactive as provided in said

paragraph. In the case of a rent decrease, the adjustment will become effective the first day of the month following the date the change is reported.

E. All changes in family composition must be reported to Management within ten (10) days of its occurrence. If Management determines that the size of the dwelling unit is no longer appropriate to the Tenant's needs, Management may amend the lease by notice to the Tenant, in accordance with Section 12 of this lease, that Tenant will be required to move to another unit within the development in which he/she lives, giving Tenant a reasonable time to move. Tenant agrees to abide by said notice, and agrees to move within a reasonable time. In circumstances where changes in family composition require SMHA to relocate a family due to overcrowding, SMHA will not be responsible for the tenant's moving expenses. When SMHA is initiating other mandatory transfers for a family, SMHA will pay all appropriate moving costs. When tenants initiate or are approved for a voluntary transfer, they will be required to move at their own expense. All damages and rent incurred at the previous unit will be payable under the new lease. At any time, Tenant may submit a written request for a change in dwelling unit size or other living arrangements, to the development office. The notice shall contain his or her reason for making the request. The request will be reviewed in accordance with the ACOP.

F. Reasonable Accommodation for Residents with Disabilities: SMHA must make reasonable accommodations in lease and other policy requirements when requested by a qualified resident with disabilities. The concept of reasonable accommodation involves helping a resident fully enjoy his/her unit; it does not require the lowering or waiving of essential requirements. Accommodations are not reasonable if they require a fundamental alteration in the nature of the program or impose undue financial and administrative burdens on the housing provider. Tenants with disabilities will be provided the opportunity to request reasonable accommodations or reasonable accommodation transfer requests through processes and procedures outlined in the housing authority's Admissions and Continued Occupancy Policy (ACOP).

G. Tenants without a disability who occupy UFAS-Accessible units will be required to relocate, at SMHA's expense, to a vacant, non-accessible unit within sixty (60) days of notice by SMHA that there is an eligible applicant or existing resident with a disability who requires the accessibility features of the unit.

H. At all times, Tenant will cooperate with Management in reporting any changes in circumstances and income and in complying with all conditions regarding rent reviews and adjustments as may be set forth in the Management's ACOP. Failure to promptly report or to falsely report any change in circumstances including, but not limited to, changes in family composition, income, employment and assets, or failing to fully cooperate with Management shall be considered a material breach of this Agreement and may justify termination as provided in Section 12 of this agreement.

I. Community Service Requirement. Except for any family member who is an exempt individual according to the housing authority's policy, each adult resident must contribute 8 hours of community service or participate in an economic self-sufficiency program for 8 hours per month or perform 8 hours per month of a combination of community service and economic self-sufficiency activities.

Violation of the community service requirement is grounds for nonrenewal of the lease at the end of the twelve month lease term, but not for termination of tenancy during the course of the twelve month lease term. Unless the resident enters into an agreement to comply with the community service requirement, the resident's lease will not be renewed. The head of household and non compliant adult must sign the agreement to cure.

The policy regarding the community service requirement is defined in the Management's ACOP.

## **6. OCCUPANCY OF THE DWELLING UNIT**

A. Tenant agrees not to use or to permit the use of the dwelling unit for any purpose other than as a dwelling unit solely for Tenant and his/her household members and/or dependents that have previously been approved by the Housing Authority. Tenant agrees not to assign his/her lease nor to sublet or transfer possession of the premises; nor to give accommodation to boarders or lodgers without the written consent of Management. Permitting anyone other than those listed on the lease to reside in the unit is grounds for eviction. This provision does not include reasonable, temporary (approximately two weeks) accommodation of guests and visitors. It is, however mandatory that the Tenant inform Management of guests or visitors staying in the unit for a week or more.

B. In consideration of the right to occupy the leased premises, the Tenant agrees to the following conditions: Violations of these conditions will be considered lease violations which may subject Tenant(s) to eviction.

(1.) Tenant shall pay his/her rent on or before the due date provided in this lease.

(2.) Tenant shall abide by all Federal, State or local statutes, laws, ordinances or regulations, governing or pertaining to tenancy in public housing, whether now existing or hereafter adopted; to follow necessary and reasonable policies and procedures and all addendums thereto provided by Management for the benefit and well-being of the housing development and the tenants. To comply with all obligations imposed upon tenants by applicable provisions of building and housing codes materially affecting health and safety.

(3.) Tenant shall not make alterations, additions or repairs to any part of the interior or exterior of the unit without written consent of Management. Tenant agrees not to do any of the following without first obtaining written permission from Management:

a. Change or remove any appliances, fixtures or equipment in the unit.

