



Dwelling Lease Updates

To be posted on bulletin boards (community spaces) at all Public Housing sites during the 30-day comment period (*June 28 – July 27, 2023*). **Please remove posting July 28, 2023.**

Section 2:

- It was recommended that the following language be removed from paragraph one as there is no language in the Ohio Revised Code that would allow for the forfeiture of a security deposit: *“Failure to adhere to this initial term of the lease agreement shall result in forfeiture of Tenants security deposit.”*
 - Ohio Revised Code 5321.16(B) states the following: “Upon termination of the rental agreement any property or money held by the landlord as a security deposit may be applied to the payment of past due rent and to the payment of the amount of damages that the landlord has suffered by reason of the tenant's noncompliance with section [5321.05](#) of the Revised Code or the rental agreement. Any deduction from the security deposit shall be itemized and identified by the landlord in a written notice delivered to the tenant together with the amount due, within thirty days after termination of the rental agreement and delivery of possession. The tenant shall provide the landlord in writing with a forwarding address or new address to which the written notice and amount due from the landlord may be sent.”
- The following language was added as the third paragraph: *“The lease shall convert to a month-to-month term for families determined to be over-income whose tenancy will be terminated in accordance with [§ 960.507\(d\)\(2\)](#) as of the date of the notice provided under [§ 960.507\(c\)\(3\)](#) of this chapter. SMHA must charge these families, who continue to be public housing program participants, the family's choice of income-based, flat rent, or prorated rent for mixed families during the period before termination.”*
- In the fourth paragraph entitled late fees, the following change was made *“Failure to pay the rent by the close of business on the ~~seventh (7th)~~ tenth (10th) day of the month will result in a fifteen dollar (\$15.00) late fee.”*
 - SMHA has been providing tenants with an additional grace period of three days on top of the seven days that are already being given. For this reason, it was agreed to include those additional three days in the lease.
- In the fifth paragraph entitled payment information all the previous payment information was omitted, and the current payment information was added as follows: *“Rent and other charges must be paid electronically through Zego. The charges for each type of transaction are listed as follows:”*

ACH-FREE

Cash Pay (Walmart)- \$4.00

Credit Card-3% of payment amount

Debit Card-\$6.95

- In addition to the above, the following language was omitted from the fifth paragraph: *“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.”

Section 6:

- In Section 6(A) the following change has been made: *“~~This provision does not include reasonable, temporary (approximately two weeks) accommodation of guests and visitors. Visitors/guests are not permitted to stay more than an accumulative total of thirty (30) days in a twelve (12) month period. Residents are responsible for their visitors/guests, at all times, while they are on the property. It is mandatory that the Tenant inform Management of guests or visitors staying in the unit for a week or more.~~”*
 - SMHA’s House Rules state the above added language. The consensus was to add this language as it provides added details to our visitor/guest policy, and it mirrors the House Rules.
- In Section 6(B)(10) the following change was made: *“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/or management duties~~ and will be conducive to maintaining the development in decent, safe, and sanitary condition.”*
 - “Management duties” was added to this section of the lease because we have had many incidents where tenants have interfered with management duties.
- In Section 6(B)(11) the following change was made: *“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, family members, or ~~employees of the housing authority.~~”*
 - Employees of the housing authority were added due to the number of incidents involving employees getting harassed, intimidated, or threatened by residents or their guests.
- In Section 6(D) paragraph 1 and paragraph 2 the following change was made: *“In the event the Head of Household becomes deceased and there are no remaining adult household members, SMHA will make all reasonable efforts to contact the ~~individual or individuals listed on the Property Disposition Authorization Form~~ **next of kin.**”*
 - The individual on the Property Disposition Form was replaced with next of kin, because whoever the resident lists on that form may not be entitled to their possessions per Ohio’s Probate Laws as stated in Ohio Revised Code 2105.06. This is also in line with our Death of a Resident Procedure.
- In Section 6(D) paragraph 3 the following change was made: *“In the event no representative of the deceased resident comes forward within ~~30 days~~ **forty-five (45),** SMHA will dispose of property remaining in the unit.”*
 - Thirty days was changed to forty-five days to remain in line with our Death of a Resident Procedure and Ohio’s Probate Laws.

Section 7:



- In Section 7 paragraph one the following was omitted: “....*and may be subject to a 10% administrative fee.*”
 - It was the consensus to omit this language, because SMHA has never assessed a 10% administrative fee and does not intend to in the future.
- In Section 7 paragraph 2 the following language was changed: “.... *Any damage to the unit or property, other than normal wear and tear, which is caused by the Tenant, members of the Tenant household, or guests and is not covered by ~~liability~~ the tenant's renter's insurance shall be the tenant's responsibility.*”
 - It was the consensus that *liability insurance* should be changed to *the tenant's renter's insurance* because liability insurance implies that SMHA's insurance is responsible for covering the cost of damages that a tenant causes. While SMHA's insurance is likely to cover the cost, this provides us the ability to charge the tenant for those damages if they do not have renters' insurance.
- In Section 7 paragraph 3 the following language was added: “.... *Failure to report problems requiring extermination and/or failure to properly prepare for extermination services may result in maintenance fees for additional treatment services and/or eviction.*”
 - And/or eviction was added so that when tenant's fail to prepare or report the need for extermination, SMHA can pursue eviction. We have had incidents of this occur in the past.

Section 10:

- In Section 10(G) the following change was made: “....*Form HUD-~~91066~~5382.*”
 - The lease had the outdated form number mentioned.

Section 11:

- The following language was added: “*In accordance with Federal Regulations, SMHA has adopted a smoke-free housing policy. Smoking, as defined by this section, means inhaling, exhaling, burning, heating, or carrying any lighted cigar, cigarette, pipe, or other lighted smoking device used for burning/heating tobacco products or any other plant products. This includes all Electronic Nicotine Delivery Systems (ENDS).*”
 - The consensus was to include vaping to the lease as we have gotten complaints in recent months regarding those who are vaping in our buildings. Since electronic nicotine delivery systems heat the oils that are used the term “heating” was added and to add clarity for tenants “*This includes all Electronic Nicotine Delivery Systems (ENDS).*” was added.



Section 14:

- In Section 14 paragraph one the following language was omitted: *“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.”*
 - This language was omitted for the same reasons stated in Section 2.
- The following language was added as paragraph four: *“The lease will be terminated for over-income limits in accordance with 24 CFR 960.507 for Families Exceeding Over-income Limit. Terminate the tenancy of the family no more than 6 months after the notification under the over-income limit as determined by the SMHA’s Admissions and Continued Occupancy Policy. SMHA must continue to charge these families with the family’s choice of income-based, flat rent, or prorated rent for mixed families during the period before termination. The SMHA must give appropriate notice of lease tenancy termination (notice to vacate) in accordance with the Federal Regulations, State, and Local Laws.”*