- b. Install wallpaper, contact paper or mirror tile in the unit.
- c. Attach awnings or window guards to the unit.
- d. Attach or place any fixtures, signs or fences on the building, common areas or the development grounds; including attaching satellite dishes to the roof or any part of the building structure.
- e. Attach any shelves, screen doors, or other permanent improvements in the unit.
- f. Install any additional locks or security systems.
- g. Make any alterations to the physical structure of the unit.
- h. Place any fences, sheds, swimming pools, swing sets, etc. in the yard.
- i. Install any water beds.
- j. Only picture hooks with small nails shall be used for hanging pictures, etc. on walls.
- k. Install or alter carpeting, resurface floors or alter woodwork.

(4.) The Tenant shall keep the dwelling in a clean, orderly and sanitary condition. Semi-annual housekeeping inspections will be conducted by Management in accordance with Section 8 of this lease. The SMHA Household Standards for such inspections are attached as an addendum to this lease. Repeat failed inspections by the Tenant shall be grounds for eviction.

(5.) The Tenant shall assist in the maintenance of the property at reasonable periods and seasons by regularly performing the following duties on grounds immediately adjacent to his/her dwelling. (FAMILY UNITS / SCATTERED SITES ONLY)

- a. Mow, maintain and protect lawn areas, trees, shrubs, etc. from damage by household members and guests.
- b. Keep walks, stoops, steps and driveways free from dirt, ice and snow.
- c. Regularly remove all litter and refuse from yard areas.
- d. Dispose of garbage, waste and rubbish in a safe and sanitary manner. Each Tenant, where applicable, upon occupancy, must have two 20 gallon, securely lidded cans for refuse and garbage. Tenants should regularly wash garbage containers and keep the surrounding area orderly and sanitary at all times. Garbage containers should be securely lidded at all times.
- e. The interior of the dwelling unit may be painted at reasonable intervals as determined by Management.

(6) Use electrical, plumbing, sanitary, heating, ventilating, air conditioning and other equipment, including elevators, in a safe manner.

(7) The tenant and members of the Tenant's household and any guest or visitor of either the Tenant or any member of the Tenant's household, shall not engage in any illegal, violent or criminal activity. See Section 10 regarding serious criminal activity.

(8) The Tenant and members of the Tenant's household and any guest or visitor of either the Tenant or any member of the Tenant's household shall not unlawfully possess or discharge any firearms or fireworks within the dwelling unit or on SMHA property.

(9) The Tenant shall refrain from and shall cause his/her household members and guests to refrain from destroying, defacing, damaging or removing any part of the premises of the housing development. The Tenant shall pay for reasonable charges (other than normal wear and tear) for the repair of damages to the premises, development buildings, facilities or common areas, caused by the Tenant, his/her household members or guests.

(10) The Tenant shall conduct himself/herself and cause his/her household members and guests to conduct themselves in a manner which will not disturb his/her neighbors' peaceful enjoyment of the premises and will be conducive to maintaining the development in decent, safe and sanitary condition. All persons shall also refrain from illegal or other activity which impairs the physical or social environment of any property owned by Management. This includes alcohol abuse that interferes with the health, safety, or right of peaceful enjoyment of the premises by other residents.

(11) The Tenant shall conduct himself/herself and cause his/her household members and guest to conduct themselves in a manner that does not harass, intimidate or interfere with the rights of other tenants or family members.

(12) The Tenant shall immediately report to Management and to the Health Department, any cases of infectious or contagious diseases occurring in or on the premises.

(13) The Tenant and members of his/her household, visitors, and guests shall use the designated parking areas. At no time is parking of non-operating or unlicensed vehicles allowed. Such vehicles may be towed at the Tenant's expense. At no time is parking on any lawn area within the development permissible. Tenant may be charged for damage to property due to improper parking. Motorcycles and mopeds must be parked in designated parking areas and shall not be kept in the units. SMHA shall not be responsible for these vehicles. Tenants are not permitted to perform automotive maintenance or repairs to vehicles while parked on SMHA property.

(14) The Tenant and/or members of the household shall not operate or permit others to operate any business on the premises.

(15) The Tenant and/or members of the household shall not permit combustible material to be stored on the premises and shall take every precaution to prevent fires. Smoke detectors must be operable at all times. It is the Tenant's responsibility to notify Management immediately if any of the smoke detectors or other fire safety equipment in the unit are malfunctioning or are inoperable. It is the Tenant's responsibility to ensure functioning batteries are installed, where applicable, in smoke detectors at all times. Additionally, Tenants will not be permitted to smoke or allow guests to smoke where oxygen tanks are in use in the rental unit.

C. The Tenant specifically agrees to notify Management of any anticipated extended absence from the dwelling unit in excess of seven (7) days, no later than the first day of the said extended absence. During any absence of the Tenant, Management may enter the dwelling unit at times reasonably necessary. The Tenant must live in the dwelling unit and the dwelling unit must be the Tenant's only place of residence. Total absence from the dwelling unit without notice to Management for (30) days shall constitute abandonment, allowing Management to take immediate possession of the premises.

D. Tenant specifically agrees to abide by the Admissions and Continued Occupancy Policy which is promoted and publicized for the properties and apartments of SMHA for the benefit and well-being of the housing project and the Tenant. A complete copy of the Admissions and Continued Occupancy Policy shall be posted in the management offices and incorporated by reference in this Lease.

## **7. DAMAGE AND REPAIR**

Tenant shall use reasonable care to keep his/her dwelling unit in such condition as to prevent health or sanitation problems from arising. Tenant shall notify Management promptly of known needs for repairs to his/her dwelling unit, and of known unsafe conditions in common areas and grounds of the development which may lead to damage or injury. Management must be permitted to enter the unit after giving such notice as required by the lease even though the Tenant may or may not be home. Tenant agrees to pay reasonable charges for repair of damage to the leased premises or development or extra maintenance expense caused by the Tenant, members of the household, guests and dependents. Damage to the premises that are deemed to be caused by the Tenant, his/her household members, guests or dependents intentionally or due to negligence shall be billed to the Tenant and shall specify the items of damages involved, correctional action taken, and the cost thereof. Such charges shall be made on the basis of the actual replacement cost plus labor at the current approved wage determination rate, and may be subject to a 10% administrative fee, and shall be paid in full within ninety (90) days. Management may extend the repayment period beyond the 90 days in cases of Tenant hardship. For damages in excess of \$100, tenants may request to enter into a repayment agreement with SMHA to cover the cost of the maintenance charges.

Any loss or damage to the Tenants personal property that is a result of fire, vandalism, malicious mischief, or similar acts of others is solely the responsibility of the Tenant. Any damage to the unit or property, other than normal wear and tear, that is caused by the Tenant, members of the Tenant household or guests and is not covered by liability insurance shall be the tenant's responsibility.

Management shall maintain the building and common areas and grounds of the development in decent, safe and sanitary condition in conformity with the requirements of local housing codes and applicable regulations or guidelines of the Department of Housing and Urban Development. Management shall make all necessary repairs, alterations and improvements to the dwelling unit with reasonable promptness at its own cost and expense, except as otherwise provided in this Section. If repairs are required or defects exist that are hazardous to life, health and safety, immediate steps will be taken to rectify the condition. If the hazardous condition cannot be remedied within a reasonable period of time, alternative living arrangements will be offered to the Tenant until the repairs are completed.

Extermination service shall be provided for all units by Management on a regularly scheduled basis and/or as conditions may require. Residents are required to report problems such as rat or insect infestation including bed bugs and to permit extermination unless they can prove such services are hazardous to their health.

## **8. INSPECTIONS**

Prior to tenancy, Management and the Tenant and/or a representative will jointly inspect the dwelling unit and the equipment in it. A written statement of the condition of the dwelling unit will be signed by both of the parties. The Tenant will receive a copy and Management will keep a copy in the Tenant's file.

The Tenant agrees to permit any agent, employee or representative of Management to enter the dwelling unit to examine the condition of the unit and/or to make improvements or repairs with proper notice. The Tenant will be given at least a 24 hour advance written notice of such entry describing the date, time and purpose of the entry. However, Management shall have the right to enter Tenant's dwelling unit without prior notice to Tenant if Management reasonably believes that an emergency exists which requires such entrance. Following such entry, Management shall notify Tenant in writing of the date and time of such entry and the nature of the emergency which required such entry.

When Tenant vacates the unit, Management will inspect the dwelling unit and give Tenant a written statement of the charges, if any, for damages beyond reasonable wear and tear, which Tenant is responsible. Tenant and/or his/her representative may join Management in such inspection.

## 9. PETS

A. Tenant shall not be permitted to keep pets except in accordance with the authority's pet policy as defined in the ACOP. The Tenant must receive prior written approval and enter into a Pet Agreement with Management pursuant to the Management's pet policy. Pet deposits are required to be paid in all instances that are specifically spelled out in the provisions of the Management's Pet Policy.

B. Tenant shall refrain from and cause members of the Tenant's household to refrain from keeping, maintaining, harboring, or boarding any animal of any nature in the dwelling unit except in accordance with the Management's pet policy.

C. The pet policy clearly defines requirements for animals that are used to assist persons with disabilities. These animals are not considered to be pets, but rather aids necessary to insure the independence of persons with disabilities. This applies to animals that reside in the developments as well as to animals that visit these developments. Nothing herein contained shall limit or impair the rights of persons with disabilities under Federal, State or local law.

## 10. SERIOUS CRIMINAL ACTIVITY

\_\_\_\_\_ Tenants Initials

It is the policy of the Stark Metropolitan Housing Authority that public housing shall not be available to tenants or members of their household who engage in criminal activity, or who have guests or other invitees who engage in such activity. The authority maintains a One Strike policy regarding criminal activity and drug -related criminal activity. For the purpose of this lease, criminal activity shall include, *but not be limited to* any of the following serious misconduct:

- (1) Physical assault or the threat of physical assault to any person whatsoever;
- (2) Illegal use and/or possession of a firearm or other weapon or the threat to illegally use a firearm or other weapon;
- (3) Possession, manufacture, sale, distribution, or use, of a controlled substance, unless such controlled substance was obtained directly from or pursuant to a valid medical prescription.
- (4) Sexual molestation, prostitution, and other similar related serious misconduct.
- (5) Any criminal activity prohibited by local, state or Federal law.

A. The Tenant shall not engage in any criminal activity, whether said activity occurs on the leased premises, on or near the housing development of which the leased premises is a part, or in any other location whatsoever.

B. No member of the Tenant's household shall engage in any criminal activity, whether that activity occurs on the leased premises, on or near the housing development of which the leased premises is a part, or in any other locations whatsoever. The household is defined as all persons listed in Management's files as a member of the Tenant's household as defined in Section 1. Changes in household members reported after an incident of criminal activity will not be acknowledged by Management for the purpose of this section except in cases which may apply to the Violence Against Women Act (VAWA).

C. During the term of this lease, no guest or visitor of either Tenant or of any member of the Tenant's household shall engage in any criminal activity on the leased premises or on or near the housing development of which the leased premises is a part. Unless the Tenant can demonstrate otherwise, it shall be presumed that any person engaging in criminal activity is a guest or a visitor of the Tenant or a member of his/her household, if said criminal activity takes place on the leased premises.

D. Any of the activity described above in this section shall constitute a serious and clear danger to the health and safety of other tenants, the housing authority property, and/or authority employees and Management may issue the Ohio 3-day notice (Ohio Revised Code 1923) for recovery of the possession of the premises. The authority may terminate the tenancy whether or not the person committing the criminal activity is arrested, charged or convicted by law or whether the Tenant had any knowledge of household members participating in the activity and/or household members guests/visitors participating in the activity on the leased premises.

The Violence Against Women Act Requirements: (VAWA)

E. Domestic violence, dating violence, stalking or sexual assault. An incident or incidents of actual or threatened domestic violence, dating violence, sexual assault, or stalking will not be construed as a serious or repeated lease violation by the victim or threatened victim of the domestic violence, dating violence, sexual assault or stalking, or as good cause to terminate the tenancy of, occupancy rights of, or assistance to the victim. Management may consider bifurcation of the lease in instances of domestic violence, dating violence, sexual assault, or stalking in order to evict the offending household member.

F. Criminal activity related to domestic violence, dating violence, sexual assault or stalking. Criminal activity directly related to domestic violence, dating violence, sexual assault, or stalking, engaged in by a member of the tenant's household or any guest or other person under the tenant's control, shall not be cause for termination of tenancy of, occupancy rights of, or assistance to the victim, if the tenant or immediate family member of the tenant is the victim.

G. Management may request in writing that the victim, or a family member on the victim's behalf, certify that the individual is a victim of abuse and that the Certification of Domestic Violence, Dating Violence, Sexual Assault, or Stalking, Form HUD 91066, or other documentation as noted on the certification form, be completed and submitted within 14 business days, or an agreed upon extension date, to receive protection under the VAWA. Failure to provide the certification or other supporting documentation within the specified timeframe may result in the eviction.

H. Limitations of VAWA Protections. Nothing contained in E and F above limits the authority of Management to evict a tenant or terminate assistance for a lease violation unrelated to domestic violence, dating violence, sexual assault or stalking, provided that Management does not subject such a tenant to a more demanding standard than other tenants in making the determination whether to evict, or terminate assistance or occupancy rights.

## 11. BANNED PERSONS

Sometimes SMHA may find it necessary to ban non public housing residents from SMHA property. Should this occur, the SMHA resident(s) who had interaction with the banned person on SMHA property prior to the banning will be notified through written correspondence from SMHA that this individual is no longer permitted on SMHA property and has been designated as "**A Banned Person.**" After this written correspondence has been specifically issued to a Tenant, the Tenant and members of this Tenant's household shall take all reasonable steps to exclude the banned person from SMHA Property and/or all areas in or around the tenant's unit. Such reasonable steps include, but are not limited to, the Tenant notifying local Police, SMHA Security and/or the SMHA Management. If it is determined that a tenant, member of the tenant's household or guest invites, helps, allows or does not take reasonable steps to remove a banned person after he/she enters SMHA Property and/or all areas in or around the Tenant's unit, the Tenant will be in violation of the dwelling lease and subject to immediate lease termination procedures.

## 12. LEGAL NOTICES

Any legal notice required herein will be sufficient if delivered in writing to Tenant personally, or to an adult member of his/her family residing in the dwelling unit, or if affixed to the door of the unit, and will be sent by prepaid First Class Mail properly addressed to tenant.

All notices from residents to Management must be in writing and either delivered personally to a Management employee at the Management Development Office of the Housing Authority or sent to Management by prepaid First Class Mail properly addressed.

## 13. TERMINATION OF THE LEASE

At the conclusion of the initial twelve (12) month lease period, this lease may be terminated by Tenant at any time by giving thirty (30) days written notice in the manner specified in Section 12 of this lease. If the Tenant vacates the dwelling unit without giving (30) days written notice, he/she shall be liable for 30 day's rent in addition to any other rent that is due and any damages that occurred before the unit is determined to be vacated and legally returned to Management's possession. Tenants who terminate the lease prior to the conclusion of the first 12 months of occupancy will forfeit their security deposit as a result of early lease termination.

Tenant agrees to leave the dwelling unit in a clean and good condition, reasonable wear and tear excepted, and to return the keys to Management when terminating this lease or moving from the unit. The Tenant shall also provide Management with a forwarding address to ensure delivery of any security deposit funds due Tenant.

This lease may also be terminated by Management at any time by giving a written notice as set forth in Section 12, no less than 14 days for failure to pay rent and 30 days for good cause. Good cause shall consist of the Tenant's non-compliance with the terms of the agreement other than nonpayment of rent and creating or maintaining a threat constituting a serious and clear danger to the health or safety of other Tenants or Authority employees.

If a Tenant has created or maintained a threat constituting a serious or clear danger to the health or safety of other tenants or Authority employees, Management may issue the Ohio 3-day notice (Ohio Revised Code 1923) for recovery of the possession of the premises.

Subsequently, Tenant shall be given the opportunity to contest the termination in the court proceedings. A serious and clear danger to the health or safety of other tenants or Authority employee shall include, but is not limited to, any of the activities described in Section 10 -Serious Criminal Activity.

The lease may be terminated by Management at any time by giving written notice for serious or repeated violation of material terms of the lease, such as, but not limited to the following:

- Nonpayment of rent or other charges due under the Lease, or repeated chronic late payment of rent. Four (4) or more late rent payments in a twelve (12) month period of time will be considered chronic.
- Failure to provide timely and accurate statements of income, assets, expenses and family composition at Admission, Interim, Special or Annual Rent Re-certifications as requested by a SMHA staff member.
- Assignment or subleasing of the premises or providing accommodation for boarders or lodgers.
- Use of the premises for purposes other than solely as a dwelling unit for the Tenant and Tenant's household as identified in this Lease, or permitting its use for any other purposes.
- Failure to pass annual inspections with adequate notices to correct.
- Failure to abide by necessary and reasonable rules made by Management for the benefit and well being of the housing project and the Tenants.
- Failure to abide by applicable building and housing codes materially affecting health or safety.
- Failure to dispose of garbage, waste and rubbish in a safe and sanitary manner.
- Failure to use electrical, plumbing, sanitary, heating, ventilating, air conditioning and other equipment, including elevators, in a safe manner.
- Acts of destruction, defacement or removal of any part of the premises, or failure to cause guests to refrain from such acts.
- Failure to pay reasonable charges (other than for normal wear and tear) for the repair of damages to the premises, project buildings, facilities, equipment, or common areas.
- The Tenant, any member of the Tenant's household, or a guest or other person on the premises due to tenants residency shall not engage in criminal activity, including drug-related criminal activity, on or off public housing premises (as defined in the lease), while the Tenant is a Tenant in public housing, and such criminal activity shall be cause for termination of tenancy.
  - o The term "drug-related criminal activity" means the illegal manufacture, sale, distribution, use or possession with intent to manufacture, sell, distribute, or use, a controlled substance (as defined in section 102 of the Controlled Substances Act (21 U.S.C. 802)).
  - o Any other person under the tenant's control shall not engage in such activity on public housing premises.
- Inviting, allowing, or creating a situation that causes any person or persons who have been banned from SMHA property to be present on the SMHA property. An up-to-date banned list is maintained at each of SMHA's Development Offices.
- Alcohol abuse that SMHA determines interferes with the health, safety, or right to peaceful enjoyment of the premises by other residents.
- Non-compliance with Non-Citizen Rule requirements.
- Failure of a family member to comply with community service provisions, as grounds only for non-renewal of the lease and termination of tenancy at the end of the 12-month lease term.
- Discovery after program admission of facts that make the Tenant ineligible.
- Discovery of material false statements or fraud by the Tenant in connection with an application for assistance or with reexamination of income.
- Failure to accept the SMHA's offer of a lease revision to an existing lease that is on a form adopted by SMHA in accordance with HUD regulations, with written notice of the offer of the revision at least 60 calendar days before the lease revision is scheduled to take effect; and with the offer specifying a reasonable time limit within that period for acceptance by the family.
- Four (4) late payments in a 12 month period.



Notice by either party to the lease may be given on any day of month.

**14. GRIEVANCE PROCEDURE**

All grievances or appeals arising under this lease shall be processed and resolved pursuant to the Management’s grievance procedure, which is in effect at the time such grievance or appeal arises. This procedure is available in the Management Office for review by any Tenant upon reasonable notice. This procedure is contained in Management’s Admissions and Continued Occupancy Policy

**15. CHANGES TO THE LEASE**

This lease, together with any future adjustments of rent or dwelling unit, evidences the entire agreement between Management and Tenant. No changes herein shall be made except in writing, signed and dated by both parties.

This lease is intended to be consistent with the dwelling lease and procedures and requirements published in the Code of Federal Regulations and in the event of any inconsistency, the provisions of those Regulation shall prevail.

**16. DAMAGE TO TENANT BELONGINGS**

Management is not responsible for damages occurring to Tenants personal possessions or covering any Tenant losses due to anything adverse happening within the unit which causes such damage. Tenants are responsible for obtaining renters insurance to cover any losses which may occur to their personal property.

**17. ATTACHMENTS TO THIS AGREEMENT**

The Tenant certifies that he/she has received a copy of this Agreement and the following attachments are part of this agreement:

- a) Attachment No.1 - PET RULES (if applicable)
- b) Attachment No. 2 - HOUSEHOLD HOUSEKEEPING STANDARDS
- c) Attachment No. 3 – LEAD POISONING BROCHURE
- d) Attachment No. 4 – SMHA GRIEVANCE PROCEDURE

In witness whereof, the parties have executed this lease agreement on the \_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_\_.

**Execution:** By Tenant's signature below, Tenant and household agree to the terms and conditions of this lease and all additional documents made a part of the lease by reference.

By the signature(s) below I/we also acknowledge that the Provisions of this Lease Agreement have been received and thoroughly explained to me/us.

TENANT: \_\_\_\_\_ DATE \_\_\_\_\_

CO-TENANT: \_\_\_\_\_ DATE \_\_\_\_\_

CO-TENANT: \_\_\_\_\_ DATE \_\_\_\_\_

MANAGER: \_\_\_\_\_ DATE \_\_\_\_\_

Your Property Manager’s Contact Information:

OFFICE ADDRESS, CITY, STATE, ZIP CODE: \_\_\_\_\_

TELEPHONE NUMBER: (\_\_\_\_) \_\_\_\_-\_\_\_\_ HOURS: Monday – Friday 8:00 am to 4:30 pm

\*\*Please call ahead of time before stopping in office to ensure Management staff is actually in office and not out at other locations. Thank you!

WORK ORDER MAINTENANCE TELEPHONE NUMBER 24 hours per day/7days per week/365 days per year: (\_\_\_\_) \_\_\_\_-\_\_\_\_